



AGENDA

County Commission - Formal Session Meeting

9:30 AM - December 21, 2020

Montgomery County Courthouse, Annex III

Page

WELCOME AT 9:30 A.M.

INVOCATION BY VICE CHAIRMAN SINGLETON

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER HARRIS

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

Presentation of the Minutes of the Regular Meeting of December 7, 2020

CONSENT AGENDA

1. Consider Authorization of Accounts Payable Checks and Payroll Checks 4
[Accounts Payable and Payroll Checks 12-21-20](#)

NEW BUSINESS

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3. Consider Authorization of Board Member Appointment to the Montgomery Area Wellness Coalition, County Commission 7
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4. Consider Authorization to Sell a 2006 Chevy Tahoe to the Perry County Sheriff's Office at a Price to be Negotiated by Sheriff Cunningham, Sheriff's Office 8 - 9
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5. Consider Authorization of Agreement with RDS Services, LLC for Retirement Drug Subsidy Program Services, Risk Management 10 - 22
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for the Qualifications of the Judge of Probate of Montgomery County, Probate Judge's Office

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7. Consider Authorization of Contract with Crosby Drinkard Group, LLC for Governmental Affairs Representation/Consulting Services, County Commission 27 - 28
[Crosby Drinkard Group Contract Agreement 2021](#)
8. Consider Authorization of Amendment Number 1 to Contract with Eagle Cleaning Service, Inc. for Janitorial Services, County Commission 29 - 30
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9. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission 31
[12-21-2020 Agencies Appropriations](#)
10. Consider Authorization of Miscellaneous Appropriations to Education, County Commission 32
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12. Consider Authorization of Bid Award to Manvel Automotive LLC dba Southfork Chrysler Dodge Jeep Ram for an Election Center Van, Elections Center 34 - 35
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13. Consider Authorization of Bid Award to Stallings and Sons, Inc., for the Perry Street Parking Deck Restoration, County Commission 36 - 41
[Bid Award to Stallings and Sons for Perry St Parking Deck Resoration](#)
14. Consider Authorization of Position Fill Request(s) - Engineering Department 42 - 43
 1. County Road Maintenance Supervisor, Position Number 620564002
 2. County Road Maintenance Supervisor, Position Number 610564003[PFR -County RD Maint Super - 4002](#)
[PFR -County Road Maint Super - 4003](#)
15. Consider Authorization of Establishment and Allocation of a Vehicle Electronic Systems Technician (CO0474), at Pay Grade S09 (\$34,109 - \$50,965), and Related Position Fill Request, Sheriff's Office 44 - 49
[Agenda Item Memo - 20-187 - Pdf](#)
16. Consider Authorization of Position Fill Request(s) - Sheriff's Office 50 - 52
 1. Deputy Sheriff Trainee, Position Number 550430025
 2. Deputy Sheriff Trainee, Position Number 550430067
 3. Deputy Sheriff Trainee, Position Number 550430094[PFR - DST - 0025](#)

[PFR - DST - 0067](#)

[PFR - DST - 0094](#)

17. Consider Authorization of Travel/Training Request(s)

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[Engineering Travel 2021-2](#)

REPORTS FROM STAFF

County Attorney

County Engineer

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MONTGOMERY COUNTY COMMISSION
MEETING DATE DECEMBER 21, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 11-27-2020	
Check Numbers: 298232 – 298523	Total Checks Paid: \$ 49,460.00

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 12-4-2020 and 12-11-2020	
Check Numbers: 298524 – 298800	Total Checks Paid: \$ 3,199,624.71

EFT's included in amounts

PAYROLL CHECKS DATED 12-18-2020	
Check Numbers: 135505 – 135579	Total: \$ 100,437.54
Direct Deposits	Total: \$ 1,520,529.12
Federal Deposits	Total: \$ 318,164.00
Total Payroll Paid	Total: \$ 1,939,130.66

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



Memo

Re: Montgomery County Parks and Recreation Board Member Appointment
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The Montgomery County Commission, at its meeting on December 7, 2020, agreed to place on the next agenda the appointment of Critis Williams-Long as a board member of the Montgomery County Parks and Recreation Board.

I am requesting approval of this appointment.

ATTACHED:

[Montgomery County Parks & Recreation Board Members](#)

Montgomery County Parks and Recreation Board

Members:

Term Expires:

Andre' Howard
Montgomery, AL 36104

12/4/2021

Mark Salter
Montgomery, AL 36104

12/4/2024

Jennifer "Jenny" Roth
Montgomery, AL 36111

12/4/2023

Charles Powe
Pike Road, AL 36064

12/4/2020

Kevin Bradley
Montgomery, AL 36106

12/4/2022

Term: 5 years



Memo

Re: Montgomery Area Wellness Coalition Board Appointment
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The Montgomery County Commission, at its meeting on December 7, 2020, agreed to place on the next agenda the appointment of Commissioner Isaiah Sankey as a board member of the Montgomery Wellness Coalition Board.

Former CITO Lou Ialacci has represented Montgomery County on the Montgomery Wellness Coalition Board and has been selected to serve as a member-at-large.

The Wellness Coalition facilitates a coordinated, community-wide system to improve the health and wellness of people with limited or no health insurance through collaboration, services and education. It is located in the Montgomery County Health Department building on Mobile Highway.

I am requesting approval of this appointment.



Memo

Re: Request to Sale Vehicle# 6455, 2006 Chevy Tahoe to Sheriff Billy Jones, Perry County

Date: County Commission - Formal Session - Dec 21 2020

To: Montgomery County Commission

From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

Sheriff Cunningham is in receipt of a letter from Perry County, Sheriff Billy Jones, whereby he his requesting to purchase the listed decommissioned vehicle for official use. Please let me know if you have any questions.

DC/wr

ATTACHED:

[Perry County, Bill Jones, 6455, 2006 Tahoe](#)

Wesley Richerson

From: mslreed79@gmail.com
Sent: Tuesday, December 1, 2020 11:27 AM
To: Wesley Richerson
Subject: Sheriff Billy Jones Vehicle interest

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

11/25/2020

From : Sheriff Billy Jones
Perry County S.O.

To: Sheriff Derrick Cunningham
Montgomery Co S.O.

I am interested in purchasing vehicle #6455, 2006 Chevy Tahoe, white in color, for The Perry County Sheriff's Office.

Thank You,
Sheriff Billy Jones



Memo

Re: Retirement Drug Subsidy Program Services Agreement
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

In order to continue in the Centers for Medicare & Medicaid Services (CMS) Retiree Drug Subsidy Program the County needs to enter into an agreement with RDS Services, LLC to continue assisting the County in applying for and processing the data for the drug subsidy.

RECOMMENDATION:

I am requesting authorization for the Retiree Drug Subsidy Program Services agreement be placed on the next agenda for approval subject to agreement approval by the County Attorney at a fee of \$7.50 per eligible member per month or approximately \$22,500 per year.

ATTACHED:

[RDS Services Agreement Administration with Data Aggregation FINAL 12172020 Signed](#)

RDS SERVICES, LLC**AGREEMENT FOR RETIREE DRUG SUBSIDY PROGRAM SERVICES**

THIS AGREEMENT FOR RETIREE DRUG SUBSIDY SERVICES ("Agreement") is entered into by and between **RDS Services, LLC** ("RDS") and **Montgomery County Commissions** ("Plan Sponsor") and shall be effective as of January 1, 2021 ("Effective Date").

Plan Sponsor maintains a group health program (hereinafter referred to as the "Plan") under which eligible individuals can obtain certain prescription drug benefits. Plan Sponsor desires to engage RDS to assist Plan Sponsor with certain requirements and opportunities with respect to the Retiree Drug Subsidy Program ("RDS Program"), and RDS desires to provide such assistance, all on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

SECTION 1
SERVICES AND RESPONSIBILITIES

1.01 RDS Services. During the term of this Agreement, RDS shall provide to Plan Sponsor the services described on **Exhibit A** to this Agreement (collectively, "RDS Services"). In performance of the RDS Services, RDS shall rely on any communication and/or data reasonably believed by it to be genuine, including necessary information received from Plan Sponsor in a timely manner and in good order. For purposes hereof, "timely manner" means a reasonable period as may be necessary for sorting, processing, analyzing, entering and/or posting of information received.

1.02 Responsibilities of Plan Sponsor. Plan Sponsor (or its designee(s) other than RDS) shall serve as the administrator, fiduciary and primary decision maker for the Plan, with all of the rights and responsibilities for administering the Plan in connection with the Retiree Drug Subsidy Program, and RDS shall have no such authority or responsibility except as may be specifically provided in this Agreement. During the term of this Agreement, and as a condition to RDS' obligation to provide the RDS Services, Plan Sponsor's responsibilities shall include the responsibilities set forth on **Exhibit B** to this Agreement.

1.03 Compensation. The fees for the RDS Services are set forth on **Exhibit C** to this Agreement. RDS shall send an invoice to Plan Sponsor for fees. Payment shall be due 15 days after receipt of invoice. Accounts and invoices not paid by the later of the end of the month, or within 30 days of billing, are considered delinquent and are subject to a monthly service charge of 1.5 percent (1.5%) of the delinquent amount. Late fees and charges shall not apply where there is a bona fide dispute as to the amount owed.

1.04 Caveats. By its execution of this Agreement, Plan Sponsor is acknowledging its knowledge, understanding and agreement to the specific items set forth on **Exhibit D** to this Agreement regarding the RDS Services.

1.05 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, RDS DISCLAIMS TO THE FULLEST EXTENT PERMISSIBLE BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE NATURE OR STANDARD OF THE RDS SERVICES HEREUNDER, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL RDS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR LOSS OF USE.

SECTION 2 RELATIONSHIP OF THE PARTIES

2.01 Independent Contractor. In performing services under this Agreement, RDS performs all acts as an independent contractor and not as an officer, employee, or agent of the Plan. Nothing in this Agreement shall be construed to mean that Plan Sponsor (or any of its agents) retains any control over the manner and means of how RDS performs the services provided for herein, but only a right to review the results of the work performed.

2.02 Not a Fiduciary or Insurer. Plan Sponsor is the named fiduciary and/or primary decision maker of the Plan. As fiduciary and/or decision maker, Plan Sponsor maintains discretionary authority and responsibility in the administration and operation of the Plan, including, but not limited to, the determination of covered services, interpretation of the terms of the Plan, and the determination of eligibility for and entitlement to benefits under the Plan in accordance with the terms of the Plan. RDS does not assume any responsibility for any act, omission, or breach by any fiduciary.

SECTION 3 TERM AND TERMINATION

3.01 **Term**. The term of this Agreement shall be one year, commencing on **January 1, 2021** and ending **December 31, 2021**. Thereafter, this Agreement will renew itself for additional one-year terms if neither party gives notice to the other to terminate or renegotiate the Agreement.

3.02 **Termination**. This Agreement may be terminated by either party only as follows:

1. During the initial one-year term of this Agreement, the Agreement may be terminated by either party only as follows:
 - a. By either party as of the date the other voluntarily or involuntarily files for bankruptcy protection for any or all portion of its business operations.
 - b. Effective upon thirty (30) days advance notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within thirty (30) days after the notice is received; or
 - c. By mutual agreement of the parties.
2. After the initial term of this Agreement, either party may terminate or modify this Agreement, as follows:
 - a. By either party as of the date the other voluntarily or involuntarily files for bankruptcy protection for any or all portion of its business operations.
 - b. By giving the other party thirty (30) days written notice prior to the expiration of any renewal term; or
 - c. By mutual agreement of the parties.

3.03 Obligations After Contract Termination; Survival. All responsibilities of either party under this Agreement shall terminate upon the termination of this Agreement, except that the following rights and liabilities of the parties shall survive the termination of this Agreement for the specified time period as provided below or as otherwise agreed by the parties hereto:

- (a) Plan Sponsor's duty to pay RDS for amounts due to RDS hereunder, until such amounts are paid in full.
- (b) Plan Sponsor's and RDS' respective duties hereunder that are predicated on, or reasonably contemplate continuation beyond, the termination of this Agreement, including, but not limited to, this Section 3.03 and Sections 3.04, 3.05, 3.06, and 5.02. Notwithstanding the foregoing, such duties shall not survive beyond the duration of any applicable statute of limitations.
- (c) Plan Sponsor's and RDS' indemnification duties and liabilities under Section 4 hereof with respect to events and claims arising before the termination of the Agreement, until the appropriate statute of limitations has run.

3.04 Outstanding Fees; Records. Upon termination of this Agreement, Plan Sponsor agrees to remit to RDS any outstanding balances due (or which, under Section 3.03(a), becomes due) under this Agreement. Without limiting other available remedies, RDS shall have the right to retain all records in its possession with regard to its services pursuant to this Agreement until receipt of all outstanding monies due.

3.05 Cooperation with Successor. In the event Plan Sponsor appoints a successor to RDS for any or all of RDS' services described herein, RDS shall cooperate as reasonably necessary in transferring files, records, reports and the like, and RDS shall be entitled to reasonable compensation for its services in connection therewith. Notwithstanding any provision of this Agreement (including any exhibit or addendum hereto), to the contrary, RDS shall not, without prior written agreement with Plan Sponsor, be obligated to assist a successor to RDS or otherwise take or continue any action following termination of the Agreement if and to the extent such assistance or action may reasonably be viewed as causing RDS to become a fiduciary with respect to the Plan in any manner.

3.06 Access to Information. Plan Sponsor shall have the right, upon providing reasonable notice, to periodically review, at its own expense, any records of RDS relating to the services provided herein; any examination of such records shall be carried out in a manner mutually agreeable to RDS and Plan Sponsor and to the extent permitted by applicable law.

SECTION 4 INDEMNIFICATION

4.01 Indemnification by Plan Sponsor. Plan Sponsor agrees to indemnify RDS, its officers, directors, employees and agents for and hold them harmless from any claim, liability, cost, loss, expense or damage (including reasonable attorney fees) which may be paid or incurred by RDS resulting from or in connection with a material breach by Plan Sponsor of its responsibilities and duties outlined under this Agreement.

4.02 Indemnification by RDS. RDS agrees to indemnify Plan Sponsor, its officers, directors, employees and agents for and hold them harmless from any claim, liability, cost, loss, expense or damage (not to exceed one year's annual contract fee) which may be paid or incurred by Plan Sponsor resulting from or in connection with a material breach by RDS of its responsibilities and duties outlined under this Agreement.

SECTION 5 GENERAL PROVISIONS

5.01 Amendment; Assignment. This Agreement may not be amended without the express written consent of both parties. No assignment by either party pertaining to this Agreement shall be valid without the express written consent of the other party, which consent will not be unreasonably withheld.

5.02 Confidentiality. RDS recognizes that it shall be provided with personal information regarding Members of Plan while providing services under this Agreement. RDS shall safeguard such information to ensure that no person who does not need to know such information has access to such information. To the extent required by law, RDS will enter a "Business Associate Agreement" with the Plan and/or Plan Sponsor.

5.03 Entire Agreement. This Agreement (including any exhibits or addenda hereto) constitutes the complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, promises, and arrangements, oral or written, between the parties with respect to the subject matter hereof.

5.04 Governing Law. To the extent not preempted by federal law, including ERISA, this Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to conflicts-of-law principles that would require the application of any other law.

5.05 Headings. The headings of this Agreement are solely for the convenience of the parties and do not affect the meaning or interpretation of any provision of this Agreement.

5.06 Notice. Any notice required to be given hereunder between the parties shall be written, effective upon receipt and shall be served by facsimile or by personal delivery or certified mail, return receipt requested to the address cited in the signature block of this Agreement or to such other address as shall be specified by like notice by either party.

5.07 Other Service Providers; No Legal or Tax Advice. RDS may seek the services of others in performing its duties and obligations under this Agreement. Such service providers shall not have access to personal health information of Plan Sponsor's Members unless such service providers sign a business associate agreement with RDS which is substantially the same as the business associate agreement executed between RDS and the Plan and/or Plan Sponsor. Plan Sponsor acknowledges and agrees that RDS' services pursuant to this Agreement are in the nature of consulting, logistical and non-discretionary ministerial services and are not intended, and shall not be construed or characterized as, the provision of legal or tax advice or professional fiduciary services.

5.08 Successor and Assigns; Waiver. Subject to the provisions of Section 5.01 above, this Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns. Failure to enforce any provision of this Agreement shall not affect the rights of the parties to enforce such provision in another circumstance or their right to enforce any other provision of this Agreement at any time. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement.

5.09 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement.

5.10 Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to

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

5.11 Hold Harmless. The selected vendor 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 the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the Effective Date, by their duly authorized officers.

RDS Services, LLC

Montgomery County Commissions (Plan Sponsor)

By:  _____
Name: **Mark A. Manquen** _____
Title: **President** _____
Address: 50 West Big Beaver
Suite 220
Troy, MI 48084
Date: 12/17/2020

By: _____
Name: _____
Title: _____
Address: _____

Date: _____

EXHIBIT A

RDS SERVICES

- 1) RDS Services During the term of this Agreement, RDS shall provide the following services, as more specifically detailed in Sections 2 through 4 below:

- (a) Assist Plan Sponsor in applying for a “Drug Subsidy” as available under CMS’s Retiree Drug Subsidy program, in connection with the Plan (as described in 42 CFR 423.880 through 888).

- 2) Specific RDS Services –Preparation of the RDS Application. During the term of this Agreement, RDS shall provide any or all the following services as may be necessary to assist Plan Sponsor with respect to the Retiree Drug Subsidies:

- a) Identify roles and responsibilities
- b) Become Vendor, Cost Reporter Designee & Account Manager on RDS applications
- c) Establish procedures between Client and RDS Services to maintain/update Retiree Lists
- d) Audit, Review and Upload Retiree Lists to RDS for approval
- e) Complete 8 of 9 steps of RDS Application. Ensure that all steps are completed 90 days prior to Application Plan Year
- f) Coordinate benefit option information w/Actuaries
- g) Troubleshoot Application errors
- h) Complete Payment Setup requirement
- i) Review & Communicate response file and weekly notification rejections and codes with client to correct issues so that they can be resubmitted to CMS for approval. Provide guidance on how to rectify the issue of retirees that have enrolled in an individual Part D plan
- j) Complete 11 of 12 steps of Annual Reconciliation for CMS prior to 15 months after the end of each Plan Year application.
- k) Provide Creditable Coverage letters to client(s) annually with instructions
- l) Submit Payment Request quarterly on behalf of client & notify client of amount submitted
- m) Oversee any CMS audit

Data Aggregation

- n) Establish procedures between RDS Services and Vendor(s) to provide drug claim lists quarterly
- o) Compile drug claims lists and perform data aggregation routines
- p) Scrub claim data to comply with CMS formulary (Part D Rx exclusions)
- q) Determine Part B exclusion methodology and deduct from gross costs
- r) Maintain drug claim database
- s) Aggregate, analyze, fix and manage retiree eligibility records
- t) Track RDS thresholds and limit reductions per plan year
- u) Calculate estimated cost adjustments/rebates (actual cost adjustments during Reconciliation)
- v) Develop Cost Reports in compliance with CMS standards
- w) Modify drug claim database for mid-year plan changes
- x) Review Cost Reports, correct inaccuracies if needed
- y) Submit Cost Reports to RDS
- z) Troubleshoot cost reporting submission problems

- 3) Specific RDS Services – Ongoing Services. During the term of this Agreement, RDS shall provide the following ongoing services:
- (a) Maintain and update a database containing Plan Sponsor data, including, but limited to membership collected for the purpose of identifying eligibility under the Plan and/or under the RDS Program.
 - (b) Maintain other appropriate records regarding the Plan in respect of the RDS Program as may be required by federal law; and
 - (c) Assist Plan Sponsor with submission of, or access to, the records in RDS' database as may be required for CMS regulatory, audit, and/or other business purposes.

EXHIBIT B

RESPONSIBILITIES OF PLAN SPONSOR

Preparation and Provision of Eligibility List and Plan Information. Plan Sponsor shall:

- (a) Meet with RDS to discuss engagement; assist RDS to identify all potential member data sources; provide contact information of current and past vendors; review prior RDS applications.
- (b) Provide a complete and accurate set of current and past enrollment records for all employee and retiree members under the Plan. Such records shall be delivered to RDS in an electronic format acceptable to RDS as soon as practicable following the Effective Date.
- (c) Make available, or cause to be made available to RDS, certain reports and information to which Plan Sponsor has access, as mutually agreed to by the parties. Such reports and information may include, but shall not be limited to: (i) attestation that an employee or retiree member is, or was for the applicable plan year, eligible for benefits under the Plan; (ii) verification of certain members identifying information; (iii) verification of RDS Eligible Retiree coverage period. Upon request, Plan Sponsor shall provide RDS with any other reasonable and necessary information regarding Retiree Members.
- (d) Be solely responsible to inform RDS of any changes in the information it previously supplied RDS.

RDS Applications and Related Tasks

- (a) To enable RDS to fulfill all of its duties regarding the RDS Subsidy, Plan Sponsor consents to and authorizes RDS' designation of an employee or a representative of RDS to be the "Account Manager" for purposes of managing the RDS application, with the necessary authority to (i) complete Application steps on behalf of Plan Sponsor, and (ii) have and maintain full access to Plan Sponsor's RDS Applications.
- (b) To enable RDS to fulfill all of its duties regarding the RDS Program, Plan Sponsors consents to and authorizes RDS' designation of employees or representatives of RDS to act as designees in connection with the RDS application(s), with the necessary authority to (i) gather, organize and submit appropriate information to CMS and (ii) request RDS payments from CMS.
- (c) Plan Sponsor shall provide its full and good faith cooperation in the procurement; access and/or review of such other reasonable information as may be determined by RDS to be reasonably necessary in order to perform its services hereunder.

Except as may be otherwise agreed to by RDS, Plan Sponsor specifically agrees that:

- (i) All electronic communications between CMS and Plan Sponsor or any of its employees or agents shall exclusively be conducted through the Server, URL address, email address and/or website established or approved by RDS for Plan Sponsor, and
- (ii) Any electronic communication related to this Agreement to CMS from Plan Sponsor or any of its employees or agents shall only be initiated with the knowledge and consent of the RDS Account Manager.

HIPAA Compliance.

Notwithstanding any provision in this Agreement to the contrary, Plan Sponsor shall, during the term of this Agreement, be solely responsible for ensuring that the Plan is and remains in full compliance with the privacy and security requirements under the Health Insurance Portability and Accountability Act (HIPAA) and implementing regulations. In particular, Plan Sponsor shall have in place all necessary business associate agreements, Plan amendments, and related documentation to the extent required under HIPAA in order to (i) permit the disclosure of protected health information (within the meaning of HIPAA) to Plan Sponsor and (ii) establish the permitted and required uses and disclosures of protected health information by Plan Sponsor.

EXHIBIT C

COMPENSATION

RDS' compensation for the services provided pursuant to the Agreement shall be:

1. Subsidy Services. For the RDS Services as described in Sections 1 through 5 of **Exhibit A** to this Agreement, the **annual fee** for such RDS Services shall be calculated equal to a **\$7.50 per member per month** charge based on the number of "Eligible RDS Retirees" identified at the beginning of each new RDS plan year.

Based on the estimated 250 Medicare eligible members @ \$7.50 pmpm, the Annual Fee for this engagement will be \$22,500.

2. Agreement Coverage Period. The annual fee covers the services referred to in **Exhibit A** to this Agreement, for all open RDS Application plan years worked within the term of this Agreement, as defined in Section 3.01 of this Agreement.

EXHIBIT D

CAVEATS

Plan Sponsor acknowledges, understands, and agrees to the following with respect to Subsidy services:

1. In the event that RDS concludes that the Plan does not qualify for Subsidy, RDS' engagement will end with no residual duty or obligation for RDS (RDS will try and make this determination as soon as possible following the receipt of all pertinent data collected for the engagement);
2. Plan Sponsor understands that the subsidy found may vary substantially and it is not possible to accurately predict the amount such subsidy for any given plan year. Plan Sponsor's actual Subsidy is calculated based on identifying RDS eligible members and qualifying claim data.
3. In generating benefit cost information for purposes of requesting Subsidy payments, RDS may need to filter out certain claims that may not qualify under the RDS Program and are therefore ineligible for Subsidy payments. Due to impracticalities that are inherent in any filtering process (e.g., whether a claim should or should not be filtered out in this process may depend on factual circumstances that could not be known by RDS or any other vendor), RDS will adopt, unless instructed otherwise by Plan Sponsor, a conservative approach that errs in favor of excluding claims that potentially may NOT be covered under the CMS statute and any regulations forthcoming. This conservative approach is intended to minimize the possibility of Plan Sponsor improperly receiving more payments than is legally permitted under the RDS program.
4. In generating benefit cost information for purposes of requesting RDS payments, RDS will need to report to CMS any rebates or other provider discounts, credits or like amounts received by the Plan Sponsor or the Plan; and
5. RDS will keep Plan Sponsor up to date on the progress of receipt of any subsidy amounts.



Memo

Re: Proposed 2021 Legislative Agenda Item
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

During the December 7, 2020 County Commission meeting, Lobbyists Cassandra Crosby and Ron Drinkard with the Crosby Drinkard Group, LLC presented the proposed 2021 Legislative Agenda Item. After discussion, the Commission agreed to place on the next agenda the proposed bill relating to Montgomery County; to provide for the qualifications of the Judge of Probate.

I am requesting approval of this item.

ATTACHED:

[Proposed Legislation for Probate Judges Office](#)

SYNOPSIS: This bill would propose an amendment to the Constitution of Alabama of 1901, to provide that the Judge of Probate of Montgomery County would be required to be an attorney licensed in this state.

Also, under existing law, the circuit courts of the state have jurisdiction over equitable matter.

This bill would propose an amendment to the Constitution of Alabama of 1901, which would allow the Judge of Probate of Montgomery County to exercise equity jurisdiction concurrent with that of the circuit court in cases originally filed in the Probate Court of Montgomery County if the judge of probate is an attorney licensed to practice law in the State of Alabama.

A BILL
TO BE ENTITLED
AN ACT

1 To propose an amendment to the Constitution of
2 Alabama of 1901, to provide that the Judge of Probate of
3 Montgomery County would be required to be an attorney licensed
4 in this state and to authorize the Judge of Probate of
5 Montgomery County to exercise equity jurisdiction concurrent
6 with that of the circuit court in cases originally filed in
7 the Probate Court of Montgomery County if the judge of probate
8 is an attorney licensed to practice law in the State of
9 Alabama.

10 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

11 Section 1. The following amendment to the
12 Constitution of Alabama of 1901, is proposed and shall become
13 valid as a part of the Constitution when all requirements of
14 this act are fulfilled:

15 PROPOSED AMENDMENT

16 (a) The Judge of Probate of Montgomery County shall
17 be an attorney licensed to practice law in this state
18 effective upon the election or appointment of any judge of
19 probate after the ratification of the amendment.

20 (b) The Judge of Probate of Montgomery County may
21 exercise equity jurisdiction concurrent with that of the
22 circuit court in cases originally filed in the Probate Court
23 of Montgomery County if the judge of probate is an attorney
24 licensed to practice law in the State of Alabama. In any case
25 subject to this amendment, the judge of probate shall possess
26 the power and authority of a circuit court judge trying the
27 case and the case shall be treated in all respects in the same

1 manner as a case filed in circuit court. The Alabama Rules of
2 Civil Procedure shall apply in the cases except as otherwise
3 specifically provided by law. This amendment is
4 self-executing, but the Legislature may enact additional laws
5 to implement this amendment if needed.

6 Section 2. The appropriate election official shall
7 assign a ballot number for the proposed constitutional
8 amendment on the election ballot and shall set forth the
9 following description of the substance or subject matter of
10 the proposed constitutional amendment:

11 "Relating to Montgomery County, proposing an
12 amendment to the Constitution of Alabama of 1901, to provide
13 that the Judge of Probate of Montgomery County would be
14 required to be an attorney licensed in this state and to
15 authorize the Judge of Probate of Montgomery County to
16 exercise equity jurisdiction concurrent with that of the
17 circuit court in cases originally filed in the Probate Court
18 of Montgomery County if the Judge of Probate is an attorney
19 licensed to practice law in the State of Alabama.

20 "Proposed by Act _____"

21 This description shall be followed by the following
22 language:

23 "Yes () No ()."

CONTRACT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as "CDG"), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2021 and shall terminate December 31, 2021.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$77,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.

7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.
8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the ____ day of _____, 2020.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard



Memo

Re: Contract Amendment for Janitorial Services
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Eagle Cleaning Service, Inc. contract to furnish Janitorial Service be considered for approval on a future agenda.

Amendment 1 will allow the contract to be extended for one (1) year, beginning March 1, 2021 and ending on February 28, 2022.

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

This contract extension has been coordinated with Florence Cauthen, County Administrator.

ATTACHED:

[Amendment 1 Janitorial Services](#)

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

Amendment
To
Contract # 51901-20B-005

Amendment No. 1

Contract with Eagle Cleaning Service, Inc. for janitorial service is hereby extended for one (1) year, beginning March 1, 2021 and ending February 28, 2022.

Eagle Cleaning Service, Inc. would like to increase prices in accordance with the terms of the contract.

All other provisions of the contract remain the same.

WITNESS:

EAGLE CLEANING SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 12/21/2020 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			55,000	55,000	33,000	44,900	39,200	227,100
**C-2021-19	RESCIND: Central AL Community Foundation	Educational Programs for Youth who are from Economically Disadvantaged Circumstances					-5,000	-5,000
C-2021-32	Cancer Wellness Foundation of Central Alabama	Social Services Program			1,800			1,800
C-2021-33	Central Alabama CrimeStoppers, Inc.	Public Safety, Health and Welfare Program			10,000			10,000
C-2021-34	Central Alabama Community Foundation	SHORT Courtroom Reading Initiative			10,000			10,000
	Total Appropriations 12/21/2020		0	0	21,800	0	-5,000	16,800
	APPROPRIATED BUDGET BALANCE		55,000	55,000	11,200	44,900	44,200	210,300
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 12/21/2020 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			58,526	75,000	69,200	75,000	59,500	337,226
	Total Appropriations 12/21/2020		0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		58,526	75,000	69,200	75,000	59,500	337,226
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 12/21/2020 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			38,037	61,900	54,800	85,791	66,610	56,400	363,538
DR-C-2021-12	Montgomery Area Council on Aging (MACOA)	Community Services Programs		2,000					2,000
DR-C-2021-13	Montgomery YMCA	Montgomery YMCA Capital Campaign - Transforming Our Community		10,000					10,000
	Total Appropriations 12/21/2020		0	12,000	0	0	0	0	12,000
	APPROPRIATED BUDGET BALANCE		38,037	49,900	54,800	85,791	66,610	56,400	351,538
	County Administrator	Date							



Memo

Re: Invitation to Bid No. 51910-21B-005 Election Center Van
Date: County Commission - Formal Session - Dec 21 2020
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above referenced Invitation to Bid to the second lowest bid, Manvel Automotive, LLC dba Southfork Chrysler Dodge Jeep Ram in the amount of \$42,620.00 for a 2020 Ram ProMaster 3500 High Roof 159 WB EXT Extended Cargo Van be placed on a future agenda. Stivers Brothers Automotive of Alabama, Inc., was the low bid, however their quoted price did not meet the specifications needed for the Election Center. (copy of spread sheet attached)

Coordination of award made with Probate Judge J C Love III and Elections Director Darryl Parker.

ATTACHED:

[Bid Tabulation 51910-21B-005 Election Center Van](#)

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51910-21B-005				Stivers Brothers Automotive of Alabama, Inc. 2209 Cobbs Ford Road Prattville, AL 36066 butchadkins57@aol.com Minority Owned Yes No		Manvel Automotive LLC dba Southfork Chrysler Dodge Jeep Ram 17725 South Freeway Manvel, TX 77578 pbultermansouthforkcdjr.com Minority Owned Yes No X		Cooper Motor Company 305 East Main Street Clinton, SC 29325 sissy@coopertrades.com Minority Owned Yes No					
DATE ISSUED: November 10, 2020													
DATE OPENED: November 30, 2020													
REQUESTING DEPARTMENT: Elections													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	2020 Ram ProMaster 3500 High Roof 159	ea.	1	\$35,978.50	\$35,978.50	\$42,620.00	\$42,620.00	\$49,192.00	\$49,192.00				
	WB EXT Extended Cargo Van or												
	Approved Equal												
37 Bids Emailed													
TOTAL BID AMOUNTS					\$35,978.50		\$42,620.00		\$49,192.00				

Notes:



Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

T (334) 271-3200
F (334) 272-1566

www.gmcnetwork.com

November 13, 2020

Florence Cauthen, County Administrator
MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104

REFERENCE: CERTIFIED BID TABULATION

**PROJECT: PERRY STREET PARKING DECK RESTORATION
MONTGOMERY, ALABAMA
GMC PROJECT NO. AMGM170057-1B**

Dear Ms. Cauthen,

Bids were received for the above referenced project on Thursday, November 12, 2020 at 2:00 p.m. in Montgomery, Alabama. We have reviewed the bids and are forwarding the Certified Bid Tabulation to you with this letter.

The apparent low bid was submitted by Stallings and Sons, Inc. from Montgomery, Alabama, in the total amount of \$2,331,333.00.

Stallings and Sons, Inc. has complied with the terms and conditions of the Advertisement for Bid and the Bid Documents.

We recommend that the Construction Contract be awarded to Stallings and Sons, Inc. for a total amount of \$2,331,333.00.

Thank you again for the opportunity to serve The Montgomery County Commission. Please do not hesitate to call if you have any questions.

Sincerely,



GOODWYN MILLS AND CAWOOD, INC.
D. Richard Painter
Project Manager

DRP/jn

Attachments

PERRY STREET PARKING STRUCTURE

Renovation Option



Item	Description	Quantity	Unit	Unit Cost	Cost
PHASE 1 - Selective Demolition Package					
1.	Selective Demolition				
1	Remove Concrete Islands	1 C.Y.		1,313.14	1,313.14
2	Remove Entry Canopy	60 S.F.		3.36	201.60
3	Remove Canopy Level 5 @ Elevator	90 S.F.		3.36	302.40
4	Door demolition, exterior doors	11 Ea.		21.00	231.00
5	Remove metal panel	330 S.F.		0.81	267.30
6	Demolish Stair Towers, footings associated with towers	6594 S.F.		14.98	98,819.95
7	Remove passenger elevator, cab, and controls complete	1 Ea.		33,274.82	33,274.82
8	Dumpster	8 Week		619.24	4,953.92
9	Electrical Demolition	240 Hours		51.55	12,372.00
Sub-Total Item 1					151,736.13
	Contingency (Selective Demolition)		10%		15,173.61
	General Conditions & Requirements		12%		18,208.00
	General Contractor Fee		4%		6,069.45
	Escalation for one year		5%		7,586.81
PHASE 1 - Selective Demolition Package Cost					198,774.00



Item	Description	Quantity	Unit	Unit Cost	Cost
PHASE 2 - Restoration & New Construction Package					
2.	Restoration				
	1 Parking gates, barrier gate	2 Ea.		6,363.23	12,726.46
	2 Clean metal handrail	20 L.F.		13.78	275.50
	3 Remove Existing Paint and Rust	100750 S.F.		3.27	329,452.50
	4 Patch and paint steel	100750 S.F.		1.01	101,757.50
	5 Clean & Repair Light Fixtures	1 L.S.		9,212.92	9,212.92
	6 Lightning Protection	20650 S.F.		0.25	5,162.50
	7 Replace Light Fixtures (LED fixtures)	39 Ea.		1,600.00	62,400.00
	8 Remove & Replace Traffic Coating	100750 S.F.		2.61	262,957.43
	9 Remove Debris & Clean Drains	1 L.S.		6,463.60	6,463.60
	10 Structural Steel Repairs (90 locations)	1800 L.F.		36.12	65,016.00
	11 Gate Arm & Controls	1 L.S.		5,500.00	5,500.00
	12 Card Access System	1 L.S.		2,500.00	2,500.00
	13 Miscellaneous Repairs	1 L.S.		25,000.00	25,000.00
Sub-Total Item 2					888,424.41
3.	New Stairs & CMU Wall				
	1 Steel Stairs, with picket railing	160 Riser		1,275.64	204,102.40
	2 Stair landing	160 S.F.		103.38	16,540.80
	3 Wall mounted railing	190 L.F.		192.37	36,550.30
	4 Concrete to stairs & landing	6 C.Y.		173.36	1,040.16
	5 Concrete block, exterior wall, includes mortar and horizontal joint reinforcing	11705 S.F.		22.47	263,011.35
	6 Paint to CMU walls	23410 S.F.		0.85	19,898.50
	7 TPO Roofing at stair towers	13.12 Sq.		157.85	2,071.00
	8 Roof deck insulation	1312 S.F.		1.89	2,480.00
	9 Concrete to roof deck	17 C.Y.		183.73	3,123.41
	10 New Doors, Frames & Hardware	16 Ea.		2,437.45	38,999.20
	11 New Canopy at Elevator	64 S.F.		40.00	2,560.00
	12 Electrical to Stair Towers	1 L.S.		57,992.00	57,992.00
	13 Fire Alarm System for Stair Towers	1312 S.F.		3.00	3,936.00
	14 Security System	1312 S.F.		2.00	2,624.00
	15 Elevator Base Unit, 5 stop, per specifications	1 Ea.		220,000.00	220,000.00
	16 Elevator Pit	1 Ea.		7,500.00	7,500.00
	17 Shallow Foundations for Stair Tower	1312 S.F.		9.00	11,808.00
	18 Slab on Grade for Stair Towers	27 C.Y.		191.48	5,170.00
	19 Reinforcing to Slab	13.12 C.S.F.		58.18	763.32
	20 Structural Steel to Elevator Shaft	1.5 Ton		5,443.15	8,164.72
	21 Heat Pump System for Elevator Equipment	1 Ea.		7,500.00	7,500.00
Sub-Total Item 3					915,835.16
PHASE 2 - Restoration & New Construction Package Sub-Total					1,804,259.57
	Contingency (Restoration & New)	10%			180,425.96
	General Conditions & Requirements	12%			216,511.15
	General Contractor Fee	4%			72,170.38
	Escalation for one year	5%			90,212.98
PHASE 2 - Restoration & New Construction Package Cost					2,363,580.04
PHASE 1 Package + PHASE 2 Package Subtotal					2,562,354.04
	Design Fees	5.88%			150,666.40
PROJECT TOTAL					2,713,020.44

RESTORATION OF PERRY STREET
PARKING DECK FOR THE
MONTGOMERY COUNTY
COMMISSION
MONTGOMERY, AL
GMC PROJ. NO. AMGM170057-1B

BID DATE: November 12, 2020

2:00 PM

Page 1 of 2

BASE BID:

ALTERNATE NO. 1:

Drop/Waive AISC Requirements

TOTAL:

Bullard-Cook	Grout, Inc.	Holley- Henley Builders	JJ Morley Enterprises
624 S. Perry Street	8782 County Road 26	438A Twain Curve	1325 3rd Ave. South
Montgomery, AL 36104	Hope Hull, AL 36043	Montgomery, AL 36117	Birmingham, AL 35233
AL LICENSE NO.: 19830 BID BOND BY: Travelers Casualty & Surety Co. NOTATIONS: None	AL LICENSE NO.: BID BOND BY: NOTATIONS: No Bid Received	AL LICENSE NO.: 8465 BID BOND BY: FCCI Insurance Co. NOTATIONS: Add \$40,000 to Base Bid	AL LICENSE NO.: 20730 BID BOND BY: Harco National Insurance Co. NOTATIONS: None
<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>	<u>ITEMS RECEIVED</u>
☒ PROPOSAL FORM	☐ PROPOSAL FORM	☒ PROPOSAL FORM	☒ PROPOSAL FORM
☒ BID BOND	☐ BID BOND	☒ BID BOND	☒ BID BOND
☐ ATTACHMENT A	☐ ATTACHMENT A	☐ ATTACHMENT A	☐ ATTACHMENT A
☐ ATTACHMENT B	☐ ATTACHMENT B	☐ ATTACHMENT B	☒ ATTACHMENT B
☒ ATTACHMENT C	☐ ATTACHMENT C	☒ ATTACHMENT C	☒ ATTACHMENT C
☒ E-VERIFY	☐ E-VERIFY	☒ E-VERIFY	☒ E-VERIFY
☒ ACKNOWLEDGED ADDENDA 1-2	☐ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2	☒ ACKNOWLEDGED ADDENDA 1-2
BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS
\$ 3,020,000		\$ 2,598,700	\$ 3,627,717
\$3,020,000		\$40,000 \$2,638,700	\$3,627,717
No Bid		(\$37,900)	No Bid
\$0		\$2,600,800	\$0
\$3,020,000	NO BID RECEIVED	\$2,600,800	\$3,627,717

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


Gregory P. (Chuck) Jones
Alabama Registration No. 3693

Sworn before me this 12th day of November, 2020


Jill Nelson
My commission expires July 21, 2021



RESTORATION OF PERRY STREET
PARKING DECK FOR THE MONTGOMERY
COUNTY COMMISSION
MONTGOMERY, AL
GMC PROJ. NO. AMGM170057-1B

Page 2 of 2

BASE BID:

ALTERNATE NO. 1:

Drop/Waive AISC Requirements

TOTAL:

Stallings and Sons	WK Upchurch Construction Co.		
PO Box 70040	1001 Monticello Ct		
Montgomery, AL 36107	Montgomery, AL 36117		
AL LICENSE NO.: 12809 BID BOND BY: Western Surety Co. NOTATIONS: Deduct \$22,000 from Base Bid <u>ITEMS RECEIVED</u> ☒ PROPOSAL FORM ☒ BID BOND ☒ ATTACHMENT A ☒ ATTACHMENT B ☒ ATTACHMENT C ☒ E-VERIFY ☒ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: BID BOND BY: NOTATIONS: No Bid Received <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☒ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: BID BOND BY: NOTATIONS: <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☒ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2	AL LICENSE NO.: BID BOND BY: NOTATIONS: <u>ITEMS RECEIVED</u> ☐ PROPOSAL FORM ☐ BID BOND ☒ ATTACHMENT A ☐ ATTACHMENT B ☐ ATTACHMENT C ☐ E-VERIFY ☐ ACKNOWLEDGED ADDENDA 1-2
BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS	BIDS NOTATIONS SUB-TOTALS
\$ 2,353,333			
(\$22,000) \$2,331,333			
No Bid			
\$0			
\$2,331,333	NO BID RECEIVED		

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

Pay Range

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____



Memo

Re: Establishment of New Classification Vehicle Electronic Systems Technician (CO0474)

Date: County Commission - Formal Session - Dec 21 2020

To: Montgomery County Commission

From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

After having conversations with my staff in reference to our Vehicle Equipment Installation Facility on Day Street, it was brought to my attention that our technician that builds all of our vehicles is on extended medical leave due to having ankle surgery. With this taking place, we have been put on backlog status. I've had this conversation with the Commission about adding a person because of reasons such as this, not thinking it would come this soon. I am requesting that the county allow me to hire a person to work with our personnel so that in the event of anything happening like this in the future, we will be prepared for it. We have been working with several counties and other county entities such as Community Corrections, the District Attorney's Office and Engineering to equip their vehicles with emergency lighting. As you are aware, we are doing all of the vehicles for Lowndes County and Butler County and they are on hold waiting to get their vehicles done. We are having conversations with other counties as well. So you can see this position will not go unnoticed. Any and all funding that comes in from this process is turned over to the Commission. As most commissions always say during commission that we don't need to put all of our eggs in one basket. I fully understand that concept now. Anything you all can do to make this request possible will be greatly appreciated.

ATTACHED:

[New Classification - Vehicle Electronic Systems Technician](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Sheriff Derrick Cunningham

From: Colonel Jon Briggs

Subject: Request for Personnel

Date: November 24, 2020

At the present time, the Sheriff's Office Vehicle Equipment Installation Facility is staffed by one Technician that is qualified to install and maintain law enforcement vehicular equipment. This technician is responsible for installing and maintaining Lighting, Safety, Communications and Security equipment into each new vehicle purchased by the Sheriff's Office. As a result of building each unit in house, the County has been able to reduce the annual cost of upfitting our vehicles significantly. Recently however, our one and only trained Technician has been out on extended leave due to medical issues which has caused a backlog of work hampering the Sheriff's operations. Due to the lack of depth in our staffing, we are limited in our ability to complete the remainder of our new vehicle fleet and cannot provide the services for other agencies that have contracted or will be contracted with us in the future. To ensure a consistent flow of work from our production line, we feel that the time has arrived for a second Technician to be added. This additional Technician will allow us more flexibility in controlling the flow of work within the facility and reduce the amount of time needed in completing the build process. The Montgomery City-County Personnel Board has completed a job analysis for a "Vehicle Electronic Systems Technician" based upon the duties needed by the Sheriff's Office to install and maintain our vehicular fleet. Based upon the current and future needs of our facility, it is my recommendation that a new position be added to ensure that all emergency vehicles can be equipped properly and placed into service in an efficient and timely manner.

JGB

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

VEHICLE ELECTRONIC SYSTEMS TECHNICIAN

Pay Grade: S09
FLSA: Non-exempt

CO#0474
7/16/2020

NATURE OF WORK: The fundamental reason this position exists is to perform skilled work in the installation and/or removal of communications, audio visual, electronic equipment, and various other vehicular components related to Law Enforcement for the Montgomery County Sheriff's Office vehicle fleet. Components include, but are not limited to, radio communication equipment, Automatic Vehicle Locator (AVL) equipment, in-car video and audio recording devices, computer network interfacing for in-car computer systems, vehicular light bars and emergency lighting devices, brush guards, partitions, and gun-racks, along with the electronic control feature installation for each, and other equipment as designated by the Sheriff. Incumbents may also install electronic equipment for other County Departments and public safety entities at the direction of the Sheriff. Primary work responsibilities may include: assembling, installing, servicing, and repairing stationary and mobile equipment; testing equipment; performing preventative maintenance; driving to off-site locations to address malfunctions; and completing miscellaneous duties. Work is performed with considerable independence in judgement and action. This classification reports to the Support Services Supervisor, who provides general supervision.

WORK RESPONSIBILITIES: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned.

Assembles, installs, services, and repairs mobile subscriber two-way radio transmitting and receiving equipment, antennae, and related equipment using a variety of power and hand tools.

Assembles, installs, services, and repairs Public Address (PA) Systems, Vehicular Siren Equipment, Vehicle and Body Worn Digital Video Camera Systems, Public Safety Radar Gun, Mobile Radar Sign Equipment, and related equipment using a variety of power and hand tools.

Assembles, installs and services equipment such as computers, Mobile Data Terminal (MDT) equipment, computer network components, automatic vehicle locator (AVL) equipment, computer docking stations, Harris BDACS and P25 Trunked Simulcast and Multi-site equipment, and mounting equipment.

Assembles, installs and services equipment such as vehicular light bars and emergency lighting devices, brush guards, partitions, and gun-racks along with the electronic control feature components for equipment.

Tests equipment to ensure proper installation and operation, to troubleshoot, to determine reason(s) for malfunctions, and repair any anomalies found during the testing.

Performs the preventive maintenance procedures of equipment.

Drives to other work site locations in a County vehicle in non-emergency mode in response to

emergency and non-emergency calls as needed to investigate or correct a problem with equipment.

Completes miscellaneous duties such as documenting work activities, maintaining records of equipment removals (strip outs), installations, and minor service or repairs, and maintaining accurate inventory.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of the operations of power equipment such as drills presses, grinders and other power or hand tools.

Knowledge of 12-volt DC power systems and electrical connections in automotive equipment.

Knowledge of radio system schematics, blueprints, and current manuals.

Ability to use standard hand tools and equipment used in the installation, removal fabrication, maintenance and testing of automotive electronics equipment.

Ability to install electronic equipment in vehicles with emphasis on a neat and functional appearance.

Ability to perform technical work to meet quality control standards.

Ability to read and comprehend various manuals or other technical information.

Ability to utilize information obtained from various testing equipment as needed to assist in diagnosing problems with communications systems and equipment.

Ability to service various communications systems and equipment such as two-way radios, sirens, radar equipment, digital video equipment, Public Address systems and equipment, and/or vehicular battery maintaining equipment.

Ability to understand and follow oral and written instructions.

Ability to assemble/install equipment such as communications equipment, consoles, and sound systems.

Ability to complete repair tickets and parts requests accurately and timely.

Ability to communicate orally with supervisors and co-workers as needed to discuss, schedule or complete assigned work tasks.

Ability to manage one's own time in order to complete tasks in an efficient manner with minimal supervision to meet work deadlines.

Ability to work effectively with others as needed to perform and assist in performing required work activities.

Ability to utilize manual dexterity in performing physical installation and maintenance work on various communications systems and equipment.

Ability to utilize basic math computations.

Ability to climb a height of 15 feet in order to repair or install communication equipment.

Ability to stoop and bend in order to repair or install communication equipment

Ability to work in confined places in order to repair or install communication equipment.

Ability to lift up to fifty (50) pounds in order to move equipment and supplies.

SPECIAL REQUIREMENTS: Must have and maintain a valid Alabama Driver's License and insurable driving record. Must submit to criminal background check. May be required to work nights, weekends, and holidays for emergencies and special events.

MINIMUM QUALIFICATIONS: High school diploma or GED and 1 year of experience in the installation, diagnosis, and/or repair of communications, sound, security and/or navigation

equipment in vehicles. Applicable education (technical training in electronics, auto mechanics or related field) may be substituted for experience on a month-to-month ratio.

ELECTRONIC SYSTEMS TECHNICIAN

APPROVALS:	
Supervisor	Date
Division Head	Date
Department Head	Date

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

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Department Head

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date

Finance Director

Date

ADMINISTRATIVE APPROVAL:

County Administrator

Date

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department Head: _____

Destination: _____

Departure Date: _____

Return Date: _____

Purpose of Travel: _____

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

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

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval: _____

County Administrator

Date _____