



INFORMATION SESSION

9:00 AM - January 5, 2021

Montgomery County Courthouse, Annex III

Page

CALL TO ORDER AND WELCOME AT 9:00 A.M.

PRAYER

SCHEDULED ATTENDEES

1. Report from City/County Emergency Management Agency
2. Presiding Judge Johnny Hardwick
3. George Speake, County Engineer
4. Hannah Hawk, Manager of Public Affairs

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

FUTURE AGENDA ITEMS

1. Consider Contract with ICS Solutions for Inmate Telephone and Video Visitation Services, Detention Center 2 - 4
[Agenda Item Memo - 20-202 - Pdf](#)
2. Consider Bid Award to Climate Service, Inc. for Preventive Maintenance on HVAC for Various County Buildings, Support Services 5 - 8
[Agenda Item Memo - 20-196 - Pdf](#)
3. Consider MOU to Fund Salary for Full-Time Referee in Juvenile Court, County Commission 9 - 10
Presenter: Johnny Hardwick
[Agenda Item Memo - 20-203 - Pdf](#)

RECESS TO FORMAL SESSION



Memo

Re: Contract for Inmate Telephone and Video Visitation Services
Date: County Commission - Information Session - Jan 05 2021
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request approval of award of a three (3) year contract on the above referenced Invitation to Bid to ICS Solutions, for a commission rate of 88% for Part I: Inmate Telephone System and a commission rate of 64% for Part II: Video Visitation Service being paid to Montgomery County, be placed on a future agenda.

ICS offered the best overall solution to the Montgomery County Detention Facility for Part I: Inmate Telephone and Part II: Video Visitation Services.

Coordination of award made with Derrick Cunningham, Sheriff.

ATTACHED:

[Inmate Telephone Service](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Florence Cauthen, County Administrator

From: Derrick Cunningham, Sheriff

Date: December 30, 2020

Re: Invitation to Bid No. 52200-21B-003
Installation, Service and Operations of the Inmate Telephone and
Video Visitation Services

I request approval of award on the above referenced Invitation to Bid to Inmate Calling Solutions, LLC dba ICSolutions, for a commission rate of 88% for Part I: Inmate Telephone Systems and a commission rate of 64% for Part II: Video Visitation Service being paid to Montgomery County, be placed on a future agenda.

Inmate Calling Solutions dba ICSolutions offered the best overall solution to the Montgomery County Detention Facility for Part I: Inmate Telephones and Part II: Video Visitation Services.

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

DC/ms

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

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

www.montgomerysheriff.com

Purchasing Department
Montgomery County Commission

[illegible]

Notes:



Memo

Re: Invitation to Bid No. 51901-21B-004 Preventive Maintenance HVAC for Various County Buildings

Date: County Commission - Information Session - Jan 05 2021

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 only bid received, Climate Service, Inc. in the amount of \$264,350.00 annually to furnish Preventive Maintenance on Heating, Ventilation, Air Conditioning and Controls at the Montgomery County Commission Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and Montgomery Detention Facility, Mac Sim Butler Detention Facility, Montgomery County Youth Facility, Probate West, Probate South and Probate East be placed on a future agenda.

Coordination of award made with Lamar Allen, General Service Director, Support Service.

ATTACHED:

[Tabulation 51901-21B-004 Preventive Maintenance HVAC for Various County Building Contract No. 51901-21B-004 - Preventive Maintenance HVAC](#)

Purchasing Department
Montgomery County Commission

[illegible]

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 1st day of February 2021 by and between Climate Service, Inc. of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Climate Service, Inc. agrees to furnish Preventive Maintenance on Heating, Ventilation, Air Conditioning and Controls in accordance with the original equipment manufacturer (OEM) specifications and recommendations at the Montgomery County Commission Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and Montgomery Detention Facility, Mac Sim Butler Detention Facility, Montgomery County Youth Facility, Probate West, Probate South and Probate East in accordance with all the provisions of Invitation to Bid No. 51901-21B-004, as advertised by the Montgomery County Commission on November 16, 2020, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Climate Service, Inc. 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 the Contract will begin on February 1, 2021 and will end on January 31, 2024.
3. That quoted price will remain firm for the duration of the Contract.
4. That Montgomery County Commission and Climate Service, Inc. reserves the right to cancel this contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
5. That Climate Service, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
6. Climate Service, Inc. 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 cost, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Climate Service, Inc., 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 loses, claims, liens, demands

and causes of action arise out of the negligent acts or omissions of Climate Service, Inc., its employees, agents and officers. Climate Service, Inc. also agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution 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 Climate Services, Inc.
8. 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 1st date of February 2021.

WITNESS:

CLIMATE SERVICE, INC.

By: _____

Title: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____



Memo

Re: Juvenile Court Full-Time Referee
Date: County Commission - Information Session - Jan 05 2021
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

At the request of Presiding Judge Johnny Hardwick, Administrative Office of the Courts (AOC) has agreed to create a position for a Court Referee I for the Juvenile Court in Montgomery County and to fund the benefits associated with the position if the Commission will fund the salary.

Pursuant to a Memorandum of Understanding with AOC, Montgomery County Commission currently reimburses AOC \$55,000 annually for a part-time referee. The starting salary for a Court Referee I is \$47,805.60. AOC is requesting that the referee receive a two step (5%) salary increase to \$50,195.88 following a successful six month probationary period.

AOC will provide an MOU that documents the above agreement for a one year period for approval by the Commission to replace the current MOU.

ATTACHED:

[JudgeHardwick12.30.2020](#)



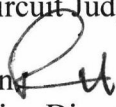
ADMINISTRATIVE OFFICE OF COURTS
300 Dexter Avenue
Montgomery, Alabama 36104
(334) 954-5000

Tom Parker
Chief Justice

Rich Hobson
Administrative Director of Courts

MEMORANDUM

TO: Judge Johnny Hardwick
Presiding Circuit Judge, 15th Judicial Circuit

FROM: Rich Hobson 
Administrative Director of Courts

DATE: December 30, 2020

RE: Full-time Court Referee I

It was good talking with you and Florence Cauthen recently about the possibility of hiring a full-time court referee, though a partnership with the Administrative Office of Courts (AOC) and the Montgomery County Commission. Our conversation included a proposal that the Montgomery County Commission would continue to pay the salary portion for the position through a Memorandum of Understanding (MOU) and that the AOC would provide the benefits, taxes, and other administrative requirements for the position. In sum, the new position would be for a State employee and the AOC would take care of implementation of the hiring process, evaluations, and other benefit/payroll management details as it relates to this position. This position is slotted to be hired at Step 1 of the Court Referee I classification and the Montgomery County Commission will be billed quarterly for its portion of the payment.

I believe the position is needed in terms of case management in the Juvenile Justice and Family Court area to provide assistance to the judges of the 15th Judicial Circuit.

Thank you for your leadership of the 15th Judicial Circuit. We will draft an MOU between the two entities when we receive the word to proceed. In the meantime, please do not hesitate to contact me if you have any questions.

c: Florence Cauthen, Montgomery County Administrator
Vonda Sanders, HR Director, AOC