



AGENDA

County Commission - Formal Session Meeting

10:00 AM - August 3, 2021

Montgomery County Courthouse, Annex III

Page

WELCOME AT 10:00 A.M.

INVOCATION BY COMMISSIONER HARRIS

PLEDGE OF ALLEGIANCE LED BY CHAIRMAN DEAN

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PUBLIC HEARING

Public Hearing regarding Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC located at 7625 Jessie Reid Lane for the August 7 & 28, 2021 Events, Montgomery, AL 36105

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[Newspaper Legal Notice Form - Festival Latino - August 7 & 28, 2021 Events](#)

PRESENTATION OF THE MINUTES

1. Consider Minutes of the Regular Meeting of July 20, 2021

CONSENT AGENDA

2. Consider Accounts Payable Checks and Payroll Checks

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[Accounts Payable and Payroll Checks 08-03-2021](#)

NEW BUSINESS

3. Consider Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino located at 7625 Jessie Reid Lane for the August 7 & 28, 2021 Events, Montgomery, AL 36105, County Commission

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[Alcohol License Application Rancho El Paraiso August 7 Event](#)

4. Consider Amendment No. 2 to Contract with Safe Guard Pest Services for Pest Control Services, Support Services

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[Agenda Item Memo - 21-182 - Pdf](#)

5. Consider Agreement with the Alabama Department of Transportation (ALDOT) concerning Funding for Resurfacing Meriwether Road from US 231 Eastward to

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Pike Road (4.287 miles), Project No. STPMN-5120(251), MCP 51-09-20, CPMS Ref. # 100071673, Engineering

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| | 8-3-2021 Designated Revenue Appropriations | |
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| | PFR Unbudgeted Civil Engineer Tech I 7006 | |
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2. Legal Support Assistant, Position Number 408020016
[PFR Retired RSA DA 8001](#)
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17. Consider Position Fill Request - Engineering Department 52
1. County Road Equipment Operator I, Position Number 660551003
[PFR CREO I 1003](#)
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REPORTS FROM STAFF

County Attorney

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of an Alcohol License at this location, namely:

NAME: Rancho El Paraiso, LLC

ADDRESS: 7625 Jessie Reid Lane, Montgomery, AL 36105

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE

THE COUNTY COMMISSION AT:

10:00 A.M. August 3 , 2021
 (MONTH) (DAY) (YEAR)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Florence M. Cauthen, P.O. Box 1667, Montgomery, Alabama 36102-1667.

**Florence M. Cauthen, County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before July 27, 2021

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME

**MONTGOMERY COUNTY COMMISSION
MEETING DATE AUGUST 3, 2021**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 7-16-2021	
Check Numbers: 303002 – 303133	Total Checks Paid: \$ 486,841.01

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 7-23-2021	
Check Numbers: 303134 – 303276	Total Checks Paid: \$ 1,907,315.59

PAYROLL CHECKS DATED 7-30-2021	
Check Numbers: 136657 – 136726	Total: \$ 64,821.49
Direct Deposits	Total: \$ 1,216,367.33
Federal Deposits	Total: \$ 318,219.10
Total Payroll Paid	Total: \$ 1,599,407.92

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



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210706160927330

Type License: 150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS **State:** \$100.00 **County:** \$100.00

Type License: **State:** **County:**

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Filing Fee:** \$50.00

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Transfer Fee:**

Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HIGHWAY MONTGOMERY, AL 36116

County: MONTGOMERY **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: CORP 00375 PG 0957-0959

Do you sell Draft Beer?:

Date Incorporated: 09/04/2019 **State incorporated:** AL **County Incorporated:** MONTGOMERY

Date of Authority: 09/04/2019

Federal Tax ID: 85-3557925

Alabama State Sales Tax ID: r010900523

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES MARTINEZ BROWN	OWNER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

Contact Person: JAMES M BROWN

Business Phone:

Fax:

Home Phone:

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

License 1: 011541051

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210706160927330

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **EDGAR VALERIOS AVALOS**
What is lessors primary business? **PROPERTY OWNER**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **30000** Display Square Footage:
Building seating capacity: **9999** Does Licensed premises include a patio area? **NO**
License Structure: **ONE STORY** License covers: **OTHER**
Number of licenses in the vicinity: Nearest:
Nearest school: **0 blocks** Nearest church: **0 blocks** Nearest residence: **0 blocks**
Location is within: **COUNTY** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20210706160927330

Initial each

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20210706160927330



Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less? YES

More than 30 days? NO

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 08/07/2021 Ending Date: 08/28/2021

Special terms and conditions for special event/special retail:

Other Explanations

Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?: JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS

License Covers: OUTSIDE AREA

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD ON AUG 7, 2021 AND AUG 28, 2021. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.



Memo

Re: Contract Amendment for Pest Control Services
Date: County Commission - Formal Session - Aug 03 2021
To: Montgomery County Commission
From: Cynthia Hill, Buyer I

BACKGROUND INFORMATION:

Request that attached Amendment No. 2 to Safe Guard Pest Services, for Pest Control Services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one(1) year, beginning September 1, 2021 and ending August 31, 2022.

Safe Guard Pest Services, chooses not to increase prices during this contract period. All provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen Support Services.

ATTACHED:

[Amendment No. 2 Contract No. 51901-19B-021 Safe Guard Pest Services](#)

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

Amendment
To
Contract # 51901-19-021

Amendment No. 2

Contract with Safe Guard Pest Services for Pest Control Services is hereby extended for one (1) year beginning September 1, 2021 and ending August 31, 2022.

Prices will not increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

SAFE GUARD PEST SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Agreement for Resurfacing Meriwether Road from US 231 to Pike Road
Date: County Commission - Formal Session - Aug 03 2021
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

Funding is 80% Federal (MPO) funds (\$596,277.40) and 20% County (gasoline tax) funds (\$149,069.35) for a total project cost of \$745,346.75.

FINANCIAL IMPACT:

The 20% County matching funds are budgeted in the Engineering Department's FY 2021 budget.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Meriwether Road Funding Agreement STPMN-5120\(251\)MCP 51-09-20 100071673](#)

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
MONTGOMERY COUNTY COMMISSION**

**Resurfacing on CR-40
(Meriwether Road)**

**Project No. STPMN-5120(251)
County Project No. MCP 51-09-20
CPMS Ref# 100071673**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-40 (Meriwether Road) from SR-23 (US-231) to CR-85 (Pike Road); Length – 4.287 miles; Project# STPMN-5120(251); MCP 51-09-20; CPMS Ref# 100071673.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$596,277.40 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 596,277.40
County Funds	\$ 149,069.35

TOTAL (Incl CE&I)	\$ 745,346.75

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE.

Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, 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.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____

Clerk (Signature)

By: _____

As Chairman (Signature)

Print Name of Clerk

(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____

William F. Patty,

Chief Counsel

RECOMMENDED FOR APPROVAL:

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the Montgomery County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Resurfacing on CR-40 (Meriwether Road) from SR-23 (US-231) to CR-85 (Pike Road);
Length – 4.287 miles; Project# STPMN-5120(251); MCP 51-09-20; CPMS Ref# 100071673.**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this_____day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017



Memo

Re: Amendment No. 2 Liberty Disposal, Inc.
Date: County Commission - Formal Session - Aug 03 2021
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request the approval of the attached Amendment No. 2 to Liberty Disposal, Inc. to add a 6 Cubic Yard Easy Load Slap Top Commercial Dumpster with a Lock Bar at Elton N. Dean, Sr. Park; collection one (1) time per week. The monthly cost for the dumpster and collection service is \$150.00.

All other provisions of the contract shall remain the same.

This contract amendment was coordinated with James Williams, Parks and Recreation Director

ATTACHED:

[Amendment No. 2 Contract No. 51901-20B-017 Liberty Disposal, Inc.](#)

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

Amendment
To
Contract No. 51901-20B-017
Dumpster Rental and Trash Collection Service

Amendment No. 2

Contract with Liberty Disposal, Inc. for Dumpster Rental and Trash Collection Service, is hereby amended to add a 6 Cubic Yard Easy Load Slant Top Commercial Dumpster with a Lock Bar at Elton N. Dean Sr. Park; collection service one (1) time per week. The monthly cost is \$150.00 for the dumpster and collection service.

All other provisions of the contract shall remain the same.

WITNESS:	LIBERTY DISPOSAL, INC.
_____	BY: _____
	TITLE: _____

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



Memo

Re: Amendment No. 3 Harrison and Associates, LLC
Date: County Commission - Formal Session - Aug 03 2021
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request the approval of the attached Amendment No. 3 to Harrison and Associates, LLC for landscape maintenance at Montgomery Industrial Park.

Amendment No. 3 will allow the contract to extend from September 1, 2021 to October 31, 2021.

Prices and all other provisions will remain the same.

This contract extension was coordinated with James Williams, Parks and Recreation Director.

ATTACHED:

[Amendment No. 3 to Contract 51901-18B-024 Harrison and Associates, LLC](#)

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

Amendment
To
Contract # 51901-18B-024
Landscape Maintenance – Industrial Park

Amendment No. 3

Contract with Harrison and Associates, LLC for landscape maintenance at Montgomery Industrial Park, is hereby extended beginning September 1, 2021 and ending October 31, 2021.

There will be no price increase during this period.

All other provisions of the contract will remain the same.

WITNESS:

HARRISON AND ASSOCIATES, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Inmate Healthcare Services for the Detention Facility and Youth Detention Facility

Date: County Commission - Formal Session - Aug 03 2021

To: Montgomery County Commission

From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

An RFP for Inmate Healthcare Services for the Detention Facility and Youth Detention Facility was released on April 29, 2021 to 13 different vendors. Purchasing also posted the RFP for review. We received five proposals. Representatives from two of the five were asked to come in for face to face meetings to go over certain aspects of their proposals.

RECOMMENDATION:

Upon review and scoring based on categories listed in the RFP, it is my recommendation that NaphCare be awarded the contract for Inmate Healthcare Services for the Detention Facility and the Youth Detention Facility effective October 1, 2021. I am requesting this item be placed on the next agenda for approval.



Memo

Re: Montgomery City/County Public Library Board
Date: County Commission - Formal Session - Aug 03 2021
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The terms of Betsy Atkins and Janice Franklin have expired as Board Members of the Montgomery City-County Public Library Board. At the Commission meeting on June 15, 2021, Vice Chairman Singleton recommended the reappointment of Betsy Atkins. Commissioner Harris recommended the appointment of Janel Bell-Haynes to replace Janice Franklin.

ATTACHED:

[Member Directory 2020](#)

**Montgomery City-County Public Library
Board of Trustees
2019 Directory**

Patina Moss
County Appointment
2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com
Term Expires: June 1, 2023

Phill Johnson, PhD
County Appointment
1572 Westbury Park CT
Montgomery, AL 36117
Cell # 315-4507
Pjohns23@aum.edu
Term Expires: June 1, 2022

Joseph D. Trimble
County Appointment
512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2023

Gary Burton, Vice President
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Theresa Steele Mitchell
County Appointment
554 East Fairview Avenue
Montgomery, AL 36106
Phone C# 334-603-5949
tsteelemitchell@gmail.com
Term Expires: June 1, 2024

Katie Bell, President
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2020

ShaKenya Calhoun
City Appointment
4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017

Michael Fritz
City Appointment
25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com
Term Expires: June 1, 2021

Cassandra E. Brown
City Appointment
P.O. Box 251402
Montgomery, AL 36125
Phone H #286-0791
Cell # 324-9191
cebrown49@gmail.com
Term Expires: September 21, 2020

Janet Waller, Secretary
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2022

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Janice Franklin, Ph D
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

VACANT
President, Library Foundation

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2023

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2022

Ron Simmons
City Appointment
1219 Parama Court
Montgomery, AL 36109
Phone W # 230-8356
Cell # 303-0847
rsimmons@montgomerychamber.com
Term expires: September 21, 2023

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

4 year terms

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 8/3/2021 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			15,000	22,800	700	0	265	38,765
C-2021-68	Alabama Junior Miss, Inc., d/b/a Distinguished Young Women of Alabama	Expenses used during the Distinguished Young Women of Montgomery County Contest			700			700
NC-2021-30	Montgomery County Sheriff's Fund	National Night Out Expenses					250	250
NC-2021-31	City of Montgomery, Neighborhood Svcs.	Old Cloverdale Association	5,000					5,000
NC-2021-32	City of Montgomery, Neighborhood Svcs.	Green Acres Neighborhood Association	3,750					3,750
	Total Appropriations 8/3/2021		8,750	0	700	0	250	9,700
	APPROPRIATED BUDGET BALANCE		6,250	22,800	0	0	15	29,065
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 8/3/2021 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			53,052	63,000	200	70,000	33,427	219,679
BOE-2021-51	Jefferson Davis High School	Principal's Discretionary Fund	5,000					5,000
BOE-2021-52	Dalraida Elementary School	Dalraida PE Dept. - Challenge 100 Mile Prog. to Buy Incentives, Materials, Prizes, Awards, etc.			200			200
	Total Appropriations 8/3/2021		5,000	0	200	0	0	5,200
	APPROPRIATED BUDGET BALANCE		48,052	63,000	0	70,000	33,427	214,479
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 8/3/2021 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			191,737	100,525	65,800	138,791	119,610	41,275	657,738
DR-C-2021-78	Alabama Junior Miss, Inc., d/b/a Distinguished Young Women of Alabama	Expenses used during the Distinguished Young Women of Montgomery County Contest				300			300
DR-C-2021-79	Montgomery Area Nontraditional Equestrians (MANE)	The MANE Horse Club to Participate in the Southern Regionals 4-H Horse Show						1,200	1,200
DR-C-2021-80	Alabama National Fair	Creative Living Center						500	500
DR-NC-2021-32	City of Montgomery, Neighborhood Svcs.	Foxwood H. A.						5,000	5,000
DR-NC-2021-33	City of Montgomery, Neighborhood Svcs.	Jones Road N. A.						2,000	2,000
DR-NC-2021-34	Water Works & Sanitary Sewer Board of the City of Montgomery	Upgrade Study on the Sewer Project for Madison Park Community					3,500		3,500
DR-NC-2021-35	Dalraida Elementary School	Dalraida PE Dept. - Challenge 100 Mile Prog. to Buy Incentives, Materials, Prizes, Awards, etc.				1,800			1,800
	Total Appropriations 8/3/2021		0	0	0	2,100	3,500	8,700	14,300
	APPROPRIATED BUDGET BALANCE		191,737	100,525	65,800	136,691	116,110	32,575	643,438
	County Administrator	Date							

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:



Montgomery County Commission

Position Fill Request – Unbudgeted

County Commission - Information Session - Jul 20 2021

Department: Engineering

Department Head: GEORGE SPEAKE

Supervisor: George Speake

POSITION INFORMATION:

Title: Civil Engineer Tech I

Number: 640627006

Pay Grade: A05

Pay Range: 33,287 - 49,734

Type of Hire: Promotional

Type of Appointment: Permanent

Proposed Effective Date: July 26, 2021

JUSTIFICATION:

Due to recent retirements and subsequent promotions, we need to realign personnel in our construction section so that we can adequately meet demands associated with road resurfacing projects, development review and inspection, utility permitting and inspection, bridge inspections, and day-to-day operations. As such, we are requesting addition of two (2) promotional Civil Engineering Technician I positions to be immediately followed with deleting two (2) existing positions (one (1) Civil Engineering Technician II position and one (1) Engineering Aide II position). After the promotions we would have one (1) remaining Engineering Aide II vacancy which we propose to be filled open and competitively.

GEORGE SPEAKE

Department Head

July 13, 2021

Date

FINANCIAL IMPACT:

The addition of 2 Civil Engineering Tech I positions and the deactivation of the Engineering Aide II position and Civil Engineering Tech II position will result in an approximate annual cost of \$5,500. The savings from filling the other position with a new employee will offset the cost since at a lower pay step.

Sherrill Thomas

Finance Director

July 14, 2021

Date

ADMINISTRATIVE REVIEW/COMMENTS:

Florence M. Cauthen/tn

County Administrator

July 15, 2021

Date



Montgomery County Commission

Position Fill Request – Unbudgeted

County Commission - Information Session - Jul 20 2021

Department: Engineering

Department Head: GEORGE SPEAKE

Supervisor: George Speake

POSITION INFORMATION:

Title: Civil Engineer Tech I

Number: 640627007

Pay Grade: A05

Pay Range: 33,287 - 49,734

Type of Hire: Promotional

Type of Appointment: Permanent

Proposed Effective Date: July 26, 2021

JUSTIFICATION:

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GEORGE SPEAKE

Department Head

July 13, 2021

Date

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Sherrill Thomas

Finance Director

July 14, 2021

Date

ADMINISTRATIVE REVIEW/COMMENTS:

Florence M. Cauthen/tn

County Administrator

July 15, 2021

Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419021 (Replace of K
Lewis)

Pay Grade: PCT

Pay Range: 32,238

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 9, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

July 27, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419150 (Replace A.
Robinson)

Pay Grade: PCT

Pay Range: 32,238

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 9, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

July 27, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Detention Facility

Department Head: Derrick Cunningham

Supervisor: Sonja Pritchett

POSITION INFORMATION:

Title: Corrections Officer
Trainee

Number: 500419178 (Replace S.
Ivey)

Pay Grade: PCT

Pay Range: 32,238

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 9, 2021

DEPARTMENT INFORMATION:

Derrick Cunningham
Department Head

July 27, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: District Attorney's Office

Department Head: Daryl Bailey

Supervisor: Daryl Bailey

POSITION INFORMATION:

Title: Retired RSA
Emp/TechPara

Number: 400078001

Pay Grade: A05-15

Pay Range: \$23.91 per hour \$32,000
max

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 9, 2021

DEPARTMENT INFORMATION:

Daryl Bailey
Department Head

July 16, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 19, 2021
Date

Sherrill Thomas
Finance Director

July 19, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 19, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: District Attorney's Office

Department Head:

Daryl Bailey

Supervisor:

Michael Briddell

POSITION INFORMATION:

Title: Legal Support Assistant

Number:

408020016 (Replace I. Thomas)

Pay Grade: A05

Pay Range:

\$33,287 - \$49,734

Type of Hire: New

Type of Appointment:

Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

Daryl Bailey
Department Head

July 28, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Engineering

Department Head: GEORGE SPEAKE

Supervisor: George Speake

POSITION INFORMATION:

Title: COUNTY ROAD
EQUIPMENT
OPERATOR I

Number: 660551003 Replacing H
Smith

Pay Grade: S04

Pay Range: 26,879 - 40,162

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 9, 2021

DEPARTMENT INFORMATION:

GEORGE SPEAKE

Department Head

July 28, 2021

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

July 28, 2021

Date

Sherrill Thomas

Finance Director

July 28, 2021

Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen

County Administrator

July 28, 2021

Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: MCC/Finance

Department Head: Sherrill Thomas

Supervisor: Twyla Jackson

POSITION INFORMATION:

Title: Account Clerk

Number: 210116004 - Replace P. Adams

Pay Grade: A04

Pay Range: \$29,628 - \$44,267

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: September 1, 2021

DEPARTMENT INFORMATION:

Sherrill Thomas
Department Head

July 22, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 22, 2021
Date

Sherrill Thomas
Finance Director

July 23, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Probate Judge's Office

Department Head: J C Love, III

Supervisor: Octavius Jackson

POSITION INFORMATION:

Title: Customer Service Clerk

Number: 750016001 - Replace L. Bonner

Pay Grade: A04

Pay Range: \$29,628 - \$44,267

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

J C Love, III
Department Head

July 28, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Probate Judge's Office

Department Head: J C Love, III

Supervisor: Octavius Jackson

POSITION INFORMATION:

Title: Probate Court Clerk

Number: 750062065 - Replace B. Eason

Pay Grade: A05

Pay Range: \$33,287 - \$49,734

Type of Hire: New

Type of Appointment: Permanent

Proposed Effective Date: August 23, 2021

DEPARTMENT INFORMATION:

J C Love, III
Department Head

July 28, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 28, 2021
Date

Sherrill Thomas
Finance Director

July 28, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Probate Judge's Office

Department Head: J C Love, III

Supervisor: Octavius Jackson

POSITION INFORMATION:

Title: Retired RSA
Clerical/Semi-Skilled

Number: 750077001 - Replace T.
Tullis

Pay Grade: A03

Pay Range: \$14.93 per hour

Type of Hire: New

Type of Appointment: Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

J C Love, III
Department Head

July 28, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 29, 2021
Date

Sherrill Thomas
Finance Director

July 29, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 29, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Youth Facility/Court

Department Head:

Ray Williams/lp

Supervisor:

Ray Williams

POSITION INFORMATION:

Title: Juvenile Probation Officer

Number:

930304007 - replacing
Parham

Pay Grade: A06

Pay Range:

\$37,373 - \$55,841

Type of Hire: New

Type of Appointment:

Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

Ray Williams/lp

Department Head

July 26, 2021

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

July 26, 2021

Date

Sherrill Thomas

Finance Director

July 26, 2021

Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen

County Administrator

July 28, 2021

Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Youth Facility/Court

Department Head:

Ray Williams/lp

Supervisor:

Ray Williams

POSITION INFORMATION:

Title: Juvenile Probation Officer

Number:

930304026 - replacing T
Lindsey

Pay Grade: A06

Pay Range:

\$37,373 - \$55,841

Type of Hire: New

Type of Appointment:

Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

Ray Williams/lp

Department Head

July 26, 2021

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

July 26, 2021

Date

Sherrill Thomas

Finance Director

July 26, 2021

Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen

County Administrator

July 28, 2021

Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Youth Facility/Court

Department Head: Ray Williamis/lp

Supervisor: Ray Williams

POSITION INFORMATION:

Title: Juvenile Probation
Supervisor

Number: 930308031 Replace P
Strickland

Pay Grade: A10

Pay Range: \$57,875 - \$86,470

Type of Hire: Promotional

Type of Appointment: Permanent

**Proposed
Effective Date:** August 23, 2021

DEPARTMENT INFORMATION:

Ray Williamis/lp
Department Head

July 26, 2021
Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
Employee Benefit Manager

July 26, 2021
Date

Sherrill Thomas
Finance Director

July 26, 2021
Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen
County Administrator

July 28, 2021
Date



Montgomery County Commission

Position Fill Request – Budgeted Vacancy

County Commission - Formal Session - Aug 03 2021

Department: Youth Facility/Detention

Department Head:

Brandi K. Alexander

Supervisor:

Brandi Alexander

POSITION INFORMATION:

Title: Juvenile Detention Officer

Number:

900300009 - Replace S. Jones

Pay Grade: PC1

Pay Range:

\$33,575-\$50,165

Type of Hire: New

Type of Appointment:

Permanent

Proposed Effective Date: September 6, 2021

DEPARTMENT INFORMATION:

Brandi K. Alexander

Department Head

July 27, 2021

Date

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

July 28, 2021

Date

Sherrill Thomas

Finance Director

July 28, 2021

Date

ADMINISTRATIVE APPROVAL:

Requested position is vacant and budgeted.

Florence Cauthen

County Administrator

July 28, 2021

Date

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

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
Private Vehicle

Commercial Air
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 _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

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
Private Vehicle

Commercial Air
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 _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

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 _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

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
Private Vehicle

Commercial Air
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 _____