



INFORMATION SESSION

9:00 AM - August 3, 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. Sheriff Derrick Cunningham
3. Finance Director Sherrill Thomas
4. County Engineer George Speake
5. Director of Risk Management Holly Leverette
6. Parks & Recreation Director James Williams
7. Manager of Public Affairs Hannah Hawk
8. Executive Director Myles Mayberry with ASU Center for Leadership and Public Policy
9. Ms. Barbara Mays with SOAR Educational Village

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

FUTURE AGENDA ITEMS

1. Consider FY 2022 Annual Transportation Plan as per "Rebuild Alabama Act", Engineering Department 3 - 5
Presenter: George Speake
[Agenda Item Memo - 21-181 - Pdf](#)
2. Consider Letter Agreement for Funding Resurfacing of Wasden Road and Lamar Road, Project No. MCP 51-01-21, Engineering Department 6 - 8
Presenter: George Speake
[Agenda Item Memo - 21-180 - Pdf](#)
3. Consider Health Reimbursement Account and Flexible Spending Account Renewal with Alliance Insurance Group, Risk Management 9 - 11
Presenter: Holly Leverette
[Agenda Item Memo - 21-191 - Pdf](#)
4. Consider 2021-2022 BCBS Benefit Plan and Administration Agreements, Risk Management 12 - 18
Presenter: Holly Leverette
[Agenda Item Memo - 21-192 - Pdf](#)
5. 19 - 22

Consider Increase in Employee and Retiree Health Insurance Premiums, Risk Management

Presenter: Holly Leverette

[Agenda Item Memo - 21-193 - Pdf](#)

6. Consider Scrap Tire Marketing Fund Grant Application for Rubber Mulch at Snowdoun Park, Parks & Recreation Department 23 - 34

Presenter: James Williams

[ADEM Scrap Tire Program Application](#)

7. Consider Memorandum of Understanding with Alabama State University Center for Leadership and Public Policy regarding Redistricting, County Commission 35 - 36

Presenter: Myles Mayberry

[Montgomery CC Redistricting Contract](#)

8. Consider Contract for Services between Levitate Legal & Consulting, LLC, the Montgomery County Commission and the City of Montgomery for Legal and Consulting Services related to the American Rescue Plan Act of 2021, County Commission 37 - 41

[Levitate Legal & Consulting - Contract for Services](#)

PERSONNEL ACTION ITEMS

9. Consider Recommendation to Upgrade the Master Auto Mechanic, Class Code 0592, from Pay Grade S10 (\$38,513 - \$57,540) to S11 (\$42,335 - \$63,255) 42 - 47

Presenter: George Speake

[Agenda Item Memo - 21-190 - Pdf](#)

10. Consider Recommendation by Personnel to Upgrade the Payroll and Benefits Manager from Pay Grade A06 to Pay Grade A08, Finance Department 48 - 49

Presenter: Sherrill Thomas

[Agenda Item Memo - 21-189 - Pdf](#)

RECESS TO FORMAL SESSION



Memo

Re: Approval of FY 2022 Annual Transportation Plan as per "Rebuild Alabama Act"
Date: County Commission - Information Session - Aug 03 2021
To: Montgomery County Commission
From: George Speake, County Engineer

BACKGROUND INFORMATION:

Section 11(d) of Act No. 2019-2 (HB2, 197584-4, March 12, 2019, "Rebuild Alabama Act") signed into law year 2019 requires that an Annual Transportation Plan listing projects for which expenditures of "Rebuild Alabama" funds are intended for the next fiscal year be adopted by the County Commission no later than August 31. Once adopted, the annual plan is to be posted in conspicuous places at the county courthouse, county commission office, and county engineering office.

FINANCIAL IMPACT:

Anticipated "Rebuild Alabama" revenue and expenditure amounts for FY 2022 are listed on the attached transportation plan.

RECOMMENDATION:

Recommend approval

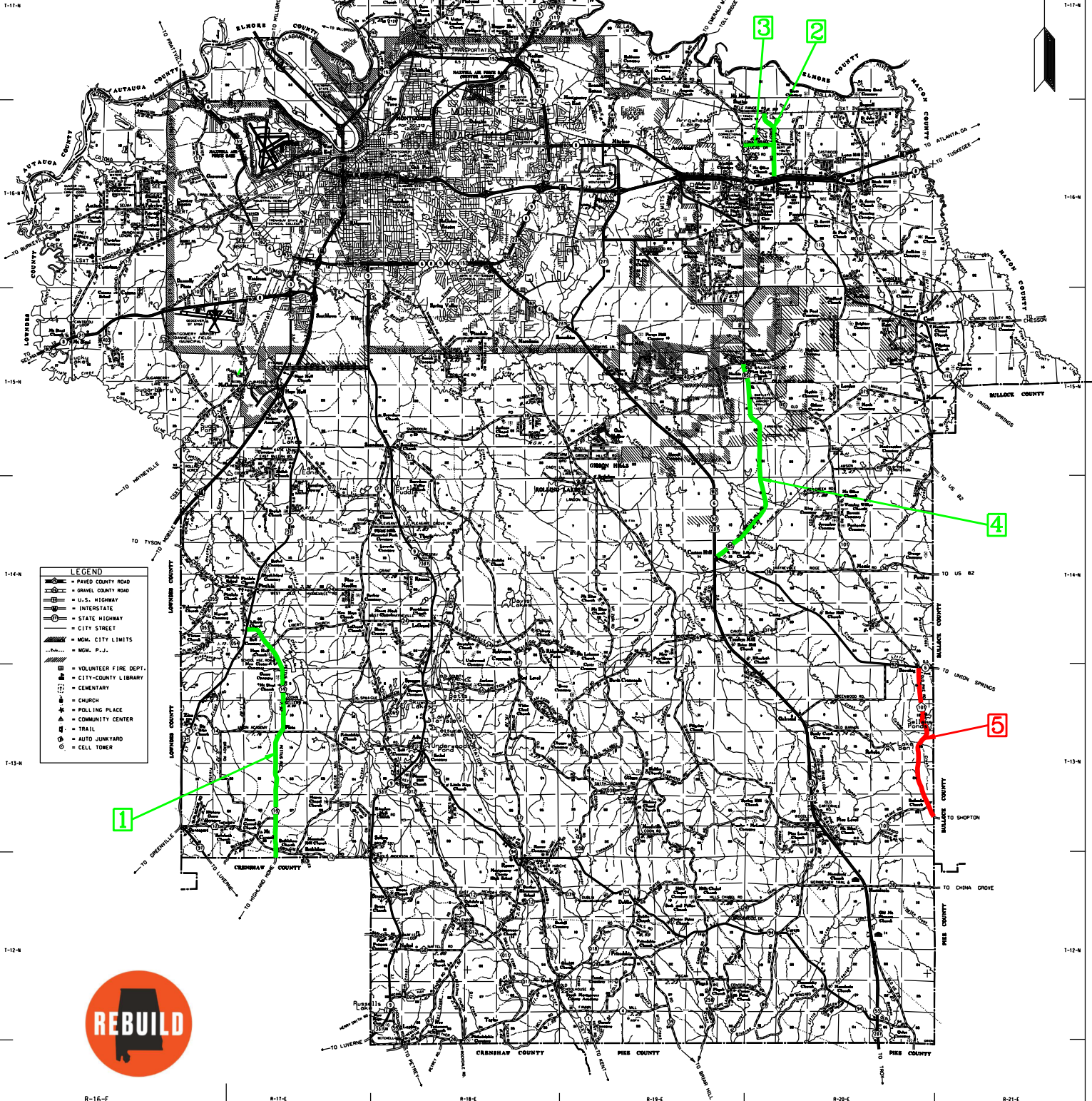
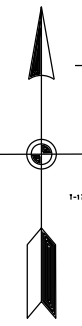
ATTACHED:

[Rebuild Alabama FY 2022 County Transportation Plan Map](#)
[Rebuild Alabama FY 2022 Transportation Plan](#)

FY 2022 COUNTY TRANSPORTATION PLAN

— FAEF
— CRAF

N





FY 2022 County Transportation Plan

Montgomery County



Date Approved by the Montgomery County Commission: August 17, 2021

Date Amended by the Montgomery County Commission: N/A

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount	
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work							
											Estimated Beginning Balance					\$1,581,012.05	\$85,864.33
											Estimated Annual Revenue					\$2,549,956.24	\$400,000.00
1	RA-MCP 51-02-21	Pettus Road	32.0550	86.3547	32.1567	86.3714	X		7.90	Resurfacing and Traffic Stripe	\$869,880.00			CRAF	\$869,880.00		
2	RA-MCP 51-03-21	Sprott Drive	32.3689	86.0864	32.3911	86.0867	X		2.19	Resurfacing and Traffic Stripe	\$240,570.00			CRAF	\$240,570.00		
3	RA-MCP 51-04-21	Edna Brake Lucas	32.3831	86.1036	32.3833	86.0869	X		0.98	Resurfacing and Traffic Stripe	\$170,800.00			CRAF	\$107,800.00		
4	RA-MCP 51-07-21	Old Carter Hill/Old Pike Road	32.1922	86.1167	32.2814	86.1025	X		7.09	Safety Widen	\$205,875.00			CRAF	\$205,875.00		
5	RA-MCP 51-06-21	Old Pike Road	32.0728	85.9969	32.1417	86.0056	X		5.03	Resurfacing and Traffic Stripe	\$553,190.00			FAEF		\$547,288.18	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						23.19	Total CTP Estimated Costs	\$2,040,315.00	\$0.00	\$0.00	Total CRAF/FAEF Remaining Estimated	\$2,706,843.29	(\$61,423.85)	

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

CRAF and FAEF funds shall be included with traditional funding sources to make the FY 2022 County Funded Resurfacing Project. All CRAF shall be used and documented in accordance to Act #2019-2, (The Rebuild Alabama Act). The remaining estimated balance of CRAF shall be carried over for projects in next the fiscal year's CTP. Montgomery County shall use local funds to supplement any short fall FAEF funding towards the Old Pike Road project.



Memo

Re: Letter Agreement for Funding Resurfacing of Wasden Road and Lamar Road, Project No. MCP 51-01-21

Date: County Commission - Information Session - Aug 03 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

Resurfacing of Wasden Road and Lamar Road have been approved for federal funding through the Metropolitan Planning Organization (MPO). The southern portion of each road is located outside the Montgomery city limits and the northern portion of each road is located inside the Montgomery city limits. The City of Montgomery has requested for the County to accomplish this work as a joint City/County project with the City paying 20% matching funds for the portions of the roads that are within the Montgomery City limits and the County paying 20% matching funds for the portions of the roads outside the Montgomery city limits. This would allow for resurfacing the entire length of both roads under one single project (as opposed to two separate projects).

FINANCIAL IMPACT:

The estimated cost for Wasden Road is \$850,000 (\$165,000 City and \$685,000 County). The estimated cost for Lamar Road is \$830,000 (\$600,000 City and \$230,000 County). The City's total amount for both roads would be \$765,000 funded 80% MPO funds (\$612,000) and 20% City matching funds (\$153,000). The County's total amount for both roads would be \$915,000 funded 80% MPO funds (\$732,000) and 20% City matching funds (\$183,000). The County's match is budgeted in our FY 2022 budget, Fund 117.

RECOMMENDATION:

Recommend approval of attached letter agreement and resolution.

ATTACHED:

[Resolution Wasden Lamar Letter Agreement City of Montgomery](#)
[Wasden Road Letter Agreement City Mayor Reed](#)

RESOLUTION NUMBER _____

BE IT RESOLVED by the County Commission of Montgomery County, Alabama, that the County enters into a letter agreement with the City of Montgomery, Alabama, for the following road resurfacing project:

Site 1: Widen, Level, Resurface, and Stripe Wasden Road from the County Line North 4.0 Miles to US Highway 31

Site 2: Widen, Level, Resurface, and Stripe Lamar Road from Wasden Road North 3.0 Miles to US Highway 80

which letter agreement is before this Commission, and that the letter agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County 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 of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____, 20 ____.

ATTESTED:

County Clerk

Chairman, Montgomery County Commission

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 Commission of the County named therein, at a regular meeting of such Commission held on the

_____ 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

SEAL



City of Montgomery, Alabama

June 22, 2021

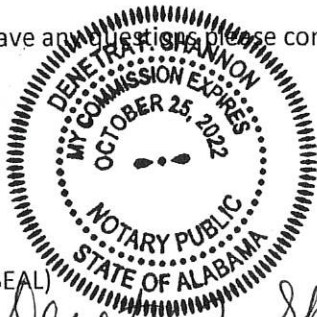
Mr. Elton N. Dean, Sr., Chairman
Montgomery County Commission
100 S. Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Letter Agreement for Project No. MCP 51-01-21
Site 1: Widen, Level, Resurface, and Stripe Wasden Road From the County Line North 4.0 Miles to US Highway 31
Site 2: Widen, Level, Resurface, and Stripe Lamar Road From Wasden Road North 3.0 Miles to US Highway 80

Dear Chairman Dean:

The City appreciates the cooperative effort between the County and City and recognizes the connectivity of our roadways. Therefore, the City is willing to participate in the funding of the above referenced projects. The projects are funded in part by the Montgomery Metropolitan Planning Organization's 2019 Transportation Improvement Program. The City agrees to pay 20% in local funds for the construction cost estimated to be \$153,000 for the portions of the roadway within the City Limits. Any overruns in construction costs on the portions of Wasden Rd and Lamar Rd lying within the Montgomery City Limits will be borne by the City.

If you have any questions, please contact Patrick Dunson, City Engineer (334)625-2690.



(AFFIX SEAL)

Notary: Denise F. Shannon

Sincerely,

Steven L. Reed

By: _____
Montgomery County Clerk (Signature)

Florence M. Cauthen
Print Name of Clerk

By: _____
As Chair of Montgomery County Commission

Elton N. Dean
Print Name of Chairman



Memo

Re: Health Reimbursement Account and Flexible Spending Account Renewal with Alliance Insurance Group

Date: County Commission - Information Session - Aug 03 2021

To: Montgomery County Commission

From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

This is an employee benefit administered by Alliance Insurance Group. The rates per participant are remaining the same for the renewal at \$4.50 per participant with a monthly minimum admin fee of \$200.

FINANCIAL IMPACT:

Budgeted item

RECOMMENDATION:

It is my recommendation that the Health Reimbursement Account and Flexible Spending Account Renewal with Alliance Insurance Group be put on the next agenda for approval.

ATTACHED:

[HRA & FSA Plan Administration Renewal](#)

September Group Benefit Meetings

Wednesday, Sept. 9th

*Risk Management, County Commission,
Parks & Rec, Finance, Purchasing*

9:00 a.m. Commission Chambers

*District Attorney's Office, Board of Registrar's
Office, Probate- Election*

10:30 a.m. Commission Chambers

Thursday Sept. 10th

Appraisal

9:00 a.m.

Friday, Sept. 11th

District Attorney's Office

8:30 a.m. Commission Chambers

Makeup Session- Anyone can attend

9:15 a.m. Commission Chambers

Monday, Sept. 14th

Engineering

7:30 a.m. Ramer

33

Tuesday, Sept. 15th

Engineering

7:00 a.m. Terminal Road

42

7 Probate and Revenue 3

10:00 a.m. McGhee Road

Wednesday, Sept. 16th

Engineering

7:00 a.m. Pike Road

32

Probate

8:00 a.m. Annex III

11

Tax & Audit

10:00 a.m. Annex III

9

Revenue

12:00 p.m. Annex III

8

Probate, Support Services, IT- 11

10:30 a.m. & 11:15 a.m. Commission Chambers

Thursday, Sept. 17th

Engineering

8:00 a.m. Annex 1

Community Corrections

10:00 a.m.

Friday, Sept. 18th

Sheriff's Office – Muster Room

6:30 a.m., 8:30 a.m.,

10:00 a.m. & 5:45 p.m.

Monday, Sept. 21st

Sheriff's Office – Muster Room

6:30 a.m., 8:30 a.m.,

10:00 a.m. & 5:45 p.m.

Youth Detention – Courts

9:00 a.m. & 1:00 p.m.

Youth Detention – Jail

7:30 a.m. & 3:30 p.m.

Tuesday, Sept. 22nd

Probate and Revenue West

8:00 a.m. Fairview Ave.

Personnel

9:30 a.m.

Wednesday, Sept. 23rd

Probate and Revenue East

8:00 a.m. Atlanta Hwy.

Thursday, Sept. 24th

Detention Center- Muster Room

5:30 a.m., 8:30 a.m.,

1:00 p.m. & 5:30 p.m.

Friday, Sept. 25th

Detention Center- Muster Room

5:30 a.m., 8:30 a.m.,

1:00 p.m. & 5:30 p.m.

~~33 booklets~~
43 booklet
8 TARK
35 Tracer



Memo

Re: 2021 - 2022 BCBS Benefit Plan and Plan Administration Agreements
Date: County Commission - Information Session - Aug 03 2021
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

All administrative fees will remain the same as last year as we are in the last year of a negotiated rate. Currently we pay \$50.20 per member per month for BCBS to administer our health and dental plans. There are no changes to BCBS health and dental benefits for the upcoming plan year.

RECOMMENDATION:

It is my recommendation the 2021 - 2022 BCBS Benefit Plan and Plan Administration Agreements be placed on the next agenda for approval.

ATTACHED:

[21-22 BCBS Administration Agreement](#)
[2022 BCBS Benefit Plan Agreement](#)



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the
Blue Cross and Blue Shield Association

**Amendment
to
Enrollment Agreement
Customized BCBSAL Plan**

Group Name: Montgomery County Commission
Group Number: 37913, 97913, 32014
Corporate Code: 379130001
Effective Date: 10/1/2021

Financial: Self Funded
Divisions: All
Document Type: Benefit Change

PHYSICAL ADDRESS

Address 1: 101 S Lawrence St
Address 2:
County: Montgomery
County Code: 51

City: Montgomery
State: AL
Zip: 36104-4268

BILLING ADDRESS

Address 1: PO BOX 1667
Address 2:
County: Montgomery

City: Montgomery
State: AL
Zip: 36102-1667

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	Ms.	Lisa Herring	Payroll & Benefits Manager	(334) 832-1321	lisaherring@mc-ala.org
Benefits:	Mrs.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org
Decision:	Mrs.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Brian Richardson		Brian.Richardson@bcbsal.org
Account Manager:	Stacy Smith	334/213-6624	Stacy.M.Smith@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

[Financial Updates](#)

Special Instructions

PCPM Administrative Costs for both group numbers 37913 and 97913 is effective 10/1/2021-9/30/2022:

Health: \$46.00

Dental: \$2.20

Pharmacy Carve Out- Interface Fee: \$1.00

The administrative fee for Teladoc will remain at \$1.00 PCPM

The COBRA rates for Health will remain the same:

Group 37913: Single Health- \$725.43 and Family Health - \$1,247.99

Group 97913: Single Health- \$635.86 and Family Health - \$1,094.50

The COBRA rates for Dental will remain the same:

Group 37913 and 97913: Single Dental - \$15.59 and Family Dental - \$55.09

The administrative fee for Worker's Compensation (Group #32014) will remain 8.40% of paid claims

The Plan renewal is October, with the financial agreement indicated above. However, the benefit changes are on a calendar year and will be outlined in a separate document with an effective date of 1/1/2022.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized Representative

Stacy M. Smith

Blue Cross and Blue Shield of Alabama
Representative

Title

Account Manager

Title

Date

7/23/2021

Date



**BlueCross BlueShield
of Alabama**

An Independent Licensee of the
Blue Cross and Blue Shield Association

**Amendment
to
Enrollment Agreement
Customized BCBSAL Plan**

Group Name: Montgomery County Commission
Group Number: 37913, 97913, 32014
Corporate Code: 379130001
Effective Date: 1/1/2022

Financial: Self Funded
Divisions: All
Document Type: Renewal

PHYSICAL ADDRESS

Address 1: 101 S Lawrence St	City: Montgomery
Address 2:	State: AL
County: Montgomery	Zip: 36104-4268
County Code: 51	

BILLING ADDRESS

Address 1: PO BOX 1667	City: Montgomery
Address 2:	State: AL
County: Montgomery	Zip: 36102-1667

**GROUP
CONTACTS**

	Sal.	Name	Title	Telephone	Email
Billing:	Ms.	Lisa Herring	Payroll & Benefits Manager	(334) 832-1321	lisaherring@mc-ala.org
Benefits:	Ms.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org
Decision:	Ms.	Holly Leverette	Director Risk Management	(334) 832-1280	hollyleverette@mc-ala.org

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Brian Richardson		Brian.Richardson@bcbsal.org
Account Manager:	Stacy Smith	334/213-6624	Stacy.M.Smith@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners
55433

Employer Identification Number
63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

COBRA

See Special Instructions section.

Pharmacy Changes

The current vendor for prescription drugs is Rx Benefits.

The group will have a combined medical and prescription drug out-of-pocket maximum. Vendor interfacing is required. The interface fee will be \$1.00.

Other Benefit Changes

Vision Coverage

Apply all in-network cost sharing to the in-network out-of-pocket maximum and remove all dollar limits on in-network benefits for members up to the end of the month in which the member turns age 19.

Site of Service

Add/Continue Voluntary Site of Service Program. (SSV)

Home Infusion Benefit

Add Home Infusion. (HIB)

In-network cost sharing: 100% of the allowed amount

Out-of-network cost sharing: In Alabama: 80% of the allowed amount (coinsurance applies to OOP) subject to the benefit period deductible

Out-of-network cost sharing: Outside Alabama: Not Applicable

Full Utilization Management Program

Add the following outpatient benefits, physician benefits and other covered services precertification requirements:

- Certain advanced imaging (such as, for example, MRA, MRI, CT, CTA and PET). (ADV)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain select/reconstructive procedures and durable medical equipment (such as, for example, implantable bone conduction hearing aids; knee arthroplasty; lumbar spinal fusion; and surgery for obstructive sleep apnea; reduction mammoplasty; rhinoplasty; surgery for varicose veins; motorized/power wheelchair). (SS1/WBF)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain genetic laboratory testing (such as, for example, breast cancer (BRCA) testing and genetic carrier screening). (GNT)

If precertification is not obtained, no benefits will be payable under the plan for the services.

- Certain radiation therapy management services (such as, for example, proton beam therapy, cyberknife and stereotactic radiosurgery). (RTM)

If precertification is not obtained, no benefits will be payable under the plan for the services.

AlabamaBlue.com/Precertwebpage will be operational for self-funded groups effective January 1, 2022 and will thereafter not be updated more than twice per calendar year. The Full Utilization Management program currently includes the precertification categories set forth above. Plan may already have some or all of these precertification requirements currently in place.

Precertification Continuous Care:

Employer acknowledges the importance of continuous care when a member transitions from one plan to another. To avoid member disruption in care due to precertification requirements, Employer directs Claim Administrator to transfer any precertification previously obtained by a member under a prior Blue Cross and Blue Shield of Alabama plan to the member's new Blue Cross and Blue Shield of Alabama plan if such items and/or services are covered benefits and determined to still be medically necessary.

Inter-Plan Programs

Other Blue Plan Value-Based Programs

Employer elects to participate in the Inter-Plan Value-Based Programs.

Special Instructions

Effective 1/1/2021, groups 37913 and 97913 will make the following changes:

Adding Expanded Utilization Management Program
Adding Home Infusion.

The Plan renewal is October, the financial agreement is outlined in a separate document with an effective date of 10/1/21. However, the benefit changes are on a calendar year of 1/1 and are outlined in this document effective 1/1/2022.

All other arrangements remain the same.

Riders and codes are for internal use only.

Customer Signature
Authorized Representative

Blue Cross and Blue Shield of Alabama
Representative

Title

Title

Date

Date



Memo

Re: Employee and Retiree Health Insurance Premiums
Date: County Commission - Information Session - Aug 03 2021
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

In the past three years we have stayed flat due to the County Commission absorbing the cost of increases to the plans. The last premium increase for active and retired employees of Montgomery County was October 1, 2017.

RECOMMENDATION:

It is my recommendation that active and retired employees benefit premiums be increased by \$18 per month per the attached schedule. The only exception would be for the over 65 groups. I am requesting this item be placed on a future agenda for approval.

ATTACHED:

[Benefit Plan Comparison July 2021](#)

[Montgomery County Commission Benefit Premium Recommendation](#)

Benefit Plan Comparison July 2021

Autauga County

Medical, Dental, Vision, Basic Life Plan Premiums	
Coverage	Employee Monthly Cost
Single	\$0
Family	\$484

City of Birmingham

Medical Plan Premiums			
Benefit Plan Types	Coverage	Employee Monthly*	Employee Biweekly
Premier Medical Plan	Individual	\$110.50	\$51.00
	Employee +1	\$338	\$156.00
	Family	\$472.33	\$218.00
Value Medical Plan	Individual	\$32.50	\$15.00
	Employee +1	\$145.17	\$67.00
	Family	\$212.33	\$98.00

Spousal Surcharge – Spouses who are eligible to participate in group health coverage through their own employers and do not elect coverage through their employer, are subject to a \$25 per pay period surcharge in the Value plan and a \$50 per pay period surcharge on the Premier plan.

Dental Plan Premiums			
Benefit Plan Types	Coverage	Employee Monthly*	Employee Biweekly
Premier Dental Plan	Individual	\$8.65	\$3.99
	Employee +1	\$30.85	\$14.24
	Family	\$47.95	\$22.13
Value Dental Plan	Individual	\$0.00	\$0.00
	Employee +1	\$5.81	\$2.68
	Family	\$8.65	\$3.99

Vision Plan Premiums		
Coverage	Employee Monthly*	Employee Biweekly
Individual	\$5.09	\$2.35
Employee +1	\$10.23	\$4.72
Family	\$16.47	\$7.60

Group Life and AD&D
Coverage is offered as a separate benefit. Premiums vary based on amounts of coverage, age of covered individual and type of dependent.

* Monthly amounts vary by number of payroll cycles in a month.

Jefferson County

Medical Plan Premiums (1 medical plan)		
Benefit Plan Types	Coverage	Employee Monthly
Medical Plan	Individual	\$123.82
	Employee +1	\$275.61
	Family	\$358.06

Dental Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly
Premier Dental Plan	Individual	\$34.50
	Employee +1	\$65.89
	Family	\$90.33
Value Dental Plan	Individual	\$23.50
	Employee +1	\$44.86
	Family	\$61.50

Vision Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly
Premier Vision Plan	Individual	\$7.84
	Employee +1	\$15.67
	Family	\$22.98
Value Vision Plan	Individual	\$5.33
	Employee +1	\$10.65
	Family	\$15.62

Mobile County

Medical and Dental Plan Premiums**	
Coverage	Employee Monthly Cost
Single	\$79
Family	\$194
Mobile County	\$446

** Participant of the Local Government Healthcare Program

City of Montgomery

Medical, Dental, and Basic Life Plan Premiums (Effective 10/1/2021)		
Benefit Plan Types	Coverage	Monthly Premium
PPO	Individual	\$210
	Family	\$460
	City	\$800
HMP	Individual	\$110
	Family	\$290
	City	\$800

Vision Coverage
additional premium for employee based on type of coverage and plan.

Montgomery County Commission Benefit Premiums (Current since 10/1/2017)

Medical, Dental, Vision, and Basic Life & AD&D Plan Premiums		
Benefit Plan Types	Coverage	Employee Monthly*
HMP	Individual	\$36
	Family	\$202
	Individual Retiree < 65	\$56
	Family Retiree < 65	\$222
	Surviving Spouse < 65	\$350
	Surviving Spouse > 65	\$230
	County	\$770
PPO	Individual	\$64
	Family	\$266
	Individual Retiree < 65	\$84
	Family Retiree < 65	\$286
	Surviving Spouse < 65	\$350
	Surviving Spouse > 65	\$230
	County	\$770

Montgomery County Commission PROPOSED Benefit Premiums effective January 1, 2022 (Increase of \$18 per month)

Medical, Dental, Vision, and Basic Life & AD&D Plan Premiums (Proposed Effective 1/1/2022)		
Benefit Plan Types	Coverage	Employee Monthly*
HMP	Individual	\$54
	Family	\$220
	Individual Retiree < 65	\$74
	Family Retiree < 65	\$240
	Surviving Spouse < 65	\$368
	Surviving Spouse > 65	\$248
	County	\$770
PPO	Individual	\$82
	Family	\$284
	Individual Retiree < 65	\$102
	Family Retiree < 65	\$304
	Surviving Spouse < 65	\$368
	Surviving Spouse > 65	\$248
	County	\$770

* If the employee does not complete the Annual Health Assessment by August 31st of each year an additional \$10 per pay period is deducted as a benefits surcharge.



CARPDC

Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Date: July 19, 2021

To: Florence Cauthen – Montgomery County Administrator

From: Matthew Trest – Regional Economic Recovery Coordinator

Subject: Scrap Tire Marketing Fund Grant Application for Snowdown Park

Please review the attached grant application that proposes to add rubber mulch to Snowdown Park. The Alabama Department of Environmental Management (ADEM) has a grant program called the Scrap Tire Marketing Fund. The grant is funded by a \$1 fee on all replacement tires, and the money in the fund is used to develop and manage the use of scrap tires. In saying that, this grant will cover the cost of material and installation to add rubber mulch to the park which amounts to \$12,356.22. This only leaves the cost of freight to the County which amounts to \$1,634.00.

By adding rubber mulch to Snowdown Park, it becomes a safer option for visitors as rubber mulch is a much softer surface than wooden mulch. Additionally, this is cost effective for the County as there would be less maintenance cost as the rubber mulch does not decay, it insulates the roots, it prevents weeds more effectively, and replacing the mulch would be minimal since rubber mulch does not float nor blow away as easily. This grant is non-competitive, and the County may apply for it again. By using Snowdown Park as a "trial run," the County may measure the long-term benefits from rubber mulch. If the benefits are satisfying, we would be more than happy to look into having rubber mulch installed in all of the County's parks.

Please consider this grant application to be authorized by the County Commission. If approved, please have the chairman sign the two (2) applications enclosed as ADEM requires the submission to have two copies of the application with original signatures.

Please feel free to reach out to me if you have any questions and thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Trest", written over a horizontal line.

Matthew Trest

Regional Economic Recovery Coordinator

430 SOUTH COURT STREET • MONTGOMERY, ALABAMA 36104
TELEPHONE (334) 262-4300 • FAX (334) 262-6976

Montgomery County

Scrap Tire Marketing Fund Grant Application

July 19th, 2021



Central Alabama Regional Planning and Development Commission



Scrap Tire Marketing Fund Grant Application

Applicant Information

Lead Applicant Name/Entity Montgomery County		Regional Planning Commission Area(s): Central Alabama Regional Planning & Development Commission
Physical Address 101 S. Lawrence St.	City Montgomery	County Montgomery

Contact Information

Contact Person Brent Kennedy		Email Address bkennedy@carpdc.com
Governmental Body or Agency Name Central Alabama Regional Planning & Development Commission		Federal Employer ID Number (FEIN) 63-0545817
Mailing Address 430. S. Court St.	City, State Montgomery, AL	Zip Code 36104
Telephone Number 334-262-4300		Fax Number 334-262-6976

Project Costs

Total Estimated Cost of Project Grant Amount Requested	\$13,990.22	\$12,356.22
--	-------------	-------------

General Project Information

Are there partners whether or not providing funds to project? (Describe)	Yes, Montgomery County
Where is the location of the project?	8360 U.S. 331 Montgomery, AL 36105
What is the expected annual visitation of the project?	*** Answer in description
Will the project be open to the public?	Yes
What is the expected quantity of scrap tires used?	2,658 sq. ft. at 6" depth
Who (company/individual) is the source for the scrap tires?	Great Southern Recreation
Have any potential vendors been identified? If so, please list.	Twin States Rec. Struthers Rec. Great Southern Rec.
What is the replicability of the project? (number of potential projects in state, etc.)	Any playground in the state
Owner of property where the project is being installed?	Montgomery County
Has a quote or bid from three different vendors been obtained for the project?	Yes

Has the applicant applied for or received a grant in the past?	Yes
Is the scrap tire material resource located in-state or out-of-state?	Out-of-State
Where is the recycled rubber material manufactured?	New Jersey
What percentage of the material is scrap tire derived?	100%

Continued on back

Project Description <i>(Include the proposal letter for the project of interest.)</i>
--



MEMORANDUM

TO: Alabama Department of Environmental Management

FROM: James Williams, Parks and Recreation Director

DATE: July 19, 2021

SUBJECT: Scrap Tire Marketing Fund Grant Application Proposal for
Snowdoun Park

The Montgomery County Parks & Recreation Department is proposing to replace Snowdoun Park's playground surface from wooden mulch to rubber mulch. This particular park is one of the most heavily utilized parks in our County. Consistent users include a walking group, two exercise groups, Hyundai employees, and U.S. 331 travelers. As we began looking for resources to improve our park, we came across the Scrap Tire Marketing Fund. We feel that it would be an excellent fit for what we are trying to do at Snowdoun Park as the end result would be a safer environment for our visitors as well as cost effective for the County.

Please consider our application for approval. By allowing us to move forward with this project, it opens the door for potentially many more projects alike in the future. Thank you for your time and consideration.

James Williams

Montgomery County Parks & Recreation Director

Montgomery County Recreation Department, PO Box 1667, Montgomery, AL 36102
Phone: 334-832-7181

The Montgomery County Parks & Recreation Department is proposing to replace Snowdown Park's playground surface with rubberized mulch. This is a safer option for our visitors as rubber mulch is a much softer surface than wooden mulch. Additionally, this is cost effective for the County as there would be less maintenance cost as the rubber mulch does not decay, it insulates the roots, it prevents weeds more effectively, and replacing the mulch would be minimal since rubber mulch does not float nor blow away as easily. With Snowdown Park's location being just off U.S. 331, it is heavily utilized with a mix of walking groups, exercise groups, Hyundai employees, and U.S. 331 travelers. We would like to use this grant at Snowdown Park as a trial for potential projects at our other parks, review the benefits after a couple of years, then potentially look at taking this measure across all 10 County parks in our inventory.

***There is heavy traffic and usage of the park; however, there is no accurate data to provide a count for the question above. This facility has an active walkers group, two exercise groups, and is utilized as a stopping point for travelers along U.S. 331. In addition, it is utilized by Hyundai employees as a recreational activity site.

List of Attachments *(General Project information which may include project name, location of project, partners, exposure and expected usage summary, vendor information, potential replicability of project, property owner information, **QUOTES or BIDS.**)*

- Project Name
 - Snowdown Park
- Location
 - Snowdown Park
8360 U.S. Highway 331
Montgomery, AL 36105
- Vendor Information
 - Great Southern Recreation
 - Territory Manager – Kyle Peggram
 - Contact Information: 470-298-2428 / kyle@greatsouthernrec.com
- Please see the attached quotes from the following companies: Great Southern Recreation, Struthers Recreation, and Rubber Designs.

The submittal of this application is non-binding and does not constitute a written and executed agreement between the applicant and the Department. **Do not proceed with any purchasing prior to a written and executed agreement between you and the Department and notification from the Department that purchasing may proceed.**

Signature/Certification

This application is made for the activities described herein. I certify that I am familiar with the information contained in the application, have authority to enter into agreements on behalf of the applicant(s), and, do hereby certify to the best of my knowledge and belief, this information is true, complete, and accurate.

Montgomery County
Commission Chairman

Responsible Official Signature

Title

Date Signed

Elton N. Dean, Sr., Chairman

Montgomery County Commission

Responsible Official Name (Printed/Typed)

Lead Applicant Name/Entity

Submit two copies of this application, with original signatures, and all attachments to:

Alabama Department of Environmental Management
Scrap Tire Marketing Program/Materials Management Section – Solid Waste Branch Land
Division
Alabama Department of Environmental Management
P O Box 301463



1-800-390-8438

www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	CARPCD
CONTACT:	Matthew Trest
ADDRESS:	8360 U.S. Highway 331 Montgomery, AL 36105
PHONE:	334-262-4300

PROJECT TITLE:	Snowdown Park
REVISION:	1
OPTION:	1

Official Quote from Great Southern Recreation

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	7/9/2021	AL	Montgomery	N30	NA

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
		No equipment on quote-surfacing only		\$ -
				\$ -
				\$ -
SUBTOTAL FOR EQUIPMENT				\$ -
		Certified Southern-built™ Installation		\$ 7,974.00
SAFETY SURFACE	2658	Loose-fill Rubber Mulch Safety Surface	\$ 1.09	\$ 2,897.22
		2658 sq feet of 6" black loose rubber safety surfacing		
SUBLAYER	3375	Geo-textile layer-weed and drainage sub base-installed	\$ 0.44	\$ 1,485.00
SITWORK		Installed into existing grade		\$ -
SUBTOTAL				\$ 12,356.22

TAX RATE

SALES TAX

BONDS

EQUIPMENT FREIGHT

SURFACE FREIGHT

TOTAL

\$ 13,990.22

Please Note Exclusions and Expectations on Attached Contract Form

Great Southern Recreation: 2441-Q Old Fort Parkway, Murfreesboro, TN 37128



c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

05/18/2021
Quote #101356-01-02

Snowdown Park Shredded Rubber

Montgomery County Recreation Department
Attn: James Williams
PO Box 1667
Montgomery, AL 36102
Phone: 334-832-7181
Fax: 334-832-2533
jameswilliams@mc-ala.org

Ship to Zip 36105

Quantity	Part #	Description	Unit Price	Amount
1	SR	GT-Impax - 18 Super Sacks Shredded Rubber - Unpainted Black-6" Depth to cover 2,658sf	\$10,247.14	\$10,247.14
1	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$699.00	\$699.00
1	161291	GameTime - Geo-Textile 1125 Sqft Roll	\$350.00	\$350.00
1	INSTALL	GameTime - Installation of Shredded Rubber Safety Surfacing- Installation of shredded rubber only. Pricing does not include removal of EWF on site. Existing plastic border to remain.	\$2,099.82	\$2,099.82
Contract: OMNIA			Sub Total	\$13,395.96
			Discount	(\$1,213.53)
			Freight	\$2,901.36
			Total	\$15,083.79

Comments

Pricing does not include removal of existing EWF at play area.

Pricing is for unpainted black shredded rubber. If colored rubber mulch is needed, cost would be an additional \$4,500.00.

OMNIA Partners Contract #2017001134

Purchase Orders must be made out to [GameTime](#) when purchasing through the contract.

Pricing: Quotes are valid for 30 days from date of quotation. **Pricing may change after 30 days.** If ship to zip code changes, freight may change.

Payment terms: Credit Cards Accepted - VISA, American Express or MasterCard.

If paying by card, a 3.74% plus \$0.15 convenience fee is applied to the total purchase.

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS

Rubber Designs

Better for the earth. Better for you.

100 Rus Drive SE
Calhoun, GA 30701
Phone 706-383-7528

Date	7/13/2021	Estimate #	22963
Name / Address		Ship To	
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105	
Prepared For:	Matthew	Prepared By	Valid Until:
Terms	100% down payment	Whitney	8/13/2021
Description			
Matthew Trest: 334-262-4300			
Provide, deliver, and install 2,658 sq ft of Loose Rubber Mulch @ 6" depth over filter fabric.			
Colored mulch TBD			
Filter Fabric			
Installation-Labor			
Per Diem-Meals			
Vehicle and Travel Expenses			
Rental Equipment			
Supplies			
Dumpster/Disposal			
PNP Freight			
FREIGHT- THIS IS AN ESTIMATE ONLY. DUE TO THE VOLATILE NATURE OF THE TRANSPORTATION INDUSTRY AT THIS TIME FREIGHT CHARGES MUST BE RE-QUOTED AT THE TIME OF SHIPMENT.			
Installation Exclusions:			
Permits/Licensing			
Additionally Insured			
Bonding			
State or Federal Davis Bacon Wages			
Union Fees			
Fall Height Testing			
Security/Fencing			
Excavation and Site Work/Preparation			
Project:	Mulch- Loose	Total	
Signature _____ Print Name/Title _____ Date _____			
I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.			
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.			

Date	7/13/2021	Estimate #	22963
Name / Address		Ship To	
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105	
Prepared For:	Matthew	Prepared By	Valid Until:
Terms	100% down payment	Whitney	8/13/2021
Description			
Demolition Drainage Extended Warranties Installation Inclusions: Scope of work described in estimate only Stone base is calculated @ 4" prior to compaction unless noted in Scope Of Work. Any additional stone required due to site conditions will be billed accordingly. Aromatic Binder Included unless noted in Scope of Work. Select EPDM colors may Amber. Standard Colors: Beige, Blue, Green, Red & Black Submittal of any order referencing this quote constitutes acceptance of the scope listed herein. Any deviation from the quote will require revision. Installation of any poured safety surface should occur at a minimum of 40 degrees F and rising. Installation should not occur during any precipitation. Rubber Designs will not be liable for any delays to schedule when project conditions do not meet those specified above.			
Project:	Mulch- Loose	Total	
Signature _____ Print Name/Title _____ Date _____ I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.			
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.			

Date	7/13/2021	Estimate #		22963
Name / Address		Ship To		
CARPDC Matthew Trest Montgomery, AL 36105		Snowdoun Park Matthew Trest Montgomery, AL 36105		
Prepared For:	Matthew	Prepared By	Valid Until:	
Terms	100% down payment	Whitney	8/13/2021	
Description				
Project:	Mulch- Loose	Total	\$25,455.74	
Signature _____ Print Name/Title _____ Date _____ I authorize Rubber Designs LLC to begin production of the order associated with this estimate and agree to the payment terms.				
Upon acceptance of this proposal please sign above and initial the "Rubber Designs General Terms and Conditions" exhibit attached. Please return initialed copies to Rubber Designs.				

Memorandum of Understanding

Between

Montgomery County Commission

And the

Alabama State University Center for Leadership and Public Policy

THIS MEMORANDUM OF UNDERSTANDING, entered into on this 17th day of August, 2021, by and between the **Montgomery County Commission, 101 South Lawrence Street, P.O. Box 1667, Montgomery, AL 36102** and **Alabama State University Center for Leadership and Public Policy (“CLPP” or “Center”), Council Hall, Suite 318, Post Office Box 271, Montgomery, AL 36101-0271** (hereinafter collectively referred to as “the Parties”).

In consideration of the mutual promises and covenants set forth herein, and other good and sufficient consideration, the parties agree to the following:

- 1. Deliverables Provided.** The Center will provide the following services to the Montgomery County Commission:
 - a.** Creation and distribution of computer-generated district map(s) of current districts and the geographies making up these districts to enable Montgomery County Commission to make changes to their districts.
 - b.** Distribution of demographic data by district and Census block to facilitate redistricting by Census block to meet the required 5% deviation in district size.
 - c.** Creation and distribution of the resulting map and demographic data following redistricting.
 - d.** Submission of final map and demographic data to the required State agencies and offices. Distribution of final maps and demographic data as requested by Montgomery County Commission.
- 2. Period of Agreement.** This agreement will commence on August 17, 2021 and end upon completion of the project.
- 3. Financial Arrangements:** Upon acceptance of this contract, Montgomery County Commission will provide a \$1,000.00 deposit for the services outlined in the agreement. Services will be billed against the deposit at the programming rate of \$50/hour, map cost by size and quantity, and travel costs (state mileage rate), not to exceed \$5,000. Should the final billed services not exceed the deposit, the remaining funds will be returned to Montgomery County Commission. Any costs over the deposited amount will be billed upon completion of services.
- 4. Termination.** This agreement may be terminated upon mutual agreement of the parties or upon 30 days written notice by one of the parties. The Center will cease performance of any work upon the receipt of notification of termination and all costs incurred by the Center prior to the issuance of that notice shall be paid by the Montgomery County Commission.

5. **Governing Law.** This agreement will be governed and construed in accordance with the laws of the State of Alabama. In the event any legal action is brought by either party, such action shall be commenced in the State Court of Montgomery County, Alabama.
6. **Entire Contract/Amendments.** This contract states the entire agreement between the parties and merges herewith all statements, representation, and covenants heretofore made, and any other agreements not incorporated herein are void and of no effect. Any changes, modifications, or amendments to this contract must be reduced to and approved in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into by their duly authorized representatives.

Montgomery County Commission

W. Myles Mayberry, III
Executive Director
ASU Center for Leadership and Public Policy

Dr. Quinton Ross
President
Alabama State University

69-6001101
Federal Identification Number



CONTRACT FOR SERVICES

This Agreement is entered into by and between **Levitate Legal & Consulting, LLC** ("**Levitate**") located at 10 Court Square, Suite 200, Montgomery, Alabama, the **Montgomery County Commission** ("**County**"), and the **City of Montgomery** ("**City**"), with the County and City collectively referred to herein as the "**Parties**".

In consideration of the mutual promises and covenants set forth herein, and other good and sufficient consideration, Levitate and the Parties agree to the following:

1. **SERVICES TO BE PROVIDED:** Levitate agrees to provide the Parties with legal and consulting services related to the American Rescue Plan Act of 2021 (ARP) as outlined in Schedule A of this Agreement.
2. **AGREEMENT LIMITATION:** Levitate agrees to devote such time and talent as lawful and necessary to make its best faith effort to accomplish the objectives of the Parties. It is mutually agreed and understood that Levitate cannot and does not guarantee or warrant the results of its effort.
3. **LEGAL SERVICES TO BE PROVIDED:** The legal services to be provided by Levitate to the Parties are limited to the following: analysis and legal opinions of U.S. Treasury guidelines related to the Parties expenditure of ARP funds, and interpretation of state laws and provisions that could impact the Parties expenditure of ARP funds. Any legal services or opinions requested by the Parties outside the services and opinions described above may be undertaken with prior approval and billed at the rates listed on Schedule B of this Agreement.
4. **TERMS OF AGREEMENT:** This Agreement shall be effective from August 1, 2021 through September 30, 2022. This Agreement shall automatically renew, unless terminated pursuant to the terms set out in Section 12 of this Agreement.
5. **PAYMENT:** Levitate shall be paid a flat monthly fee in the amount of **\$42,500.00** (forty-two thousand, five-hundred dollars). This amount shall be divided between the County and City as follows:
 - County - **\$21,832.25** (twenty-one thousand, eight hundred thirty-two dollars and 25/100)
 - City - **\$20,667.75** (twenty thousand, six hundred sixty-seven dollars and 75/100)

This amount includes expenses including, but not limited to travel, lodging and meals, unless reimbursement for such expenses are pre-approved by the undersigned or the Parties designees. Additionally, Levitate may bill in excess of the flat monthly fee if additional services, as set out in Schedule B of this Agreement, are requested by either the County or City; however, such expenses must be pre-approved by the requesting party. Payment shall be made by the Parties within 30 days of receiving the invoice. Such payment shall be mailed to Levitate at the following address:



9164 East Chase Parkway, Box 185
Montgomery, AL 36117

6. **INDEPENDENT CONTRACTOR:** All the Parties agree that in performance of the services outlined herein, Levitate is acting as an independent contractor and not as an employee or agent of the Parties while performing its services. Levitate shall, at all times, comply with both the letter and spirit of all applicable state laws and regulations.
7. **CONFLICTS OF INTEREST:** Levitate has reviewed its client list and has concluded that there are no actual or potential conflicts of interests with current clients and the Parties. Levitate is sensitive to issues posing a real or perceived conflict of interest. If a conflict of interest arises during the term of this Agreement, Levitate will promptly advise the Parties and recommend an appropriate course of action.
8. **CONFIDENTIALITY:** Neither Levitate nor the Parties, without the written consent of the other, shall disclose to any person confidential, proprietary, or any other information concerning Levitate or the Parties business, financial, or other affairs. Mutually agreed upon information may be disclosed to the public for the purposes of performing the services in this Agreement and Levitate will provide any documents that are required to be made public by either state or federal law.
9. **MODIFICATION:** No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless made in writing, specifically referring to this Agreement and signed by each of the Parties herein.
10. **NON-ASSIGNMENT:** Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by either party, without the prior written consent of the other party.
11. **COMPLIANCE WITH LAWS:** Levitate shall comply with all applicable federal, state and local laws and regulations, including, without limitation, any state laws or regulations governing the registration or conduct of lawyers.
12. **TERMINATION:** Either party shall have the right to terminate this Agreement for no cause provided that sixty (60) days written notice is provided to the other party. If the termination is expressed by the Parties for no cause, the Parties shall remit payment to Levitate for all services rendered up to the termination date and no further fees or compensation shall be due thereafter. If the termination is expressed by Levitate for no cause, Levitate shall provide services to the Parties up to the termination date and no further services shall be due thereafter.

Either party shall have the right to terminate this Agreement for cause in the event of a material

LEVITATE
LEGAL & CONSULTING

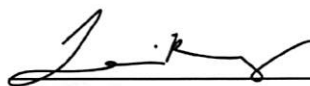
breach of terms herein, provided that the non-breaching party must provide the breaching party with written notice of the material breach and a thirty (30) day cure period. If the breach is not cured by the end of the thirty (30) day period, then any previously delivered termination notice becomes effective without further notice. For purposes of this Agreement, "material breach" shall mean a failure by Levitate or the Parties to perform any of its obligations herein, the effect of which would substantially impair the value of this Agreement to the other party.

13. **ENTIRE AGREEMENT:** This Agreement constitutes the full and entire understanding and agreement of the Parties and supersedes any and all prior agreements, arrangements and understanding relating to the subject matter of this Agreement.
14. **GOVERNING LAW:** The laws of the State of Alabama shall govern the terms and conditions of this Agreement. It is agreed by and between the Parties that in the event legal action is brought by either party against the other, or any matter arising out of this Agreement, such action shall be commenced in a State Court of competent jurisdiction in Montgomery County, Alabama.

This constitutes the entire Agreement between Levitate and the Parties, and each party acknowledges there are no other Agreements in existence, either expressed or implied.

Dated this _____ day of _____ 2021.

Levitate Legal & Consulting, LLC



Terri Sharpley Reynolds
Managing Partner

Montgomery County Commission

City of Montgomery

Elton Dean, Sr.
Montgomery County Commission Chair

Steven L. Reed
City of Montgomery Mayor



SCHEDULE A

Services to be Provided

Legal review, compliance and general consulting:

- Routine review, analysis and presentation of U.S. Treasury guidance on proper expenditures.
- Development of ARP best practices as a foundation of all programmatic efforts including online and traditional application processes, evaluation of programs, and distribution of funds.
- Website development for public-facing online infrastructure for funds applications, communications, and general program information. (Data analytics included).
- Creation of various compliance procedures including collecting necessary information from program participants and entities receiving funds to ensure compliance with U.S. Treasury guidelines.
- Legal review and analysis of all expenditures to ensure compliance with U.S. Treasury guidelines.

Program development and management:

- Review of County/City demographics, prior studies commissioned by the County/City, and other relevant data to help the County/City identify programmatic priorities to be presented to elected officials and staff.
- Research and develop programs that draw from the best practices across the country, regionally and locally to create the greatest impact in the River Region.
- Communicate with regional governments and agencies receiving ARP funds in order to synergize the expenditures to leverage every dollar toward the best outcomes.
- Identify and cultivate strategic partnership opportunities to maximize the use of funds with other agencies that are receiving ARP funds, including but not limited to the State, the local K-12 school systems, the 2-year colleges in the region, the Alabama State Department of Education, federal programs and grant opportunities.

Tracking of grant opportunities (\$500K to \$5+ million):

- Weekly review of federal and philanthropic grant opportunities that fall within the programmatic priorities of the County/City.
- Prioritize grant opportunities against the programmatic priorities identified by the County/City.



SCHEDULE B

Additional Services Pay Schedule

For grant preparation, development, and writing:

- County/City demographic and grant specific research - \$50/hour
- Grant program development - \$100 per hour
- State, regional and foundation grant writing - \$100 per hour (approximately 60 to 100 hours)
- Federal grant writing - \$125 per hour (approximately 120 to 150 hours)

Legal services outside the scope of those described in Section 3 of this Agreement will be billed at the following rates upon prior approval:

- Levitate Legal Senior Attorney - \$200 per hour
- Associate Attorney - \$150 per hour
- Paralegal or Staff \$75 per hour



Memo

Re: Recommendation to Upgrade the Master Auto Mechanic Classification Salary from Pay Grade S10 to S11

Date: County Commission - Information Session - Aug 03 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

The Montgomery City-County Personnel Department recently completed a review of the Master Auto Mechanic job classification for both the City of Montgomery and Montgomery County (please see attached Montgomery City County Personnel Department memorandum dated July 21, 2021). This review resulted in a recommendation to upgrade the Master Auto Mechanic salary range from Pay Grade S10 (\$38,513 - \$57,540) to S11 (\$42,335 - \$63,255). We are very much in agreement with this recommendation, especially since we have recently had problems recruiting and hiring Master Auto Mechanics due to the current salary range being uncompetitive with salaries offered by other employers.

FINANCIAL IMPACT:

County Engineering presently has four (4) Master Auto Mechanic positions budgeted and filled. Implementation of this recommended pay range increase would result in an approximate total annual cost of \$4,001.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Master Auto Mechanic Salary Upgrade 20210721](#)
[Agenda Item Memo - 21-190 - Pdf](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: George Speake, County Engineer
THRU: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst 
DATE: July 21, 2021
SUBJECT: Master Auto Mechanic

Recently, the City of Montgomery Fleet Management Department requested the Personnel Department review the salaries for several of their positions. The request resulted in a recommendation to upgrade the Master Automotive Mechanic salary from a S10 to a S11.

During the review, our department reviewed the Master Auto Mechanic for the County Engineering Department and came to the same recommendation to upgrade the salary from a S10 to S11.

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen



Memo

Re: Recommendation to Upgrade the Master Auto Mechanic Classification Salary from Pay Grade S10 to S11

Date: County Commission - Information Session - Aug 03 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

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FINANCIAL IMPACT:

County Engineering presently has four (4) Master Auto Mechanic positions budgeted and filled. Implementation of this recommended pay range increase would result in an approximate total annual cost of \$4,001.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Master Auto Mechanic Salary Upgrade 20210721](#)
[Agenda Item Memo - 21-190 - Pdf](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: George Speake, County Engineer
THRU: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst 
DATE: July 21, 2021
SUBJECT: Master Auto Mechanic

Recently, the City of Montgomery Fleet Management Department requested the Personnel Department review the salaries for several of their positions. The request resulted in a recommendation to upgrade the Master Automotive Mechanic salary from a S10 to a S11.

During the review, our department reviewed the Master Auto Mechanic for the County Engineering Department and came to the same recommendation to upgrade the salary from a S10 to S11.

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen



Memo

Re: Recommendation to Upgrade the Master Auto Mechanic Classification Salary from Pay Grade S10 to S11

Date: County Commission - Information Session - Aug 03 2021

To: Montgomery County Commission

From: George Speake, County Engineer

BACKGROUND INFORMATION:

The Montgomery City-County Personnel Department recently completed a review of the Master Auto Mechanic job classification for both the City of Montgomery and Montgomery County (please see attached Montgomery City County Personnel Department memorandum dated July 21, 2021). This review resulted in a recommendation to upgrade the Master Auto Mechanic salary range from Pay Grade S10 (\$38,513 - \$57,540) to S11 (\$42,335 - \$63,255). We are very much in agreement with this recommendation, especially since we have recently had problems recruiting and hiring Master Auto Mechanics due to the current salary range being uncompetitive with salaries offered by other employers.

FINANCIAL IMPACT:

County Engineering presently has four (4) Master Auto Mechanic positions budgeted and filled. Implementation of this recommended pay range increase would result in an approximate total annual cost of \$4,001.

RECOMMENDATION:

Recommend approval.

ATTACHED:

[Master Auto Mechanic Salary Upgrade 20210721](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: George Speake, County Engineer
THRU: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst 
DATE: July 21, 2021
SUBJECT: Master Auto Mechanic

Recently, the City of Montgomery Fleet Management Department requested the Personnel Department review the salaries for several of their positions. The request resulted in a recommendation to upgrade the Master Automotive Mechanic salary from a S10 to a S11.

During the review, our department reviewed the Master Auto Mechanic for the County Engineering Department and came to the same recommendation to upgrade the salary from a S10 to S11.

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen



Memo

Re: Payroll and Benefits Manager pay grade change
Date: County Commission - Information Session - Aug 03 2021
To: Montgomery County Commission
From: Sherrill Thomas, Finance Director

BACKGROUND INFORMATION:

In January 2020 Finance requested that the Payroll & Benefits Manager and Payroll & Benefits Assistant positions be reviewed to determine the appropriate pay grade based on the uniqueness of the positions. The results of the review recommends that the Manager be reclassified to the A08 pay grade and that the Assistant remain at the current A04 pay grade. See the attached memo from Personnel.

FINANCIAL IMPACT:

The annual cost of the increase is \$2,396

RECOMMENDATION:

Approval of reclassifying the Payroll & Benefits Manager to pay grade A08 Step 2 effective July 26, the beginning date of the current payroll.

ATTACHED:

[Payroll Benefit Positions](#)

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Sherrill Thomas, Finance Director
THRU: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst 
DATE: July 21, 2021
SUBJECT: Payroll Classifications

Per your request, the Personnel Department conducted a pay analysis of two Finance Department classifications, Payroll and Benefits Manager and Payroll and Benefits Assistant.

Based on the work responsibilities of each position, and internal and external equity, our recommendation is to increase the Payroll and Benefits Manager pay grade from A06 (\$37,373 - \$55,841) to A08 (\$46,804 - \$69,930). Additionally, we recommend to maintain the current pay grade for Payroll and Benefits Assistant at A04 (\$29,628 - \$44,267).

If you agree with this recommendation, please present the recommendation to the County Commission. Upon their approval, the recommendation will be submitted to the Personnel Board.

c: Florence Cauthen