

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

NOVEMBER 19, 2018

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

The Commission discussed a Contract and related charges for services with Governmental agencies for vehicle maintenance services at the Montgomery County Fleet Maintenance Shop, which was on the agenda. After discussion, the Commission added a provision that Administrator Mims will sign the contracts for such time that the charges for services remain the same.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker discussed a request for funding from Have a Heart 4 Children. After discussion, each Commissioner requested a \$500 miscellaneous appropriation from their designated revenue accounts for the program.

Vice Chairman Walker discussed a request for funding from the Liberty Learning Foundation in the amount of \$25,000. After discussion, the Commission agreed to appropriate \$12,500 in January 2019 from the joint designated revenue account.

Vice Chairman Walker requested a \$3,000 miscellaneous appropriation from her designated revenue account to the Montgomery Museum of Fine Arts Association for the Junior Executive Board.

The Commission agreed to add these additional items to the miscellaneous appropriations accounts that were on the agenda.

Administrator Mims presented a Bid Award to Complete Demolition Services, LLC, for partial demolition of the former South Montgomery County Academy Campus, PH&J Number 1715GVC, which was on the agenda. Commissioner Sankey asked if the architect for this project

should have been approved by the Commission. Administrator Mims responded tht he has the authority to approve services if less than \$15,000.

PRESENTATION BY DIRECTOR OF CORPORATE AND COMMUNITY RELATIONS
BECKI CONNALLY, BOARD MEMBER RODNEY ZEIGLER AND MIDDLE ALABAMA
REGIONAL DIRECTOR SHANNON MORRELL WITH THE ALABAMA KIDNEY
FOUNDATION

Alabama Kidney Foundation Director of Corporate and Community Relations Becki Connally, Board Member Rodney Zeigler and Middle Alabama Regional Director Shannon Morrell thanked the Commissioners for their support of the program.

PRESENTATION BY CASSANDRA CROSBY WITH CROSBY DRINKARD GROUP, LLC

Ms. Cassandra Crosby with Crosby Drinkard Group, LLC, briefed the Commission regarding the proposed 2019 Legislative Agenda, which includes the County Commissioners' Expense Allowance Bill, the Sheriff's Expense Allowance Bill and the Airport Authority Board Member Appointments Bill. After discussion, the Commission agreed to place the County Commissioners' Expense Allowance Bill and the Sheriff's Expense Allowance Bill on the next agenda. Further work needed to be done on the Airport Authority Board Member Appointments Bill.

The Commission discussed millage rates for Montgomery Public Schools. After discussion, Chairman Dean asked Administrator Mims and Deputy Administrator Cauthen to coordinate a meeting with the Montgomery Public Schools new board members, the Mayor, City Council and the Commission.

Ms. Crosby briefed the Commission regarding the 2019 Calendar Year Contract Agreement with Crosby Drinkard Group, LLC, for Governmental Affairs Representation/Consulting Services and requested a \$20,000 increase. After discussion, the Commission agreed to place this item on the next agenda with a \$10,000 increase.

PRESENTATION BY VICE PRESIDENT JUNIE J. PIERCE III WITH THE MONTGOMERY
HUMANE SOCIETY

Vice President Junie J. Pierce III with the Montgomery Humane Society requested \$10,000 for partial funding of a vehicle for the shelter. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$10,000 for the vehicle.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK AND GRANT MANAGER
LESLIE YORK WITH CENTRAL ALABAMA REGIONAL PLANNING AND
DEVELOPMENT COMMISSION

Grant Manager Leslie York with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project

Number CY-CM-RR-18-017. After discussion, the Commission agreed to place this item on the next agenda.

Ms. York briefed the Commission regarding a proposed Land and Water Conservation Fund (LWCF) grant application for the Montgomery County Activity Center in Grady. She informed the Commission that the grant requires a 50/50 cash match, which would be \$130,000 based on the proposed budget of \$260,000. No action was taken by the Commission.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding U.S. Department of Justice Equitable Sharing Agreement and Certification. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY ACTING JUVENILE COURT ADMINISTRATOR BEVERLY WISE

Acting Juvenile Court Administrator Beverly Wise briefed the Commission regarding the Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY Architect Chris Murphy with Goodwyn, Mills and Cawood

Architect Chris Murphy with Goodwyn, Mills and Cawood briefed the Commission regarding a Bid Award to Norris Building Company for Jail Shower Renovations, GMC Project Number AMGM160069. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that he had two items on the agenda which were briefed at the last meeting.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake advised the Commission that the Alabama Department of Transportation requested a letter of support from Chairman Dean concerning funding for the Line Creek bridges on I-85.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims briefed the Commission regarding Board Member appointments to the Montgomery County Community Punishment & Corrections Authority. The Commission agreed to discuss these appointments at the next meeting.

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Parks and Recreation Board. Probate Judge Steven L. Reed informed the Commission that a citizen expressed concern that there are no female representatives on the Montgomery County Parks and Recreation Board. The Commission agreed to discuss this item at the next meeting.

Commissioner Singleton stated that Charles Williamson “Will” Barfoot had to resign from the Pike Road Volunteer Fire Protection Authority because he was elected to the Alabama State Legislature. Commissioner Singleton recommended the appointment of Brian Shelton to replace Mr. Barfoot for a term expiring March 1, 2020. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested payment of the 2019 Membership Dues in the Amount of \$4,587 to the National Association of Counties (NACo). After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a proposed Employee Recognition and Appreciation Program. She stated that the Commission would need to provide notice of its intention to consider the ERAP by announcing it during the Formal Session and that the Commission would have a Public Hearing during the December 3, 2018 meeting. After discussion, the Commission agreed to place on the next agenda a Public Hearing and the Employee Recognition and Appreciation Program.

Deputy Administrator Cauthen presented a Resolution Approving the 2019 Severe Weather Preparedness Tax Holiday, February 22-24, 2019, Authorized by Act No. 2012-256. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 2 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2019 and ending on January 2, 2020, for Offsite Printing of Notices, Contract Number 51500-17B-006. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Final Payment Application from Stallings and Sons, Inc., for the HVAC and Fire Alarm Replacement in the Courthouse. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Stephens Construction & Concrete for Crushed Stone, Bid Number 53000-19B-005. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Uniform Manufacturing, Inc., for Inmate Uniforms, Bid Number 52200-19B-003. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Vulcan Inc., dba Vulcan Signs, for Traffic Signage and Supplies, Bid Number 53104-19B-004. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Falls Facility Services, Inc., for janitorial services, Bid Number 51901-19B-007. The Commission asked Deputy Administrator Cauthen to research the local preference and discuss this item at the next meeting.

Administrator Mims presented information regarding the Montgomery Humane Society. The Commission agreed to review these documents at the next meeting.

Administrator Mims presented a letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board requesting \$3,750 (half of the total cost of \$7,500) for an updated report regarding the estimates of probable costs in a continuing effort to update sewer services in West Montgomery. After discussion, Chairman Dean requested a \$3,750 miscellaneous appropriation from his designated revenue account for this study. The Commission agreed to add this additional item to the miscellaneous appropriations account that was on the agenda.

Administrator Mims presented a letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board regarding Fire Hydrants. There are 304 fire hydrants in the County outside the Pike Road town limits and, effective January 1, 2019, the Board will be charge the County \$90 per fire hydrant per year ($304 \times \$90 = \$27,360$ annually) for maintenance of the fire hydrants and for firefighting activities. The Commission asked Administrator Mims to invite Mr. Hanan to the next Commission meeting to discuss this item.

Administrator Mims presented an email from County Attorney Gallion requesting consideration of an Agreement, including an Exhibit A, with County Attorneys Tyrone C. Means and Thomas T. Gallion III for Legal Services for the three-year period March 7, 2019 through March 6, 2022. After discussion, Chairman Dean asked Commissioner Harris, County Attorney Gallion, and Administrator Mims to work together regarding the guidelines.

Administrator Mims presented an email from Director of Events and Marketing Bill Hardin with the Garrett Coliseum Redevelopment Corporation regarding Financial Statements. He also presented a document entitled "Measuring the Impacts of a New Multi-use Agricultural and Show Facility and Renovation of the Garrett Coliseum and the Alabama Agricultural Center" by Troy University. He noted that Commissioner Sankey had requested this information.

Administrator Mims distributed Montgomery County's official voting results from the November 6, 2018 election.

Administrator Mims briefed the Commission regarding award of a Request for Proposal (RFP) to Alliance Insurance Group to administer the Montgomery County Commission's Flexible Spending Account/Dependent Care Account/Health Reimbursement Account. After discussion, the Commission agreed to place this item on the next agenda.

County Attorney Thomas T. Gallion III encouraged the Commissioners to call him if they have any questions regarding the CSX litigation.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Vice Chairman Walker

The Pledge of Allegiance was led by Vice Chairman Walker

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Walker and Members Harris, Sankey and Singleton. Also, present were County Attorney Thomas T. Gallion III and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Edward F. Crowell, Campaign Chairman of River Region United Way, said good morning to the Commissioners and thanked them for their continuous support of the River Region United Way. Mr. Crowell shared some background information about the River Region United Way. He stated the United Way serves a five-county area which includes Autauga, Elmore, Lowndes, Macon and Montgomery counties. Mr. Crowell said he has often heard Chairman Dean say, "I like to work together for one common interest." He stated that is also the motto of the River Region United Way. Mr. Crowell informed everyone that the organization is celebrating its 95th Anniversary this year, and the requests for assistance have grown each year. He said he believes he has a moral obligation to help the needy and give back to the community.

Commissioner Singleton thanked Mr. Crowell for his great service in working with the River Region United Way.

Chaplain Jon Da'Voe-Malone, a chaplain of Patterson Court, said hello to the Commissioners. He stated that he would like to speak on behalf of the Turkey Day Classic. Mr. Malone stated that he only hears about the Iron Bowl game in the media and hears nothing about the Turkey Day Classic. He indicated that other large games get publicity and the Turkey Day Classic does not. Mr. Malone asked the Commission if they could look into the matter. He also stated this will be the 95th Annual Turkey Day Classic.

Chairman Dean stated that the Commission supports the Turkey Day Classic, as well as the ASU Labor Day Classic, the Guardian FSC Kick-Off, the Camellia Bowl and other sporting events in Montgomery. He said that ASU is responsible for promoting its events.

APPROVAL OF MINUTES

Vice Chairman Walker made a motion to approve the Minutes of the Regular Meeting of November 5, 2018. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Donald Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

SOUTHEAST ALABAMA EMERGENCY MEDICAL SERVICES COUNCIL, INC. - APPROVED BOARD MEMBER APPOINTMENTS

Commissioner Singleton made a motion to approve Board Member Appointments for another full term to the Southeast Alabama Emergency Medical Services Council, Inc. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 COMMISSION MEETING SCHEDULE

Commissioner Harris made a motion to approve the 2019 Commission Meeting Schedule. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Calendar, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED CONTRACT AND RELATED CHARGES FOR SERVICES WITH GOVERNMENTAL AGENCIES FOR VEHICLE MAINTENANCE SERVICES AT THE MONTGOMERY COUNTY FLEET MAINTENANCE SHOP

Commissioner Singleton made a motion to approve the Contract and Related Charges for Services with Governmental Agencies for Vehicle Maintenance Services at the Montgomery County Fleet Maintenance Shop with a provision that Administrator Mims will sign the contracts for such time that the charges for services remain the same. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda,

Contract and Fleet Maintenance Shop Rate Sheet, Agenda Pages 3-1 through 3-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED AGENCY GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES FOR THE DAVIS TRANSITIONS PROGRAM FOR FISCAL YEAR 2018-2019

Commissioner Harris made a motion to approve the Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Transitions Program for Fiscal Year 2018-2019. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 4-1 through 4-5, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR AUTAUGA, BUTLER, CHILTON, ELMORE AND MONROE COUNTIES AND THE CITY OF PRATTVILLE

Vice Chairman Walker made a motion to approve the Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreements, Agenda Pages 5-1 through 5-19, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED U.S. DEPARTMENT OF JUSTICE EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Commissioner Harris made a motion to approve the U.S. Department of Justice Equitable Sharing Agreement and Certification. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Certification, Agenda Pages 6-1 through 6-5, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED SECURITY CAMERA SYSTEM FROM MILESTONE SYSTEMS

Commissioner Singleton made a motion to approve the Security Camera System from Milestone Systems. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda, Purchase Agreement, Attorney Gallion’s Opinion and Attachments, Agenda Pages 7-1 through 7-12, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED MICROSOFT ENTERPRISE AGREEMENT RENEWAL

Vice Chairman Walker made a motion to approve the Microsoft Enterprise Agreement Renewal. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Signature Forms and Attachments, Agenda Pages 8-1 through 8-19, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH SUMMIT FOODS SERVICES, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING DECEMBER 1, 2018 AND ENDING ON JANUARY 29, 2019, FOR INMATE FOOD SERVICE, CONTRACT NUMBER 52200-16B-041

Commissioner Singleton made a motion to approve Amendment Number 3 to Contract with Summit Foods Services, LLC regarding a Sixty (60) Day Extension, beginning December 1, 2018 and ending on January 29, 2019, for Inmate Food Service, Contract Number 52200-16B-041. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda and Contract, Agenda Pages 9-1 through 9-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH CHAPPY’S DELI OF MONTGOMERY REGARDING A ONE (1) YEAR EXTENSION, BEGINNING NOVEMBER 21, 2018 AND ENDING ON NOVEMBER 20, 2019, AND A 4.86% PRICE INCREASE FOR EMPLOYEE LUNCHEON, CONTRACT NUMBER 51988-17B-001

Vice Chairman Walker made a motion to approve Amendment Number 2 to Contract with Chappy’s Deli of Montgomery regarding a One (1) Year Extension, beginning November 21, 2018 and ending on November 20, 2019, and a 4.86% Price Increase for Employee Luncheon, Contract Number 51988-17B-001. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 10-1 and 10-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH CHAPPY’S DELI OF MONTGOMERY REGARDING A ONE (1) YEAR EXTENSION, BEGINNING NOVEMBER 21, 2018 AND ENDING ON NOVEMBER 20, 2019, AND A .041% PRICE INCREASE FOR CATERING OF FOOD TRAYS, CONTRACT NUMBER 51988-17B-003

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Chappy’s Deli of Montgomery regarding a One (1) Year Extension, beginning November 21, 2018 and ending on November 20, 2019, and a .041% Price Increase for Catering of Food Trays, Contract Number 51988-17B-003. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SIGNS NOW REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 22, 2019 AND ENDING ON JANUARY 21, 2020, AND A 5% PRICE INCREASE FOR GRAPHICS AND LETTERING, CONTRACT NUMBER 52110-18B-007

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Signs Now regarding a One (1) Year Extension, beginning January 22, 2019 and ending on January 21, 2020, and a 5% Price Increase for Graphics and Lettering, Contract Number 52110-

18B-007. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH MONTGOMERY ARMORED CAR SERVICES, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JANUARY 1, 2019 AND ENDING ON DECEMBER 31, 2019, AND A 2.993% PRICE INCREASE FOR ARMORED CAR SERVICES, CONTRACT NUMBER 51100-17B-004

Commissioner Singleton made a motion to approve Amendment Number 2 to Contract with Montgomery Armored Car Services, Inc., regarding a One (1) Year Extension, beginning January 1, 2019 and ending on December 31, 2019, and a 2.993% Price Increase for Armored Car Services, Contract Number 51100-17B-004. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to Agencies included in the November 19, 2018 Agenda. Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 14-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the November 19, 2018 Agenda. Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 15-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations to Designated Revenue included in the November 19, 2018 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests and his fellow Commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously

approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 16-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED BID AWARD TO DRUG TESTING PROGRAM MANAGEMENT, INC., FOR DRUG TESTING AND EQUIPMENT, BID AWARD NUMBER 57202-19B-002

Commissioner Harris made a motion to approve the Bid Award to Drug Testing Program Management, Inc., for Drug Testing and Equipment, Bid Award Number 57202-19B-002. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda and Bid Tabulation, Agenda Pages 17-1 through 17-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO COMPLETE DEMOLITION SERVICES, LLC, FOR PARTIAL DEMOLITION OF THE FORMER SOUTH MONTGOMERY COUNTY ACADEMY CAMPUS, PH&J NUMBER 1715GVC

Commissioner Singleton made a motion to approve the Bid Award to Complete Demolition Services, LLC, for Partial Demolition of the Former South Montgomery County Academy Campus, PH&J Number 1715GVC. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Singleton voted in favor of the motion. Commissioner Sankey opposed the motion and expressed concern regarding the manner in which the County Administrator secured architectural services for this project. The motion carried. (Copies of Memorandum and Bid Tabulation, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO LIBERTY DISPOSAL FOR CLEAN SATURDAY REFUSE COLLECTION SERVICES, BID AWARD NUMBER 51100-18B-026

Commissioner Singleton made a motion to approve the Bid Award to Liberty Disposal for Clean Saturday Refuse Collection Services, Bid Award Number 51100-18B-026. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Bid Tabulation, Agenda Pages 19-1 and 19-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Sheriff’s Office. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 20-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Community Corrections Officer, Position Number 300359011

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 21-1, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (6)

1. Corrections Officer Trainee, Position Number 500419107
2. Corrections Officer Trainee, Position Number 500419172
3. Corrections Officer Trainee, Position Number 500419048
4. Corrections Officer Sergeant, Position Number 500421058
5. Corrections Officer Sergeant, Position Number 500421126
6. Corrections Officer Corporal, Position Number 500425014

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 through 22-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. Bridge and Building Inspector Tech, Position Number 640630002
2. County Traffic Control Tech II, Position Number 640574021

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

DEPARTMENTS

1. County Commission
2. District Attorney's Office
3. Tax & Audit
4. Sheriff's Office

TRAVEL/TRAINING REQUESTS

- Request Number 9
Request Number 2
Request Number 3
Request Numbers 4 and 6

Commissioner Sankey made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 24-1 through 24-5, are attached to these Minutes.)

WAIVE RULES

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

SHERIFF'S OFFICE – APPROVED U.S. DEPARTMENT OF JUSTICE EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Commissioner Harris made a motion to approve the U.S. Department of Justice Equitable Sharing Agreement and Certification. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of U.S. Department of Justice Equitable Sharing Agreement and Annual Certification Report, Agenda Pages 25-1 through 25-4, are attached to these Minutes.)

PRESENTATION BY ADMINISTRATOR MIMS

Administrator Mims reviewed the provisions of Amendment 909 to the Constitution of Alabama of 1901, which allows County Commissions to implement Employee Recognition and Appreciation Programs. He explained to the public and Commissioners that during the earlier Information Session that morning the Commission agreed to support an Employee Recognition and Appreciation Program. This program would allow the Commission to authorize employee appreciation luncheons. Chairman Dean acknowledged the intention of the Commission to consider the Employee Recognition and Appreciation Program and stated that the matter will be presented during a public hearing on December 3, 2018, and will be on the agenda for the December 3, 2018 Commission meeting.

COMMENTS BY COMMISSIONERS AND STAFF

County Engineer George Speak said good morning and wished everyone a happy and safe Thanksgiving Holiday.

Commissioner Singleton said he loves Christmas, but Thanksgiving is his favorite holiday. He said he was thankful for the County Employees and gave a special shout-out to the Administrative Staff of the Commission Office. Commissioner Singleton wished everyone a Happy Thanksgiving.

Commissioner Sankey encouraged everyone to enjoy their families during the holidays.

Vice Chairman Walker informed the Commission that former County Revenue Commissioner Sarah Spear fell and broke her hip and she will be in rehab for Thanksgiving. She also said that Robert E. Lee High School beat Auburn High School in the High School Playoffs on Friday night. She gave kudos to Head Coach Tyrone Robinson, a former Cleveland Browns player who is now home coaching at Lee. She asked everyone to cheer on the Robert E. Lee High School Generals.

Chairman Dean wished everyone a Happy Thanksgiving and said he heard a sermon titled "Thankful." Chairman Dean said we all should be thankful for what our Savior is doing and has done for us. He also mentioned this will be the first Thanksgiving that he and his family will celebrate without his lovely wife. Chairman Dean thanked everyone for the great work they do and commended the administrative staff on their performance.

Commissioner Harris said good morning to everyone and said this is his favorite season. He wished everyone a Happy Thanksgiving and Merry Christmas.

ADJOURNMENT

Commissioner Sankey made a motion to adjourn the meeting of the Montgomery County Commission on November 19, 2018, at 10:05 a.m. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-2-18

Check Number	To	Check Number
282443		282482
Total Checks Paid		\$171,684.30

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

EFT's included in amount

AGENDA

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MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-2-18

Check Number	To	Check Number
282483		282541
Total Checks Paid		\$255,166.68

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

EFT's included in amount

11-19-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-9-18

Check Number	To	Check Number
282542		282594
Total Checks Paid		\$132,547.98

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

EFT's included in amount

11-19-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-9-18

Check Number	To	Check Number
282595		282663
Total Checks Paid		\$330,845.52

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/9/18

Payroll Check Number	131104	To	Payroll Check Number	131167	\$	45,165.25
Direct Deposits					\$	869,887.86
Payroll Check Number	131168	To	Payroll Check Number	131187	\$	256,745.31
Direct Deposits					\$	404,430.15
Federal Deposits					\$	298,093.67
Total Payroll Paid					\$	1,874,322.24

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

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

NOV 19 2018

October 19, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and would like to be reappointed to another full term on this Council.

Thank you for your consideration.

DLM/tn

Attachment

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2018

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2018

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2018

Mark Norris
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2018

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2018

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2018

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2018

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2018

Term: 1 year

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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AGENDA

NOV 19 2018

November 15, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: 2019 Commission Meeting Schedule

The Montgomery County Commission, at its meeting on November 5, 2018, agreed to place on the next agenda the 2019 Commission Meeting Schedule. This schedule reflects that some of the meeting dates in March, April and July 2019 will not fall on the 1st and 3rd Monday due to the NACo Legislative Conference and the NACo Annual Conference. It also includes "On-the-Road" meeting dates and all holidays.

I am requesting approval of this schedule.

DLM/tn

Attachment

2019 Montgomery County Commission Meetings

Information Sessions begin at 8:00 a.m.

Formal Sessions begin at 9:30 a.m.

Meetings are held at the Montgomery County Administration Building, Annex III, located at 101 S. Lawrence Street.



Commission Meeting	On the Road Meeting	County Holiday																																																																																																																																					
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AGENDA

NOV 19 2018

November 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract with Governmental Agencies for Vehicle Maintenance Services

The Montgomery County Commission, at its meeting on November 5, 2018, agreed to place on the next agenda a Contract and related charges for services with governmental agencies for vehicle maintenance services at the Montgomery County fleet maintenance shop.

Since the County Commission is approving this standard contract, would you like for me to present contracts to the Commission for every governmental agency for approval or would you like to authorize me to sign these contracts until the charges for services is updated?

We will be discussing this item during Monday's meeting.

DLM/tn

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

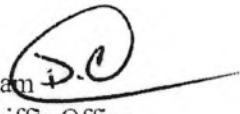
KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 25, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Montgomery County Fleet Maintenance Shop

I would like to thank you for allowing my agency to open the Montgomery County Fleet Maintenance Shop. We are now ready to allow other surrounding agencies to visit the shop. I have put together a list of charges for services that will be rendered as needed. We'll be more than happy to go over each charge with the Commission.

I am now requesting that the County Commission work with the attorneys to come up with a contract so that our Finance Department will be able to receive funding from submitted invoices upon completion of services rendered.

Again, we look forward to branching out to other surrounding agencies to offer various vehicle maintenance services. As you can see, these rates have been prepared by my agency. The said rates are comparable to other businesses; however, with our shop, you will receive an overall inspection, i.e., proper operation of lights, wiper blades, etc. We will be reviewing prices annually as it relates to parts and salaries, not to mention this will be a revenue resource for the County Commission as well.

Please place this matter on the next agenda as I look forward to proceeding with this matter at the Commission's earliest convenience.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator
Ms. Sherrill Thomas, Finance Director

encl.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

3-2

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission ("MCC"), a body corporate and political, hereinafter referred to as the County, and _____, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof being hereby acknowledged as follows:

_____ agrees to pay MCC, an amount for each vehicle according to the cost attached hereto as Exhibit "A".

It shall be the sole responsibility of _____ to deliver the vehicles to The Montgomery County Fleet Maintenance Shop, 1872 Terminal Road, Montgomery, Alabama 36108.

Upon completion of the maintenance services _____ will be notified that the vehicle is ready to be picked up.

The MCC will not be responsible for any matters that occur in the delivery and the removal of the vehicle and _____ shall hold harmless MCC from any liability relating the delivery and removal of said vehicle.

MCC will bill _____ on a monthly basis and payment shall be made to the Montgomery County Commission" Attention Finance Department within thirty (30) days from the date of receipt of the invoice.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the _____ day of _____, _____.

[COMPANY]

By: _____

Its: _____
[address]

Montgomery County Commission

By: _____

Its: _____
P.O. Box 1667
Montgomery, AL 36102-1667

Montgomery County Fleet Maintenance Shop Flat Rate

All service includes synthetic blend factory spec motor oil, multi-point inspection, air pressure adjustment, and fluid top off

Vehicle	Oil Change w/ Filter	Oil Change w/Tire Rotation	Brakes All 4	Wipers Blades Each
Chevy Impala	\$33.00	\$41.00	\$248.00	\$11.00
Chevy Suburban	\$39.00	\$47.00	\$259.00	\$13.00
Chevy Tahoe	\$39.00	\$47.00	\$259.00	\$13.00
Dodge 1500	\$33.00	\$41.00	\$259.00	\$11.00
Dodge Charger	\$33.00	\$41.00	\$248.00	\$11.00
Ford Crown Victoria	\$33.00	\$41.00	\$248.00	\$11.00
Ford Econoline Diesel	\$56.00	\$64.00	\$259.00	\$13.00
Ford Econoline Gas	\$33.00	\$41.00	\$259.00	\$13.00
Ford Expedition	\$33.00	\$41.00	\$259.00	\$11.00
Ford Explorer	\$33.00	\$41.00	\$248.00	\$11.00
Ford F150	\$33.00	\$41.00	\$248.00	\$13.00
Ford F-250 Diesel	\$56.00	\$64.00	\$274.00	\$13.00
Ford F-250 Gas	\$41.00	\$49.00	\$274.00	\$13.00
Ford Fusion	\$33.00	\$41.00	\$248.00	\$11.00
Ford Taurus	\$33.00	\$41.00	\$248.00	\$11.00
Ford Transit Diesel	\$56.00	\$64.00	\$259.00	\$13.00
Ford Transit Gas	\$41.00	\$49.00	\$259.00	\$13.00

3-5

Memo

To: Mr. Donnie Mims
From: Beverly Riddle Wise, Juvenile Court Administrator *BRW*
Date: October 26, 2018
Re: DYS Grant Agreement

I am requesting that the attached DYS grant agreement for FY 2018-2019 be placed on the County Commission working agenda for November 5th.

Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **100 youth annually, with a maximum capacity of 50 and 146 day average length of participation.**

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DHS commitment for youth within the Montgomery County community. Montgomery Co Juvenile Court and the Montgomery Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males and/or Females, ages 13-18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DHS, youth with the following characteristics only will **not** be eligible for participation:
 - Youth charged with harassment, simple assault, or first time misdemeanors, unless mitigating circumstances warrant involvement with the program.
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DHS Grantee Information Management System database (GIMS) on a monthly basis.

4-2

- Produce an annual report by November 30, for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review. Program records will also be subject to a financial review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2018.

BY: _____

Montgomery County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2017 – 2018

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **100+ youth annually, with a maximum capacity of 45 and a 10-20 week average length of participation.**

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. Montgomery Co Juvenile Court and the Montgomery Co Commission ~~shall~~ contract with The Bridge, Inc. to administer these services.

will
END

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males and/or Females, ages 12-18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will **not** be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses, unless mitigating circumstances warrant involvement with the program.
- Be developed by or in collaboration with the Montgomery County Juvenile Court (MCJC);
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report by November 30, for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

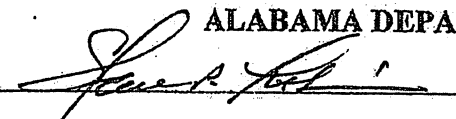
Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

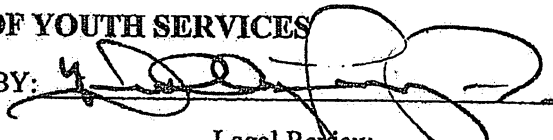
The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review. Program records will also be subject to a financial review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

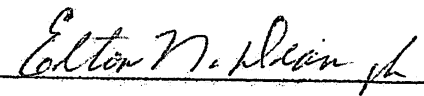
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

BY:  **ALABAMA DEPARTMENT OF YOUTH SERVICES**
 Steven P. Lafreniere
 Executive Director

BY:  **Legal Review**
 Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 23rd day of October, 2017.

BY: 
 Montgomery County Commission

AGENDA

NOV 19 2018

Memo

To: Mr. Donnie Mims
From: Beverly Riddle Wise, Juvenile Court Administrator *BRW*
Date: October 23, 2018
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties and the City of Prattville Detention Bed
Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' and the City of Prattville contract on the November 5th County Commission working agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville to house juveniles in our facility from their respective counties/city.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Autauga County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). Autauga County will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July). A fourth bed will be provided to Autauga County on a year to year basis in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning (October, January, April, July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.

6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual

contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of two years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement. The fourth bed will be contracted on a year to year basis.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

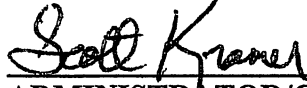
ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST



**ADMINISTRATOR/CLERK/
TREASURER**

AUTAUGA COUNTY



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the _____ Chairman _____ of its _____ Commission _____ on the _____th day of _____ October _____, 2018 .

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kelsaludo
ADMINISTRATOR/CLERK/
TREASURER

Donall Lester
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Chilton County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the

Juvenile Detention Director. **Elmore County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

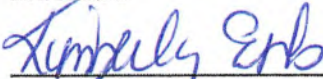
MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Monroe County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

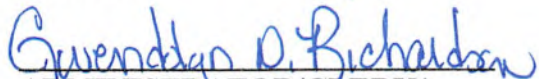
MONTGOMERY COUNTY

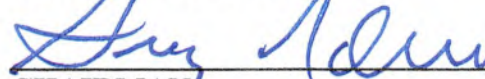
ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY


**ADMINISTRATOR/CLERK/
TREASURER**


CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the City of Prattville, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one** bed to **the City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between **the City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of two years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **the City of Prattville** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson
ADMINISTRATOR/CLERK/
TREASURER

Bill Huggins
CHAIRMAN Mayor



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

AGENDA

NOV 19 2018

MEMORANDUM

TO: Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 30, 2018

SUBJECT: Equitable Sharing Agreement and Certification

The Equitable Sharing Agreement and Certification for our office is enclosed. Your signature is required for submission. I respectfully request this item be placed on the November 19, 2018 agenda.

Contact me at 832-1652 if you have any questions.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A

Agency Name: Montgomery County District Attorney 15th Judicial

Type: Prosecutor's Office

Mailing Address: 100 South Lawrence St

PO Box 1667

Montgomery, AL 36102

Finance Contact

Name: Cape, Rhonda

Phone: 334-832-1652

Email: rhondacape@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda

Phone: 334-832-1652

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2018

Agency FY 2019 Budget: \$8,159,398.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

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Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

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Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular, **6-4**

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7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Bailey, Daryl D
Title: District Attorney
Email: darylbailey@mc-ala.org

Signature: Daryl D. Bailey Date: 10-30-18

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Dean Sr., Elton N
Title: Chairman, Montgomery County Commission
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Date Printed: 10/30/2018

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NOV 19 2018

Interoffice Memo

To: County Commission

From: Lou Ialacci 

Cc: Donnie Mims, Florence Cauthen Myrtle Singleton

Date: November 9, 2018

RE: Security Cameras System Purchase Agreement

Attached is the Crosby Communications Purchase Agreement document for the security software system I discussed with Commissioners in the November 5, 2018 work session. The Video Management System by Milestone comes highly recommended. The cost is \$163,207, which includes the software with licenses for 750 cameras and premium support for three years.

Please have the County Attorney review it. I am requesting this be put on the formal Commission agenda for November 19, 2018 meeting

Thank you



To: MONTGOMERY COUNTY COMMISSION PO Box 1667 Montgomery, Alabama 36102	PROPOSAL NUMBER: CCMCSO2018M PROPOSAL DATE: NOVEMBER 7, 2018 SERVICS REP: SCOTT SMITH
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PURCHASE AGREEMENT

The following Purchase Agreement is for Crosby Communications, LLC to sell video management software and factory-direct end-user support to Montgomery County Commission on behalf of Milestone Systems. Once a purchase order is received, the software will be purchased and delivered to the owner's representative. After the owner receives the purchased goods, the owner agrees to take full ownership of said goods, including end-user support with Milestone Systems.

GOODS

Professional + with 3yr Care + 3yr Premium: **\$163,206.58**

COST BREAKDOWN

Professional + Base: **\$404.16** (*one-time purchase*)
Professional + Device License: $\$136.88 \times 750 =$ **\$102,660** (*one-time purchase*)
Care Plus 3yr: $\$53.46 \times 750 =$ **\$40,095** (*good for three years from date of purchase*)
Premium Setup: **\$1,214.92** (*good for three years from date of purchase*)
Premium Device: $\$25.11 \times 750 =$ **\$18,832.50** (*good for three years from date of purchase*)



DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

HOLD HARMLESS

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



- Payment Terms: The Montgomery County Commission will be invoiced after receiving purchased goods; payment terms are 60 days.

CROSBY COMMUNICATIONS, LLC

Title: Operations Manager

Print Name: Matthew Jerles

Signature: [Signature]

Date: 11/7/18

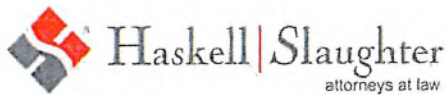
MONTGOMERY COUNTY COMMISSION

Title: _____

Print Name: _____

Signature: _____

Date: _____



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

November 15, 2018

T-16

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Contract Agreement – Purchase Agreement regarding Security Cameras System

I have reviewed your memorandum of November 14, 2018, regarding security software system on behalf of Milestone Systems.

I have reviewed the contract with Security Camera Systems. I have also reviewed the Alabama Bid Laws, including but not limited to, Alabama Code Section 41-16-51, Section (a) and (a)(15). I also reviewed the Memorandum from Lou Ialacci.

I opine that under all the Alabama bid laws this contract is a service contract and does not require the County to request and receive bids on the above stated Purchase Agreement.

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the agreement should not be executed if it is the desire of the Montgomery County Commission.

50051-317

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

DANIEL HARRIS, JR.
ISALAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

November 14, 2018

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Purchase Agreement regarding Security Cameras System

Attached is a Purchase Agreement with Crosby Communications, LLC regarding security software system on behalf of Milestone Systems. Attached is a memorandum from Chief Information and Technology Office Lou Ialacci regarding this Agreement.

Also, attached is a copy of Code Section 41-16-51, Section (a) and (a)(15), which states, “(a) *Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to: (15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.*”

Please review the documents including Code Section 41-16-51, (a) and (a)(15) and issue your opinion by Noon, Thursday, November 15, 2018, as to whether this Agreement is acceptable and not subject to the bid law.

As always, thank you for your assistance.

DLM/tn

Attachments

- A COUNTY OLDER THAN THE STATE -
P.O. BOX 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

7-6

equipment, supplies, or other personal property for use by their respective agencies. The agreement shall be entered into by similar ordinances, in the case of municipalities, or resolutions, in the case of other contracting agencies, adopted by each of the participating governing bodies, which shall set forth the categories of labor, services, or work, or for the purchase or lease of materials, equipment, supplies, or other personal property to be purchased, the manner of advertising for bids and the awarding of contracts, the method of payment by each participating contracting agency, and other matters deemed necessary to carry out the purposes of the agreement. Each contracting agency's share of expenditures for purchases under any agreement shall be appropriated and paid in the manner set forth in the agreement and in the same manner as for other expenses of the contracting agency. The contracting agencies entering into a joint agreement, as herein permitted, may designate a joint purchasing agent, and the agent shall have the responsibility to comply with this article. Purchases, contracts, or agreements made pursuant to a joint purchasing agreement shall be subject to all terms and conditions of this article.

In the event that utility services are no longer exempt from competitive bidding under this article, non-adjoining counties may not purchase utility services by joint agreement under authority granted by this subsection.

(c) All bidders shall furnish a bid bond on any contract exceeding ten thousand dollars (\$10,000) if bonding is available for the services, equipment, or materials.

Section 41-16-51. Contracts for which competitive bidding not Required generally; governing bodies or instrumentalities of counties, municipalities, and certain state and local institutions to establish and maintain purchasing facilities and procedures for competitive bidding in operation and management of institutions, facilities, etc., under supervision and control thereof; contracts entered into in violation of article void; penalty.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the

competitive bidding requirements of this article shall not apply to:

- (1) The purchase of insurance.
- (2) The purchase of ballots and supplies for conducting any primary, general, special, or municipal election.
- (3) Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part.
- (4) Contracts of employment in the regular civil service.
- (5) Contracts for fiscal or financial advice or services.
- (6) Purchases of products made or manufactured by the blind or visually handicapped under the direction or supervision of the Alabama Institute for Deaf and Blind in accordance with Sections 21-2-1 to 21-2-4, inclusive.
- (7) Purchases of maps or photographs from any federal agency.
- (8) Purchases of manuscripts, books, maps, pamphlets, or periodicals.
- (9) The selection of paying agents and trustees for any security issued by a public body.
- (10) Existing contracts up for renewal for sanitation or solid waste collection, recycling, and disposal between municipalities or counties, or both, and those providing the service.
- (11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

(12) Professional services contracts for codification and publication of the laws and ordinances of municipalities and counties.

(13) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.

(14) Purchases of dirt, sand, or gravel by a county governing body from in-county property owners in order to supply a county road or bridge project in which the materials will be used. The material shall be delivered to the project site by county employees and equipment used only on projects conducted exclusively by county employees.

(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

(16) Subject to the limitations in this subdivision, purchases of goods made as a part of the purchasing cooperative sponsored by the National Association of Counties, or its successor organization. This subdivision shall not apply to goods for which a service or service contract, whether subject to competitive bidding under this article or not, is necessary to utilize the goods. Such purchases may only be made if all of the following occur:

a. The goods being purchased are available as a result of a competitive bid process approved by the Alabama Department of Examiners of Public Accounts for each bid.

b. The goods are either not at the time available to counties on the state purchasing program or are available at a price equal to or less than that on the state purchasing program.

c. The purchase is made through a participating Alabama vendor holding an Alabama business license if such a vendor exists.

(b) This article shall not apply to:

(1) Any purchases of products where the price of the products is already regulated and established by state law.

(2) Purchases made by individual schools of the county or municipal public school systems from moneys other than those raised by taxation or received through appropriations from state or county sources.

(3) The purchase, lease, sale, construction, installation, acquisition, improvement, enlargement, or expansion of any building or structure or other facility designed or intended for lease or sale by a medical clinic board organized under Sections 11-58-1 to 11-58-14, inclusive.

(4) The purchase, lease, or other acquisition of machinery, equipment, supplies, and other personal property or services by a medical clinic board organized under Sections 11-58-1 to 11-58-14, inclusive.

(5) Purchases for public hospitals and nursing homes operated by the governing boards of instrumentalities of the state, counties, and municipalities.

(6) Contracts for the purchase, lease, sale, construction, installation, acquisition, improvement, enlargement, or extension of any plant, building, structure, or other facility or any machinery, equipment, furniture, or furnishings therefor designed or intended for lease or sale for industrial development, other than public utilities, under Sections 11-54-80 to 11-54-99, inclusive, or Sections 11-54-20 to 11-54-28, inclusive, or any other statute or amendment to the Constitution of Alabama authorizing the construction of plants or other facilities for industrial development or for the construction and equipment of buildings for public building authorities under Sections 11-56-1 to 11-56-22, inclusive.

(7) The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or

electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.

(8) Purchases made by local housing authorities, organized and existing under Chapter 1 of Title 24, from moneys other than those raised by state, county, or city taxation or received through appropriations from state, county, or city sources.

(c) The state trade schools, state junior colleges, state colleges, and universities under the supervision and control of the State Board of Education, the city and county boards of education, the district boards of education of independent school districts, the county commissions, and the governing bodies of the municipalities of the state shall establish and maintain such purchasing facilities and procedures as may be necessary to carry out the intent and purpose of this article by complying with the requirements for competitive bidding in the operation and management of each state trade school, state junior college, state college, or university under the supervision and control of the State Board of Education, the city and county boards of education, the district boards of education of independent school districts, the county commissions, and the governing bodies of the municipalities of the state and the governing boards of instrumentalities of counties and municipalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions.

(d) Contracts entered into in violation of this article shall be void and anyone who violates the provisions of this article shall be guilty of a Class C felony.

Section 41-16-51.1. Municipal or County Contracts for Certain Services Exempt from Competitive Bid Requirements.

Notwithstanding any other laws to the contrary, when it is necessary for a county or an incorporated municipality to enter into

a public contract for the provision of services or for the provision of primarily services even though the contract may include the furnishing of ancillary products or ancillary goods which would otherwise be required to be let by competitive bid, the county or municipality may, without soliciting and obtaining competitive bids, contract with a vendor or provider for the services at a price which does not exceed the price which the state has established through the competitive bid process for the same services under the same terms and conditions and provided it pertains to a current and active bid on a non-statewide agency contract. The mere delivery of products or goods, or the performance of a common, non-specialized service with relation to goods or products shall not make a purchase or contract qualify for the bid exemption hereunder. If a county or incorporated municipality desires to purchase under this bid exception procedure, the purchase must be approved by a majority vote of its governing body at a public meeting thereof.

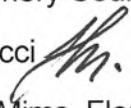
Section 41-16-52. Expenditures for repair or lease of heavy-duty off-highway construction equipment may be made without regard to provisions of article.

(a) All expenditures of funds of whatever nature for repair parts and repair of heavy duty off-highway construction equipment and of all vehicles with a gross vehicle weight rating of 25,000 pounds or greater, including machinery used for grading, drainage, road construction and compaction for the exclusive use of county and municipal, highway, street and sanitation departments, involving not more than \$15,000 made by or on behalf of any county commissions and the governing bodies of the municipalities of the state, and the governing bodies of instrumentalities, including waterworks boards, sewer boards, gas boards, and other like utility boards and commissions, shall be made, at the option of said governing boards, bodies, instrumentalities and commissions, without regard to the provisions of this article. The foregoing exemption from the provisions of this article shall apply to each incident of repair as to any such repair parts, equipment, vehicles or machinery. The amount of such exempted expenditure shall not be construed to be an aggregate of all such expenditures per fiscal

NOV 19 2018

Memo

To: Montgomery County Commission

From: Lou Lalacci 

CC: Donnie Mims, Florence Cauthen, Myrtle Singleton

Date: November 9, 2018

Re: Microsoft Enterprise Agreement (EA) Renewal Documents

Attached are the Microsoft EA documents that are ready to be signed. I discussed with the Commissioners in the last work session that it is time to renew our standard three year agreement through Software Hardware Integration (SHI), the vendor on the State Contract for providing Microsoft licensing and products.

I am requesting this renewal be placed on the formal Commission agenda for the November 19, 2018 meeting.

Thank you

Program Signature Form

MBA/MBSA number

282724

Agreement number

01E73377

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Product Selection Form	0786993.003_PSF
Enterprise Amendment	M97 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Montgomery County Commission
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

70734741

Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

6420301

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Montgomery County Commission

Contact name* First Rodney Last Smith

Contact email address* rodneysmith@mc-ala.org

Street address* 100 South Lawrence Street

City* Montgomery

State/Province* AL

Postal code* 36104-4209-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 334-832-1305

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Rodney Last Smith

Contact email address* rodneysmith@mc-ala.org

Street address* 100 South Lawrence Street

City* Montgomery

State/Province* AL

Postal code* 36104-4209-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 334-832-1305

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Rodney Last Smith

Contact email address* rodneysmith@mc-ala.org

Phone* 334-832-1305

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* United States

Contact name* Taylor Lee

Phone* 888-764-8888

Contact email address* msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

3. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

0786993.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	625	625	1.0	Yes	User

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	625

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	625	625	625	625

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Amendment to Contract Documents

Enrollment Number

282724

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(May2018)(IU).docx		M97	PLSS
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Previous Enrollment(s)/Agreement(s) Form

Entity Name: Montgomery County Commission

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	6420301	X	X



Pricing Proposal
Quotation #: 16172564
Created On: 10/26/2018
Valid Until: 12/6/2018

County of Montgomery

Rodney Smith

100 S. Lawrence St.
Montgomery, AL 36104
UNITED STATES
Phone: (334) 832-1396
Fax:
Email: RodneySmith@mc-ala.org

Inside Account Manager

Shaina Chinchilla

290 Davidson Avenue
Somerset, NJ 08873
Phone: 800-543-0432
Fax: 732-868-6055
Email: Shaina_Chinchilla@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 M365 E3 GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11982 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198	625	\$349.07	\$218,168.75
2 O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3GU-00001 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198	625	\$18.22	\$11,387.50
3 CISSteDCCore ALNG SA MVL 2Lic CoreLic MICROSOFT - Part#: 9GS-00135 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198 Note: Annual Payment - Year 1 of 3	208	\$166.24	\$34,577.92
4 CISSteDCCore ALNG LicSAPk MVL 2Lic woWinSvrLic CoreLic MICROSOFT - Part#: 9GS-00735 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198 Note: Annual Payment - Year 1 of 3	40	\$228.50	\$9,140.00
5 ProjOnlnProfGCCFromSA ShrdSvr ALNG SubsVL MVL PerUsr MICROSOFT - Part#: 7E7-00001 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198 Note: Annual Payment - Year 1 of 3	1	\$231.86	\$231.86
6 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic MICROSOFT - Part#: 7JQ-00343 Contract Name: NASPO ValuePoint - Software VAR Contract #: ADSPO16-130651 Subcontract #: MA 999 17000000198	14	\$2,248.34	\$31,476.76

8-18

7	VisioOnInP2fromSAGCC ShrdSvr ALNG SubsVL MVL PerUsr	10	\$115.93	\$1,159.30
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Microsoft - Part#: 9K4-00003
Contract Name: NASPO ValuePoint - Software VAR
Contract #: ADSP016-130651
Subcontract #: MA 999 17000000198
Note: Annual Payment - Year 1 of 3

8	VSPProSubMSDN ALNG SA MVL	5	\$307.08	\$1,535.40
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Microsoft - Part#: 77D-00111
Contract Name: NASPO ValuePoint - Software VAR
Contract #: ADSP016-130651
Subcontract #: MA 999 17000000198
Note: Annual Payment - Year 1 of 3

*Tax	\$0.00
------	--------

Total	\$307,677.49
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*Tax is estimated. Invoice will include the full and final tax due.

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.

NOV 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: October 24, 2018

RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 3 to Summit Food Services, LLC contract for inmate food services at Montgomery County Detention Facility be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning December 1, 2018 and ending on January 29, 2019. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

Colonel Wanda J. Robinson
DIRECTOR OF DETENTION

TO: Donald Mims, County Administrator

FROM: Derrick Cunningham, Sheriff

DATE: October 23, 2018

SUBJECT: Inmate Food Service Contract

Purchasing has been in contact with Summit Food Services since September 20, 2018 regarding expiration of inmate food service contract and their desire to renew; however, vendor is giving Purchasing the runaround regarding this contract renewal. Therefore, I am requesting that this contract be put out for bid.

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

WWW.MontgoMerySheriff.CoM

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

9.2

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 3

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended for one (60) days, beginning December 1, 2018 and ending January 29, 2019.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

NOV 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *mas*

DATE: October 24, 2018

RE: Contract No. 51988-17B-001
Employee Luncheon

I request that the attached Amendment No. 2 to Chappy's Deli of Montgomery contract for employee luncheon be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 21, 2018 and ending on November 20, 2019.

Chappy's Deli of Montgomery would like to increase prices by 4.86% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51988-17B-001

Amendment No. 2

Contract with Chappy's Deli of Montgomery for employee luncheon is hereby extended for one (1) year, beginning November 21, 2018 and ending November 20, 2019.

Prices will increase by 4.86%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

NOV 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: October 24, 2018

RE: Contract No. 51988-17B-003
Catering of Food Trays

I request that the attached Amendment No. 2 to Chappy's Deli of Montgomery contract for catering of food trays be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 21, 2018 and ending on November 20, 2019.

Chappy's Deli of Montgomery would like to increase pricing by 0.041% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 51988-17B-003

Amendment No. 2

Contract with Chappy's Deli of Montgomery for catering of food trays is hereby extended for one (1) year, beginning November 21, 2018 and ending November 20, 2019.

Prices will increase by 0.041%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

NOV 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MS*

DATE: October 23, 2018

RE: Contract No. 52110-18B-007
Graphis and Lettering

I request that the attached Amendment No. 1 to Signs Now contract for graphics and lettering be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 22, 2019 and ending on January 21, 2020.

Signs Now would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

**Amendment
To
Contract # 52110-18B-007**

Amendment No. 1

Contract with Signs Now for Graphics and Lettering of Sheriff Vehicles is hereby extended for one (1) year beginning January 22, 2019 and ending January 21, 2020.

Prices will increase by 5%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SIGNS NOW

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: October 23, 2018
RE: Contract No. 51110-17B-004
Armored Car Services

I request that the attached Amendment No. 2 to Montgomery Armored Car Services, Inc. contract for armored car services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 1, 2019 and ending on December 31, 2019.

Montgomery Armored Car Services, Inc. would like to increase prices by 2.993% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Steven L. Reed, Judge of Probate and Terri Henderson, Revenue Manager.

Attachment

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

Amendment
To
Contract # 51100-17B-004

Amendment No. 2

Contract for armored car services, is hereby extended for one (1) year beginning January 1, 2019 and ending December 31, 2019.

Prices will increase by 2.993%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

MONTGOMERY ARMORED CAR SERVICE,
INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

NOV 19 2018

Small 2. Min 11/19/18

AGENDA

NOV 19 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: October 25, 2018

RE: Invitation to Bid No. 57202-19B-002
Drug Testing and Equipment

I request approval of award on the above referenced Invitation to Bid, to the only bidder, Drug Testing Program Management, Inc., in the amount of \$13,841.53 based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for two (2) years, with the option to renew for one (1) year. A price increase may be allowed after the second year but shall not exceed more than five-percent (5%).

Coordination of award made with Paul Brown, Executive Director of Montgomery County Community Corrections.

Attachment

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

October 25, 2018

TO: Myrtle Singleton – Purchasing Director
RE: Final Negotiated Bid for Drug Testing – from DTPM

Ms. Singleton:

I have been working with Drug Test Program Management (DTPM) and they have agreed to and have submitted a FINAL bid offer which reflects approximately 5% off their original bid. I am convinced that that this final bid was submitted as their true final offer and I do not expect that further negotiations would produce a lower bid from DTPM. I have attached the final bid amounts with the signature of the Executive Director noted.

I recommend that we accept the Final Bid submitted by DTPM as it represents a 5% overall savings over their original bid.

Paul H. Brown. – Executive Director

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

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 61 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 57202-19B-002				Drug Testing Program Management, Inc. 3022 Greenhill Blvd. NW Ft. Payne , Alabama 35986 Attn:Gene Clecker (256) 845-1261 Is Company Minority Owned Yes X No									
DATE ISSUED: October 4, 2018													
DATE OPENED: October 25, 2018													
REQUESTING DEPARTMENT: Community Corrections													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Drug Assays/ Validity Testing												
	Alcohol(ETOH)		678	\$1.08	\$ 732.24								
	Alcohol(ETG)		678	\$1.38	\$ 935.64								
	Amphetamines		678	\$1.08	\$ 732.24								
	Barbiturates		678	\$1.08	\$ 732.24								
	Benzodiazepines		678	\$1.08	\$ 732.24								
	Buprenorphine		678	\$1.08	\$ 732.24								
	Cannabinoids		678	\$1.08	\$ 732.24								
	Cocaine		636	\$1.08	\$ 686.88								
	Creatinine		564	\$0.36	\$ 203.04								
	Ecstasy		678	\$1.08	\$ 732.24								
	Fentanyl		678	\$1.20	\$ 813.60								
	Oxidants/Adulterants		564	\$0.36	\$ 203.04								
	Methamphetamine		1055	\$1.34	\$ 1,413.70								
	Methadone		678	\$1.08	\$ 732.24								
	Morphine												
	Opiates		678	\$1.08	\$ 732.24								
	Oxycodone		678	\$1.08	\$ 732.24								

Notes:

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ABSTRACT BID-SHEET-Drug Testing & Equipment

Page 2

17-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 61 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 57202-19B-002				Drug Testing Program Management, Inc. 3022 Greenhill Blvd. NW Ft. Payne , Alabama 35986 Attn:Gene Clecker (256) 845-1261 Is Company Minority Owned Yes X No									
DATE ISSUED: October 4, 2018													
DATE OPENED: October 25, 2018													
REQUESTING DEPARTMENT: Community Corrections													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Drug Assays/ Validity Testing												
	Alcohol(ETOH)		678	\$1.08 \$	732.24								
	Alcohol(ETG)		678	\$1.38 \$	935.64								
	Amphetamines		678	\$1.08 \$	732.24								
	Barbiturates		678	\$1.08 \$	732.24								
	Benzodiazepines		678	\$1.08 \$	732.24								
	Buprenorphine		678	\$1.08 \$	732.24								
	Cannabinoids		678	\$1.08 \$	732.24								
	Cocaine		636	\$1.08 \$	686.88								
	Creatinine		564	\$0.36 \$	203.04								
	Ecstasy		678	\$1.08 \$	732.24								
	Fentanyl		678	\$1.20 \$	813.60								
	Oxidants/Adulterants		564	\$0.36 \$	203.04								
	Methamphetamine		1055	\$1.34 \$	1,413.70								
	Methadone		678	\$1.08 \$	732.24								
	Morphine												
	Opiates		678	\$1.08 \$	732.24								
	Oxycodone		678	\$1.08 \$	732.24								

Notes:

17-5

17-6

Notes:

NOV 19 2018

October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: South Montgomery Demolition Bid Award

I request that award of the Bid for demolition of certain structures on the campus of the former South Montgomery County Academy campus to low bidder Complete Demolition Services, LLC, Inc., and related contracts be placed on a future agenda. (Copy of Tabulation of Bids attached.)

Attachment

PH&J architects inc.

Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J #1715GVC

Project: Partial Demolition of the South Montgomery Academy Campus
for Montgomery County Commission

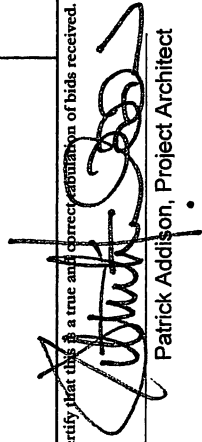
TABULATION OF BIDS

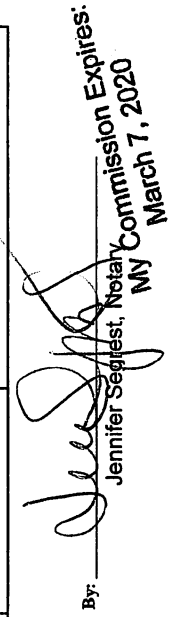
Time & Date: October 16, 2018 @ 2:00 pm

Place: 101 S. Lawrence St. Montg Co Courthouse Annex 3, Comm Conf Rm

CONTRACTOR	BASE BID			TOTAL
Complete Demolition Services, LLC	\$142,000.00			\$142,000.00
Britt Demolition & Recycling, Inc.	\$174,000.00			\$174,000.00
David Jordan & Company, Inc.	\$173,119.00			\$173,119.00
DaD's Enterprises	NO BID			NO BID

We certify that this is a true and correct tabulation of bids received.

By: 
Patrick Addison, Project Architect

By: 
Jennifer Seagrest, Notary
My Commission Expires: March 7, 2020

NOV 19 2018

October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Invitation to Bid No. 51100-18B-026
Clean Saturday Collection

I request award of Part I of the above referenced Invitation to Bid to the low bidder Liberty Disposal for a bid amount of \$70,500 and Contract be placed on the next agenda. (Copy of spreadsheet attached.)

The contract will be for one year with the option to renew for two years in one-year periods. At the end of each one-year contract period, a price increase not exceeding 5% will be allowed.

19-2

Notes:

Request Number: 1

NOV 19 2018

Administrator
Date

JUSTIFICATION: To realign the budget to cover janitorial services for the Shop.

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
 DEPARTMENT HEAD: Paul H Brown
 SUPERVISOR: Paul H Brown

POSITION INFORMATION:

Position Title Community Corrections Officer
 Position Number 300359011
 Pay Grade A06 Pay Range \$36,284 - \$54,214
 Proposed Effective Date January 14, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Paul H Brown Date 11/14/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/14/2018
 Employee Benefit Manager

Sherrill R Thomas Date 11/14/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419107 - Replace R Merritt
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date October 9, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/20/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/20/2018

Sherrill Thomas

Finance Director

Date 9/21/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419172 - Replace E Crawford
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date October 9, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 09/20/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/20/2018
 Employee Benefit Manager

Sherrill Thomas Date 9/21/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV 19 2018

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419048 (replace A. Turnipseed)
 Pay Grade PCT Pay Range 31,299
 Proposed Effective Date November 20, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 10/30/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/01/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/2/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Sergeant
 Position Number 500421058 (Replace K. Roberson)
 Pay Grade PC3 Pay Range \$40,828-\$61,002
 Proposed Effective Date December 3, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date November 8, 2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/08/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/08/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Correcions Officer Sergeant
 Position Number 500421126 (replace O. Richardson)
 Pay Grade PC3 Pay Range 40,828 -61,002
 Proposed Effective Date November 20, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 10/29/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/01/2018
 Employee Benefit Manager

Sherrill Thomas Date 11/2/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

NOV 19 2018

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425014 (replace K. Harris)
 Pay Grade PC2 Pay Range 35,097 - 52,440
 Proposed Effective Date November 20, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 10/31/2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2018

Sherrill Thomas

Finance Director

Date 11/2/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 19 2018

DEPARTMENT: Montgomery County Engineering Contruction
DEPARTMENT HEAD: George Speake
SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title Bridge and Building Inspector Tech.
Position Number 640630002
Pay Grade A09 -1 Pay Range 50,627 - 75,642
Proposed Effective Date November 20, 2018
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date November 5, 2018
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11-05-2018
Employee Benefit Manager

Sherrill Thomas Date 11/6/2018
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV 19 2018

DEPARTMENT: Montgomery County Engineering Contruction
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Scott Missildine

POSITION INFORMATION:

Position Title County Traffic Control Tech II
 Position Number 640574021 Replacing James Cory Petty
 Pay Grade S07 Pay Range 28,833 - 43,080
 Proposed Effective Date November 19, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date November 14, 2018

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/14/2018

Sherrill Thomas

Finance Director

Date 11/14/2018

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 9

AGENDA

NOV 19 2018

Date: November 15, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: March 2, 2019 Return Date: March 6, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2019 NACo Legislative Conference

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

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

Total (est.) Cost: \$6,619.00 Advance Registration Required: \$1,470.00

Department Name: County Commission Fund Name: General

Additional Comments: _____
Registrations- \$1470.00 Meals- \$900.00- Hotel- \$3060.00 Flights- \$909.00
Taxi- \$160.00- Airport Parking \$120.00

To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator

The above request is app. 11/19/18 reimbursement of actual and necessary expenses in the
approximate amount of \$6,619.00 and advance registration of \$1,470.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Travel</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$10,463.27</u>
Budget Available:	<u>\$14,536.73</u>
Current Requests:	<u>\$6,619.00</u>
Budget Balance:	<u>\$7,917.73</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/15/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

NOV 19 2018

Date: November 7, 2018
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: January 22, 2019 Return Date: January 25, 2019
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend the ADAA 2019 Winter Conference

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

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

Total (est.) Cost: \$1,100.00 Advance Registration Required: \$375.00

Department Name: District Attorney Fund Name: 001-51261.265

Additional Comments: DA Bailey requests the option of either vehicle.

To: Daryl D. Bailey, District Attorney
From: Donald L. Mims, Administrator

The above request is app. 11/19/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,100.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51261.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,000.00</u>
Approved Requests:	<u>\$1,550.00</u>
Budget Available:	<u>\$2,450.00</u>
Current Requests:	<u>\$1,100.00</u>
Budget Balance:	<u>\$1,350.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/9/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

NOV 19 2018

Date: 11/14/2018
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Montgomery, AL (Renaissance Hotel)
Departure Date: 12/06/2018 Return Date: 12/06/2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend CROAA Revenue Education Session and CROAA Board of Directors Meeting on 2nd Day of the 2018 ACCA Legislative Conference.

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

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

Total (est.) Cost: \$0.00 Advance Registration Required: \$0.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee \$0. Mileage \$0. Lodging \$0. Meals \$0.
Sponsored by the ACCA.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 11/19/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$1,868.26</u>
Budget Available:	<u>\$10,981.74</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$10,981.74</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/14/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

NOV 19 2018

Date: January 28, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Louisville, MS
Departure Date: January 28, 2019 Return Date: February 8, 2019
Conference Leave (Days / Hours): 10 Days
Purpose of Travel: attend Basic DARE Officer Training

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

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: All expected expenses are paid by DARE except fuel expense

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 11/19/18 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$4,760.00</u>	
Budget Available:	<u>\$35,240.00</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$35,040.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/14/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

NOV 19 2018

Date: November 14, 2018
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Opelika, AL
Departure Date: February 24, 2019 Return Date: February 27, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend ASA Winter Training Conference

Traveler (s) Name: 1. Sheriff 4. _____
2. Chief Kevin J. Murphy 5. _____
3. Captain Trent Beasley 6. _____

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

Total (est.) Cost: \$4,500.00 Advance Registration Required: \$1,750.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 11/19/18 reimbursement of actual and necessary expenses in the
approximate amount of \$4,500.00 and advance registration of \$1,750.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$5,160.00</u>
Budget Available:	<u>\$34,840.00</u>
Current Requests:	<u>\$4,700.00</u>
Budget Balance:	<u>\$30,140.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 11/14/2018
cc: Finance Director / Buyer



Equitable Sharing Agreement and Certification



AGENDA

NOV 19 2018

NCIC/ORI/Tracking Number: AL0030000
Agency Name: Montgomery County Sheriff Office
Mailing Address: 115 South Perry Street
Montgomery, AL 36104

Type: Sheriff's Office

Finance Contact

Name: Pollard, Randy
Phone: 3348322504

Email: randypollard@mc-ala.org

ESAC Preparer

Name: Pollard, Randy
Phone: 3348322504

Email: randypollard@mc-ala.org

FY End Date: 09/30/2018

Agency FY 2019 Budget: \$14,843,348.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance (Must match Ending Balance from prior FY)	\$86,214.34	\$8,968.10
2	Equitable Sharing Funds Received	\$25,872.45	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force (Complete Table B)	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$112,086.79	\$8,968.10
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$18,946.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$93,140.79	\$8,968.10

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$18,946.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$18,946.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section: 1400 New York Avenue, N.W., Washington, DC 20005.

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

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February 2016
Version 3.2

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

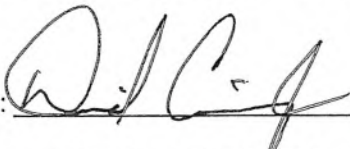
7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

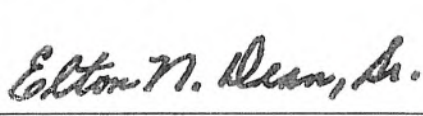
Name: Cunningham, Derrick
Title: Sheriff of Montgomery County
Email: DerrickCunningham@mc-ala.org

Signature:  Date: 11/9/18

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

Name: Dean, Elton N.
Title: Chairman, Montgomery County
Email: eltondean@mc-ala.org

Signature:  Date: 11/19/18

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

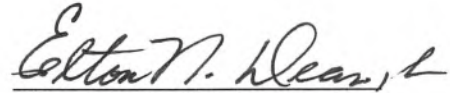
☐ I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 3, 2018, at 8:00 in the morning.



Administrator



Chairman