

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JANUARY 22, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 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 Singleton. Chairman Dean, Commissioner Harris, Commissioner Sankey and Commissioner Singleton were present. Vice Chairman Walker was absent.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees. At the request of Chairman Dean, Administrator Mims did not review the items on the agenda to save time. There was no objection by the Commission.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED

Probate Judge Steven L. Reed briefed the Commission regarding the abolishment of the Mental Health and Legal Services Coordinator Position and establishment and allocation of a new classification, Probate Staff Attorney, Pay Grade A12, and related Position Fill Request. 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 requested that the Commission approve a Bid Award to Cytranet for private data network at the Youth Facility, Bid Number 51965-19B-008, which was on the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding an Agreement with the Alabama Department of Transportation regarding resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231, Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref. # 100064380 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake noted that bids for this project are scheduled to be opened on Friday, January 25, 2019.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham requested funding for Deputy Dave's Family and Friends Day. The Commission agreed to place a Budget Change Request in the amount of \$300 for this event on the next agenda.

Sheriff Cunningham requested approval to submit a Letter of Intent for the 2019 Alabama Americorps Grants. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen distributed a Memorandum of Understanding between the City of Montgomery Emergency Communications District and the Montgomery County Emergency Management Communications District Board regarding radio system upgrades. After discussion, the Commission agreed to convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board immediately following the Formal Session of the County Commission meeting on February 4, 2019, to consider authorization of this item.

PRESENTATION BY EXECUTIVE DIRECTOR KAYE HARRIS WITH ONE PLACE FAMILY JUSTICE CENTER

Executive Director Kaye Harris with One Place Family Justice Center briefed the Commission regarding an On-Site Partnership Agreement. Administrator Mims noted that the Commission approved a related Memorandum of Understanding in June 2018 and inquired as to whether the Commission would need to approve both items. Ms. Harris stated that they would both have to be approved. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events. She noted that Executive Director Thomas Albritton will conduct an "Ethics in Local Government Seminar" for the 15th Judicial Circuit on January 30, 2019 and that all Commissioners are invited to attend.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Board Member appointment to the Montgomery County Community Punishment & Corrections Authority. Commissioner Harris stated that he does not have a recommendation for the replacement of Larry Spencer and would like to discuss this appointment at the next meeting.

The Commission agreed to discuss the Montgomery County Parks and Recreation Board Member appointment at the next meeting.

DISCUSSION BY THE COMMISSION

Commissioner Harris presented a Memorandum of Understanding (MOU) regarding Board Appointments to the Montgomery Airport Authority. After discussion, the Commission agreed to place this item on the next agenda and asked Administrator Mims to work with Crosby Drinkard to draft legislation as soon as possible regarding this matter.

Commissioner Harris presented an Addendum to the Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFI). After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to the third lowest bidder, Kellwell Food Management, Inc., for inmate food service, Bid Award Number 52200-19B-010. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented an Interagency Agreement with the Alabama Department of Human Resources regarding the new DHR Building Project. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 2 to Contract with Galls, LLC, for Items 1-21, 23-27, 30, 57 and 58 regarding a one (1) year extension, beginning February 7, 2019, and ending on February 6, 2020, and a 5% price increase for Sheriff's Office uniforms, Contract Number 52110-17B-008. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 3 to Contract with the next low bidder MAC Uniforms for Items 28 and 29, beginning February 7, 2019 and ending on February 6, 2020, for Sheriff's Office uniforms, Contract Number 52110-17B-008. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 4 to Contract with Summit Foods Services, LLC regarding a thirty-two (32) day extension, beginning January 30, 2019, and ending on March 3, 2019, for inmate food service, Contract Number 52200-16B-041. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding Renewal of Contractual Agreement concerning elevator consulting services with Dieter Consulting Services, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a memorandum authorizing the 2019 County Employee Blood Drives. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a schedule for the 2019 Montgomery County Clean-Up Days. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to ThyssenKrupp Elevator Corporation for Renovation of the Courthouse Elevators, BDW Project Number: 2017-132.1. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Holley-Henley Builders, Inc., for Montgomery County Detention Facility Building 1 Renovations, PH&J Project No. 1712-GV. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented Budget Change Request Number 1 for the Recreation Board concerning the Montgomery County Activity Center. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented the 2018 United Way Campaign results for Montgomery County. He noted that the County was \$5,712 short of its 2017 contributions. After discussion, the Commission agreed to place a Budget Change Request in this amount on the next agenda.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for 2019.

Administrator Mims presented a Service of Process Fee (Sheriff Process Fee) Collection Report for January 2019.

Administrator Mims presented the Revenue Reports for December 2018 from Tax and Audit Department.

Administrator Mims presented the Population Report for December 2018 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for December 2018 for Community Corrections.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding the Calling of an Executive Session to Discuss two Commerce and Real Estate matters. Commissioner Singleton made a motion to go into the Executive Session. The motion was seconded by Commissioner

Harris and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that four Commissioners were present and that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copies of Letter from Ellen G. McNair and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 20-1 and 20-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Harris made a motion to recess the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Harris

The Pledge of Allegiance was led by Chairman Dean

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

COMMENTS BY ATTENDEES

There were no comments

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of January 7, 2019. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.

CONSENT AGENDA

Administrator 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 4, are attached to these Minutes.)

NEW BUSINESS:

MONTGOMERY COUNTY COMMUNITY PUNISHMENT & CORRECTIONS AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve the reappointment of Board Member Perry O. Hopper, Jr., to the Montgomery County Community Punishment & Corrections Authority with a term expiring December 1, 2021. Chairman Dean passed the gavel to Commissioner Harris and seconded the motion and the motion was unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 1-1 and 1-2, are attached to these minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve the Board Member Appointment of Janet Roberts to the Pike Road Volunteer Fire Protection Authority to replace Angie Brasher for a term expiring March 1, 2020. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO CHANGE THE TIME AND LOCATION OF THE FEBRUARY 4, 2019, COUNTY COMMISSION MEETING TO DALRAIDA CHURCH OF CHRIST, WHICH IS LOCATED AT 3817 ATLANTA HIGHWAY, MONTGOMERY, ALABAMA. THE INFORMATION SESSION WILL BEGIN AT 4:00 P.M. WITH THE FORMAL SESSION AT 5:30 P.M.,

Commissioner Sankey made a motion to adopt the Resolution to Change the Time and Location of the February 4, 2019, County Commission Meeting to Dalraida Church of Christ, which is located at 3817 Atlanta Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m. with the formal session at 5:30 p.m. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 3-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED DISTRICT OFFICE LEASE AMENDMENT AND ATTACHMENT FOR THE 116TH CONGRESS FOR CONGRESSWOMAN TERRI A. SEWELL

Commissioner Harris made a motion to approve the District Office Lease Amendment and Attachment for the 116th Congress for Congresswoman Terri A. Sewell. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Lease Agreement, Agenda Pages 4-1 through 4-9, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH MAC UNIFORMS REGARDING A ONE (1) YEAR EXTENSION, BEGINNING FEBRUARY 7, 2019, AND ENDING ON FEBRUARY 6, 2020, AND A 2.7249% PRICE INCREASE FOR SHERIFF'S OFFICE UNIFORMS, CONTRACT NUMBER 52110-17B-008

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with MAC Uniforms regarding a One (1) Year Extension, beginning February 7, 2019, and ending on February 6, 2020, and a 2.7249% Price Increase for Sheriff's Office Uniforms, Contract Number 52110-17B-008. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED LEASE AGREEMENT UNDER STATE OF ALABAMA CONTRACT T311 FOR A PITNEY BOWES MAILING SYSTEM

Commissioner Singleton made a motion to approve the Lease Agreement under State of Alabama Contract T311 for a Pitney Bowes Mailing System. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 6-1 through 6-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2018 MEMBERSHIP DUES IN THE AMOUNT OF \$175 TO LEADERSHIP ALABAMA FOR COMMISSIONER DANIEL HARRIS, JR.

Commissioner Singleton made a motion to approve the payment of the 2018 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Letter and Invoice, Agenda Pages 7-1 and 7-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Commissioner Harris made a motion to approve the Miscellaneous Appropriations Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Commissioner Sankey made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED BID AWARD TO GULF STATES DISTRIBUTORS FOR LAW ENFORCEMENT EMERGENCY EQUIPMENT, BID NUMBER 52110-19B-009

Commissioner Singleton made a motion to approve the Bid Award to Gulf States Distributors for Law Enforcement Emergency Equipment, Bid Number 52110-19B-009. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bid and Agreement, Agenda Pages 11-1 through 11-5, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD TO CYTRANET FOR PRIVATE DATA NETWORK AT THE YOUTH FACILITY, BID NUMBER 51965-19B-008

Commissioner Singleton made a motion to approve the Bid Award to Cytranet for Private Data Network at the Youth Facility, Bid Number 51965-19B-008. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Bids, Agenda Pages 12-1 and 12-2, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Harris made a motion to approve Budget Change Request Number 1, Community Corrections. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUEST (1)

1. Assistant Records Coordinator, Position Number 408010012

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 14-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Traffic Control Tech I, Position Number 640472015
2. County Road Equipment Operator I, Position Number 630551021

Commissioner Singleton 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 15-1 and 15-2, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Deputy Sheriff Trainee, Position Number 550430066
2. Deputy Sheriff Trainee, Position Number 550430135
3. Deputy Sheriff Trainee, Position Number 550430176

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.
(Copies of Position Fill Requests, Agenda Pages 16-1 through 16-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|----------------------------------|-------------------------|
| 1. County Commission | Request Number 12 |
| 2. Revenue Commissioner’s Office | Request Number 2 |
| 3. Tax & Audit | Request Number 6 |
| 4. Risk Management | Request Number 2 |
| 5. Engineering Department | Request Number 7 |
| 6. Personnel Department | Request Numbers 6 and 7 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission.
(Copies of the Travel/Training Requests, Agenda Pages 17-1 through 17 -7, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED ON-SITE PARTNERSHIP AGREEMENT AND RELATED MEMORANDUM OF UNDERSTANDING FOR ONE PLACE FAMILY JUSTICE CENTER

Commissioner Harris made a motion to approve the On-Site Partnership Agreement and related Memorandum of Understanding for One Place Family Justice Center. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Agreement, Email, Letter, and Memorandum of Understanding, Agenda Pages 18-1 through 18-26, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO THE THIRD LOWEST BIDDER,
KELLWELL FOOD MANAGEMENT, INC., FOR INMATE FOOD SERVICE, BID AWARD
NUMBER 52200-19B-010

Commissioner Singleton made a motion to approve the Bid Award to the third lowest bidder, Kellwell Food Management, Inc., for Inmate Food Service, Bid Award Number 52200-19B-010. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memoranda, Bid and Contract, Agenda Pages 19-1 through 19-7, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton recognized Mr. Jim Miller of the Pike Road Volunteer Fire Department and thanked him for attending the meeting. He said the Pike Road Volunteer Fire Department was amongst the first to respond to the tornado disaster in Wetumpka on Saturday afternoon. Commissioner Singleton also said he attended a men's breakfast in South Montgomery on Sunday morning where many men in South Montgomery County come together for breakfast once a month. He stated the group asked him to thank the Commission for all their help and to also thank Sheriff Cunningham and the Sheriff's Office for keeping crime at a minimum in that part of the county.

Commissioner Sankey said good morning and that the weekend celebrating the life and legacy of Dr. Martin Luther King Jr., was very inspirational. He stated Dr. Tonea Stewart presented a great production in honor and recognition of Dr. King's Birthday. Commissioner Sankey encouraged everyone to attend the performance next year if they have not seen it.

Chairman Dean said the tornado in Wetumpka was tragic and we should be thankful the storm bypassed Montgomery County. He said he visited the area where the storm hit, and it is devastating what a tornado can do. Chairman Dean encouraged everyone to reach out to the victims and help in any capacity that we can.

Commissioner Harris stated because his fellow Commissioners had said all there was to say and added good morning and stay warm.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on January 22, 2019, at 9:48 a.m. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

1-22-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-4-19

Check Number	To	Check Number
283924		283952
Total Checks Paid		\$411,575.31

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-4-19

Check Number	To	Check Number
283953		284006
Total Checks Paid		\$364,758.00

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 ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-11-19

Check Number	To	Check Number
284007		284046
Total Checks Paid		\$495,090.78

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

1-22-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 1-11-19

Check Number	To	Check Number
284047		284167
Total Checks Paid		\$5,856,973.49

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

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

AGENDA

JAN 22 2019

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board
Appointment

The Montgomery County Commission, at its meeting on January 7, 2019, agreed to place on the next agenda the reappointment Perry O. Hooper, Jr., as a Board Member of the Montgomery County Community Punishment & Corrections Authority, for a term expiring December 1, 2021.

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

1-1

Montgomery County Community Punishment & Corrections Authority

Members:	Term Expires:
Robert E. L. (Bobo) Gilpin Kaufman Gilpin McKenzie Thomas Weiss, PC P.O. Drawer 4540 Montgomery, Alabama 36103-4540 Direct Dial: 334-409-2236 Email: rgilpin@kgmlegal.com	12/1/2021
Carolyn Millender 3552 Dee Drive Montgomery, AL 36116 carmil1908@knology.net Home: 281-2108 Cell: 313-1653	12/1/2019
Daniel Harris 3857 Colline Drive Montgomery, AL 36106 Home: (334) 239-7351	12/1/2019
Frank Brown, Chairman PO Box 6101 Montgomery, AL 36106-6101 Cell: 224-2281 Work: 353-4609	12/1/2021
James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	12/1/2021
* Perry O. Hooper, Jr. 4525 Executive Park Drive, Suite #202 Montgomery, AL 36116 Work: 334-409-3119 Cell: 334-391-0554 perryo@paolmarins.com	12/1/2018
Larry Edward Spencer 6414 Philadelphia Hill Montgomery, AL 36117 Phone: 270-5538 lspencer@alasu.edu	12/1/2018
District Attorney Daryl Bailey Work: 832-2550	12/1/2022
Sheriff Derrick Cunningham Work: 832-2593	12/1/2022
Sheriff District Attorney All others	4 year term 6 year term 3 year term

1-2

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
AGENDA

JAN 22 2019

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Appointment

The Montgomery County Commission, at its meeting on January 7, 2019, agreed to place on the next agenda the appointment of Janet Roberts to the Pike Road Volunteer Fire Protection Authority at the request of Commissioner Singleton. Ms. Roberts will replace Angie Bradsher for a term expiring March 1, 2020.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

2-1

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

David Livingston
13715 Old Pike Road
Mathews, AL 36052
Cell: 334-657-2013
Office: 334 281-6303
Jlivings41960@hotmail.com

3/1/2023

Jimmy Grubbs, Chairman
10608 Old Pike Road
Mathews, AL. 36052
334-288-6051 home
334-315-7007 cell

3/1/2019

Colonel James "Jim" R. Miller
3255 Mathews Road
Mathews, AL 36052
Home: 288-1694
Cell: 538-9483
meandhd@bellsouth.net

3/1/2021

Brian Shelton
811 Macon County Road
Cecil, AL 36013
(Cell) 334-318-5952
bshelton69@gmail.com

3/1/2020



Angie Bradsher
51 Waters View Drive
Pike Road, Alabama 36064
Cell: (334) 318-6274
angiebradsher@yahoo.com

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years



RESOLUTION

WHEREAS, the County Commission wishes to host a regular meeting in each commission district in 2019; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the February 4, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to Dalraida Church of Christ, which is located at 3817 Atlanta Highway, Montgomery, Alabama. The information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location and time, as stated above for the February 4, 2019, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Dalraida Church of Christ.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2019.

BY: _____
Chairman

ATTEST: _____
County Administrator

JAN 22 2019

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *FM*

SUBJECT: District Office Lease for U.S. Representative Terri Sewell

Attached is a District Office Lease Amendment and Attachment for the 116th Congress for Congresswoman Terri A. Sewell for space located in the Montgomery County Courthouse Annex III. The term of the lease commences on January 3, 2019, and shall end on January 2, 2021, and the monthly rental is zero.

I request that approval of the Lease Amendment and Attachment be placed on a future agenda.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 116th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2019 to January 2, 2021 for the lease of office space located at 101 S. Lawrence Street , Annex 3 in the city, state and ZIP of Montgomery, AL 36104.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 20 21. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be 0.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean - Chairman

Congresswoman Terri A. Sewell

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessee Signature

Lessor Signature

Name:

Title:

1/3/2019

Date

Date

*This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.*

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U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment
(Page 1 of 5 – 116th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
☒ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)

- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

- ☐ Lockable Space for Networking Equipment.

- ☐ Telephone Service Available.

- ☒ Parking. ☒ 1 Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☒ General Off-Street Parking on an As-Available Basis

- ☐ Utilities. Includes: Electricity _____

- ☒ Janitorial Services. Frequency: As needed _____

- ☐ Trash Removal. Frequency: _____

- ☐ Carpet Cleaning. Frequency: _____

- ☐ Window Washing. ☐ Window Treatments.

- ☐ Tenant Alterations Included In Rental Rate.

- ☐ After Hours Building Access.

- ☐ Office Furnishings. Includes: _____

- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 2 of 5 – 116th Congress)

SECTION B **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.</i>
--

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean - Chairman

Print Name of Lessor/Landlord

Congresswoman Terri A. Sewell

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

1/3/2019

Date

1/3/2019

Date

From the Member's Office, who is the point of contact for questions?

Name Shanna L. King Phone (334) 262-1919 E-mail shanna.king @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20 _____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

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JAN 22 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mls}

DATE: December 13, 2018

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 2 to MAC Uniforms contract for Sheriff's Office uniforms items 22, and items 37-58 be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning February 7, 2019 and ending on February 6, 2020.

MAC Uniforms would like to increase prices by 2.7249% 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 Sheriff Derrick Cunningham.

Attachment

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

Amendment
To
Contract # 52110-17B-008

Amendment No. 2

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby extended for one (1) year, beginning February 7, 2019 and ending February 6, 2020.

Prices will increase by 2.7249%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JAN 22 2019

January 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator 

SUBJECT: State of Alabama Contract T311 for Pitney Bowes Mailing System

Please find attached a lease agreement under State of Alabama Contract T311 not to exceed three one-year terms for a Pitney Bowes mailing system. I request that the lease agreement be placed on a future agenda.

Pitney Bowes Lease Agreement State and Local Term Rental

--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

MONTGOMERY COUNTY COMMISSION

Sold-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

James Harris

(334) 832-1320

0017113379

Bill-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

James Harris

(334) 832-1320

0017113379

james@mcala.org

Ship-To: Address

100 S LAWRENCE ST, MONTGOMERY, AL, 36104-4209, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

JAMES HARRIS

(334) 832-1320

0017113379

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FW1	Differential Weighing Feature
1	1FW6	30 lb Interface Weigh w/External Display
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APFM	Connect+ Laser Printer Enabled
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSK	Connect +310 LPM Speed
1	AZBD	SendPro P3000 Series WOW
1	AZBE	SendPro P Series Mono Print Module

6-2

1	ERR1	E-Return Receipt Feature
1	F9PG	F9PG-PowerGuard Service Package
1	M9SS	Mailstream IntelliLink Services
1	MP3X	Differential Weighing 15, 30 lb scales
1	MSD1	10" Color Touch Display
1	MSPS	SendPro P Series Power Stacker
1	MT3W	SCALE, W&M, US - 30 LB
1	MW90020	Side Guide - SendPro P3000/Connect+ 3000
1	MW90550	Tape Moistener Assembly Connect+ 3000 Mono
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV2A	INVIEW Custom Reports and Training
1	NV90	NV90 - INVIEW Subscription
1	NVBA	NVBA - Deployment Services - Level 1
1	NVMA	NVMA - INVIEW Dashboard - Single Meter
1	NVWE	Inview Dashboard Set up & Training
1	SJM3	SoftGuard for SendPro P3000
1	SPY8	Laser Printer
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 1,299.04	\$ 3,897.12

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

6-3

Your Signature Below _____

Non-Appropriations. You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at www.pb.com/states and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. The lease requires you either provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section L9 of the Pitney Bowes Terms) for an additional fee.

T311-4012665, in event of conflict, State terms govern and prevail
State/Entity's Contract # _____

Lessee Signature _____

Print Name _____

Title _____

Date _____

Pitney Bowes Signature _____

Print Name _____

Title _____

Date _____

Email Address _____

Sales Information _____

Victor Paschal

victor.paschal@pb.com

Account Rep Name

Email Address

6-4

Form **8038-GC****Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting AuthorityCheck box if Amended Return ☐

1 Issuer's name

MONTGOMERY COUNTY COMMISSION

2 Issuer's employer identification number

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

100 S LAWRENCE ST

4 City, town, or post office, state, and ZIP code

5 Report number (For IRS Use Only)

MONTGOMERY AL 36104-4209

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information

7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)

b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)

9 Amount of the reported obligation(s) on line 8a that is:

- a For leases for vehicles
- b For leases for office equipment
- c For leases for real property
- d For leases for other (see instructions)
- e For bank loans for vehicles
- f For bank loans for office equipment
- g For bank loans for real property
- h For bank loans for other (see instructions)
- i Used to refund prior issue(s)
- j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)
- k Other

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐

12 Vendor's or bank's name: Pitney Bowes Inc.

13 Vendor's or bank's employer identification number: 06 0495050

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's NewThe IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.**Purpose of Form**

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

6-5

LEADERSHIP ALABAMA

105 Tallapoosa Street
Suite 109
Montgomery, AL 36104
334.265.2297

CHAIR

Gordon G. Martin *Birmingham*

VICE CHAIR

David Nast *Huntsville*

TREASURER

Melissa C. Morrisette *Mobile*

IMMEDIATE PAST CHAIR

Tyrone Fenderson, Jr. *Mobile*

BOARD OF DIRECTORS

G. Robert Baker, Jr. *Mobile*

Jeffrey A. Bayer *Birmingham*

Marvell "Chip" Bivins *Birmingham*

R. Preston Bolt, Jr. *Mobile*

Kelly A. Bownes *Birmingham*

Fred O. Braswell *Montgomery*

J. Kyle Buchanan *Huntsville*

Thomas N. Carruthers *Birmingham*

Trey Clegg *Birmingham*

William D. Coleman *Montgomery*

Melissa Craig *Decatur*

Edward F. Crowell *Montgomery*

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Seth Hammett *Montgomery*

Helene Hassell *Mobile*

James F. Hughey, Jr. *Birmingham*

Elizabeth Huntley *Birmingham*

J. Mike Jenkins *Montgomery*

Sandra R. Killion *Birmingham*

David A. King *Huntsville*

Charles A. McCallum *Birmingham*

Grits Morris *Montgomery*

David Muhlendorf *Florence*

D. Mark Nix *Mobile*

Caroline Novak *Montgomery*

Michael Patterson *Birmingham*

Sheron Rose *Montgomery*

James R. Seale *Montgomery*

Robert Simon *Birmingham*

Sanjay Singh *Birmingham*

William E. Smith, Jr. *Birmingham*

Todd Strange *Montgomery*

Lynne B. Vallely *Huntsville*

William E. Wallace *Montgomery*

Kennon Walthall *Birmingham*

W. Michael Warren, Jr. *Birmingham*

Danny Windham *Huntsville*

Linda C. Young *Dothan*

STAFF

Kate Cotton *Executive Director*

Melody Jones *Program Director*

Ashley Whatley *Membership Director*

www.leadershipal.org



October 25, 2018

Mr. Daniel Harris Jr.
Vice Chairman, District 1
Montgomery County Commission
3857 Colline Drive
Montgomery, AL 36116

Dear Dan:

Thanks to your ongoing support, we have been able to continually expose statewide leaders like you to **Leadership Alabama** and our newly expanded **Alabama Leadership Initiative (ALI)** program for emerging young professionals. As you will recall, participants create strong and vital networks for collaborating and addressing issues that are critical to our state's growth and advancement.

As the results of our recent survey revealed, most of you requested more regional meetings, educational forums on current topics, networking activities and increased engagement. We heard you and are committed to delivering on your ideas, but as you know, expanded programming and events require additional resources.

You have been a loyal supporter of Leadership Alabama in the past, and we are hopeful that you will continue to be. **Each year, many of you match the annual dues of \$175 with a personal contribution, and we hope you will match the \$175 again this year.** Your financial gift is critical to the future success and vibrancy of the Leadership Alabama and ALI programming, as well as to future planning, expanded programming and the introduction of new statewide activities.

We remain steadfast in the mission of moving our beloved state forward.

Respectfully,

Kate H. Cotton
Executive Director

/khc
Enclosure

Gordon G. Martin
Board Chair



October 25, 2018

Mr. Daniel Harris Jr.
Vice Chairman, District 1
Montgomery County Commission
3857 Colline Drive
Montgomery, AL 36116

2018 MEMBERSHIP DUES AND CONTRIBUTION

2018 Annual Membership Dues	\$ 175.00
2018 Contribution	\$ _____
TOTAL	\$ _____

Your membership dues and any contribution you make are tax deductible. You may mail your check to Leadership Alabama or you may pay online. Visit www.leadershipal.org and hover over the "Members" tab on the top right side of the page. Scroll down to click on "Pay Online."

Thank you for supporting Leadership Alabama!

Leadership Alabama
P.O. Box 631
Montgomery, AL 36101

Leadership Alabama is a 501(c)(3) organization, Tax ID #63-1007967. In accordance with the Internal Revenue Code requirements for substantiation of charitable contributions, we certify that Leadership Alabama, Inc. provided no goods or services in exchange for this contribution.

JAN 22 2019

JAN 22 2019

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 1/22/19 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			28,100	36,350	20,650	3,150	29,550	117,800	
**C-2019-10	RESCIND: Capital City Umpires Assoc.	RESCIND: Women's Softball Program			-250		-250	-500	
C-2019-47	Montgomery Gray Girls Softball League, a Division of Dixie Youth Baseball	Women's Softball Program						500	
C-2019-48	Montgomery YMCA	Southeast Branch for Operational Expenses		1,000	250		250	1,000	
C-2019-49	Dream Court, Inc.	Program Services			500		500	1,000	
C-2019-50	Alabama Junior Miss, Inc., d/b/a Distinguished Young Women of Young Women of Alabama	Expenses used during the Distinguished Young Women of Alabama Contest			250		250	500	
INC-2019-51	City of Montgomery, BONDS	Carver Park Neighborhood Association for Entrance Sign		3,483				3,483	
	Total Appropriations 1/22/19		0	4,483	750	0	750	5,983	
	APPROPRIATED BUDGET BALANCE		28,100	31,867	19,900	3,150	28,800	111,817	
	<i>Dr. M. M. M. M. M.</i>								
	Administrator	Date							

8-1

JAN 22 2019

S. Moore 1/22/19
Administrator Date

JAN 22 2019

S2 Wm 1/22/19

AGENDA

JAN 22 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: January 2, 2019

RE: Invitation to Bid No. 52110-19B-009
Law Enforcement Emergency Equipment

I request approval of award on the above referenced Invitation to Bid to the low bid of Gulf States Distributors, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52110-19B-009				Gulf States Distributors Attn: Theresa Floyd P.O. Box 241387 Montgomery, AL 36117 Is Company Minority Owned YES X NO		Hurricane Electronics Attn: Brannon Odum 906 Plantation Way Montgomery, AL 36117 Is Company Minority Owned YES X NO		Sivers Ford Lincoln Attn: James McCain 4000 Eastern Blvd. Montgomery, AL 36116 Is Company Minority Owned YES X NO		Richardson Communications, Inc. Attn: Vikki Murphy 32705 Highway 43 Thomasville, AL 36784 Is Company Minority Owned YES X NO		American Aluminum Acc. Attn: Eric Byrd 3882 S. Byron Butler Pkwy Perry, FL 32348 Is Company Minority Owned YES X NO	
DATE ISSUED: DECEMBER 6, 2018													
DATE OPENED: DECEMBER 28, 2018													
SHERIFF'S OFFICE													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Prisoner Transport Cage	Ea	16	\$599.00	\$9,584.00	\$846.44	\$13,543.04	\$638.24	\$10,211.84	\$631.07	\$10,097.12		
2	Cargo Barrier 475-0769	Ea	16	\$369.00	\$5,904.00	\$526.70	\$8,427.20			\$392.67	\$6,282.72		
3	Cargo Barrier 475-1109	Ea	16	\$369.00	\$5,904.00	\$526.70	\$8,427.20	\$358.94	\$5,743.04	\$392.67	\$6,282.72		
4	Partition Wings	Ea	16	\$85.00	\$1,360.00	\$94.05	\$1,504.80			\$91.16	\$1,458.56		
5	Window Armor Bars	Ea	17	\$228.00	\$3,876.00	\$247.42	\$4,206.14	\$215.30	\$3,660.10	\$239.80	\$4,076.60		
6	Police Consoles	Ea	17	\$368.00	\$6,256.00	\$399.35	\$6,788.95	\$417.24	\$7,093.08	\$387.06	\$6,580.02		
7	Gun Rack	Ea	14	\$258.00	\$3,612.00	\$315.00	\$4,410.00	\$358.94	\$5,025.16	\$270.94	\$3,793.16		
8	Westin Push Bumper	Ea	4	\$265.00	\$1,060.00	\$411.58	\$1,646.32	\$283.52	\$1,134.08	\$281.27	\$1,125.08		
9	Westin Pit Bar	Ea	4	\$260.00	\$1,040.00	\$430.13	\$1,720.52	\$333.72	\$1,334.88	\$293.95	\$1,175.80		
10	Westin Wing Wraps	Ea	4	\$109.00	\$436.00	\$171.87	\$687.48	\$205.08	\$820.32	\$121.20	\$484.80		
11	Westin Light Channel	Ea	4	\$26.00	\$104.00	\$44.04	\$176.16			\$26.14	\$104.56		
12	SUV K9 Prisoner	Ea	5	\$2,280.00	\$11,400.00	\$2,696.20	\$13,481.00	\$2,574.36	\$12,871.80	\$2,580.00	\$12,900.00	\$2,940.00	\$14,700.00
13	Door Opening System	Ea	5	\$1,485.00	\$7,425.00					\$1,620.00	\$8,100.00		
14	Cool Dog	Ea	5			\$1,755.00	\$8,775.00	\$1,660.00	\$8,300.00			\$1,500.00	\$7,500.00
15	Alert Pager	Ea	5	\$309.00	\$1,545.00	\$365.30	\$1,826.50	\$441.00	\$2,205.00	\$337.20	\$1,686.00	\$380.00	\$1,900.00
TOTAL BID AMOUNTS					\$59,506.00		\$75,620.31		\$58,399.30		\$64,147.14		\$24,100.00

Note Pricing for Item 13 and Item 14 are combined

11-2

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTURAL AGREEMENT

CONTRACT NO. 52110-19B-009

THIS CONTRACTUAL AGREEMENT made and entered into on the 22nd day of January 2019, by and between Gulf States Distributors of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Gulf States Distributors agrees to furnish Law Enforcement Emergency Equipment for the Montgomery County Sheriff's Office in accordance with all the provisions of Invitation to Bid No.52110-19B-009 as issued by the Montgomery County Commission on December 6, 2018 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Gulf States Distributors. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract will begin on January 22, 2019 and will end on January 21, 2020 with an option to renew for two (2) years, in one (1) year periods, providing funds are available by the Montgomery County Commission.
3. That prices shall remain firm for a one (1) year period. At the end of each one (1) year period, a price increase may be allowed but shall not exceed 5% per year.
4. That Montgomery County Commission and Gulf States Distributors may terminate this agreement with a sixty (60) day written notice by either party.
5. That Gulf States Distributors will furnish law enforcement emergency equipment at prices stipulated in Invitation to Bid No. 52110-19B-009.
6. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
7. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation

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

8. Gulf States Distributors. 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 Gulf States Distributors, 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 Gulf States Distributors, its employees, agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2019.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

JAN 22 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager^{NLS}

DATE: December 18, 2018

RE: Invitation to Bid No. 51965-19B-008
Private Data Network Youth Facility

Request that approval of award on the above referenced Invitation to Bid to the lowest bidder Cytranet, in the amount of \$1,075.00 per month, based on Alternate 2, be placed on a future agenda. (Copy of spreadsheet 1 attached.)

This will be a three (3) year contract and all pricing will be firm for this contract period.

Coordination of award made with Lou Ialacci, Director of Information Systems.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS: 62 Bids Emailed				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-19B-008				AT & T Corp. 38 Washington Ave. Montgomery, AL 36104 Attn: Dale Lunn (334)273-2108-3050 Minority Business Owned Yes X No		WideOpenWest 7887 East Bellevue Ave Englewood, CO 80111 Attn: Wiley Bishop (729)479-3500 Minority Business Owned Yes X NO		Spectrum Enterprise 12405 Powerscourt Dr. St. Louis, MO 63131 Attn: Kathleen Ciccone (888)438-2427 Minority Business Owned Yes X No		Cytranet 1400 A Montlamar Dr. Mobile, AL 36609 Attn: Doug Roberts (251)308-5000 Minority Business Owned X Yes No			
DATE ISSUED: November 6, 2018													
DATE OPENED: November 27, 2018													
INFORMATION SYSTEMS													
DELIVERY DATE:				TBD									
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Alternate #1												
	500 Mbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$650.00	\$1,300.00	\$620.00	\$1,240.00	\$1,220.00	\$1,220.00	\$875.00	\$875.00		
2	Alternate #2												
	1 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$750.00	\$1,500.00	\$775.00	\$1,550.00	\$1,610.00	\$1,610.00	\$1,075.00	\$1,075.00		
3	Alternate #3												
	2 Gbps												
	Installation Cost	Ea	1										
	Monthly Cost	Ea	2	\$950.00	\$1,900.00	\$930.00	\$1,860.00	\$1,860.00	\$1,860.00	\$2,100.00	\$2,100.00		
TOTAL BID AMOUNTS													

Notes:

AT & T Corp.: Prices are per location does not include taxes, etc.; Vendor cannot agree to dispute resolution as written and proposes language may be negotiated.

Wide Open West(WOW): Monthly cost on each alternate is per site. See Exceptions

Spectrum Enterprise: Please see arbitration clause. Monthly cost is total cost does not include taxes,surcharges, and fees should any be applicable. See contract period

Troy Cablevision, Inc.: Prices are total cost for each alternate

Cytranet : Prices are total cost per alternate

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 1**AGENDA****JAN 22 2019**

DEPARTMENT: Community Corrections REQUESTED BY: Paul H. Brown 1/16/19
 Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 1/16/19
 Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL:

 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	124-52960-304	34,100	(3,600)	30,500
Extra Help	124-52960-115	1,500	3,600	5,100
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 35,600	\$ 0	\$ 35,600

JUSTIFICATION: Realign budget to cover extra help due to staff vacancies.

JAN 22 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Lloria James

POSITION INFORMATION:

Position Title Assistant Records Coordinator
 Position Number 408010012
 Pay Grade A04 Pay Range \$28,765 - \$42,978
 Proposed Effective Date January 22, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey

Department Head

Date 01/04/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 01/07/2019

Sherrill Thomas

Finance Director

Date 1/7/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JAN 22 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering Construction
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: William S Missildine

POSITION INFORMATION:

Position Title Country Traffic Control Tech I
 Position Number 640472015
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date January 28, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date January 7, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 01/07/2019

Sherrill Thomas

Finance Director

Date 1/7/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

JAN 22 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator I

Position Number 630551021 Replacing John Menefee

Pay Grade S04-1 Pay Range 26,096 - 38,992

Proposed Effective Date January 28, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date January 4, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/08/2019

Employee Benefit Manager

Sherrill Thomas Date 1/10/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JAN 22 2019

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
Position Number 550430066 (Replace P McDonald)
Pay Grade PST Pay Range \$38,236
Proposed Effective Date February 11, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 01/16/2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/16/2019
Employee Benefit Manager

Sherrill Thomas Date 1/16/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

JAN 22 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430135 (replace A. Knight)
 Pay Grade PST Pay Range \$38,236
 Proposed Effective Date February 11, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 1/15/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/16/2019
 Employee Benefit Manager

Sherrill Thomas Date 1/16/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

JAN 22 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
 Position Number 550430176 (Replace C McLeod)
 Pay Grade PST Pay Range \$38,236
 Proposed Effective Date February 11, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 01/16/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 01/16/2019
 Employee Benefit Manager

Sherrill Thomas Date 1/17/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

JAN 22 2019

Date: January 3, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Montgomery , Alabama
Departure Date: February 4, 2019 Return Date: February 6, 2019
Conference Leave (Days / Hours): (3) Day (s)
Purpose of Travel: to attend the GFOAA 35th Annual Conference & Training Program

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

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

Total (est.) Cost: \$325.00 Advance Registration Required: \$325.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$325.00

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

The above request is app. 1/7/19 reimbursement of actual and necessary expenses in the
approximate amount of \$325.00 and advance registration of \$325.00 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 & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$17,082.27</u>	
Budget Available:	<u>\$7,917.73</u>	
Current Requests:	<u>\$1,188.40</u>	
Budget Balance:	<u>\$6,729.33</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/3/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

JAN 22 2019

Date: 01/07/2019
To: Donald L. Mims, Administrator
From: JANET BUSKEY
Re: Approval for the following travel:

Destination: RENAISSANCE MONTGOMERY
Departure Date: 02/10/19 Return Date: 02/13/2019
Conference Leave (Days / Hours): 3 DAYS
Purpose of Travel: ASSOCIATION OF ALABAMA TAX ADMINISTRATION
2019 WINTER CONFERENCE

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

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$400.00

Department Name: REVENUE COMMISSIONER Fund Name: 001.51500-265

Additional Comments: _____

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

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,000.00</u>
Approved Requests:	<u>\$400.00</u>
Budget Available:	<u>\$5,600.00</u>
Current Requests:	<u>\$400.00</u>
Budget Balance:	<u>\$5,200.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/7/2019

cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 22 2019

Date: 01/16/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: 03/01/2019 Return Date: 03/01/2019

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST CRE Special Topics 1 and 2 Courses For Motor Fuel/Tobacco/Rental/Lease Taxes. Attendees Will Each Earn 8 CPE Hours That Will Apply Toward Their 2019 CRE Certification Requirements.

Traveler (s) Name: 1. RoShonda Moultrie 4. _____
2. Te'Rea Smith 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$417.12 Advance Registration Required: \$350.00

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

Additional Comments: Registration \$350 Meals \$30 Mileage \$37.12
ALTIST CRE Program Course Sponsored by Auburn University
Government & Economic Development Institute.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$417.12 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$2,763.50</u>
Budget Available:	<u>\$10,086.50</u>
Current Requests:	<u>\$417.12</u>
Budget Balance:	<u>\$9,669.38</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

JAN 22 2019

Date: January 16, 2019
To: Donald L. Mims, Administrator
From: Judy Singley
Re: Approval for the following travel:

Destination: Birmingham, Alabama
Departure Date: May 29, 2019 Return Date: May 30, 2019
Conference Leave (Days / Hours): (2) Day (s)
Purpose of Travel: to attend the 2019 Worker's Compensation Seminar

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

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

Total (est.) Cost: \$377.72 Advance Registration Required: \$130.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration- \$130.00 Lodging- \$141.00 Mileage- \$106.72

To: Judy Singley, Risk Management
From: Donald L. Mims, Administrator

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$377.72 and advance registration of \$130.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,000.00</u>
Approved Requests:	<u>\$80.00</u>
Budget Available:	<u>\$11,920.00</u>
Current Requests:	<u>\$377.72</u>
Budget Balance:	<u>\$11,542.28</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/16/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

JAN 22 2019

Date: 1/9/2019
To: Donald L. Mims, Administrator
From: George Speake
Re: Approval for the following travel:

Destination: Homewood Suites, 1800 Interstate Park Drive, Montgomery, Alabama
Departure Date: 3/27/2019 Return Date: 3/27/2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Seminar on Understanding Financial Statements

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

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

Total (est.) Cost: \$249.00 Advance Registration Required: \$249.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265

Additional Comments: _____

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

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$249.00 and advance registration of \$249.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$19,000.00</u>
Approved Requests:	<u>\$6,313.00</u>
Budget Available:	<u>\$12,687.00</u>
Current Requests:	<u>\$249.00</u>
Budget Balance:	<u>\$12,438.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/10/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

JAN 22 2019

Date: January 8, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: February 5, 2019 Return Date: February 5, 2019
Conference Leave (Days / Hours): 5 hours
Purpose of Travel: to attend Faulkner University Career Fair 2019

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$50.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee: \$50.00

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961-190</u>	(ex: 000-00000-000)
Description:	<u>Recruiting</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,048.28</u>	
Budget Available:	<u>\$3,951.72</u>	
Current Requests:	<u>\$50.00</u>	
Budget Balance:	<u>\$3,901.72</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/10/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

JAN 22 2019

Date: January 15, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Troy, AL
Departure Date: April 3, 2019 Return Date: April 3, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Troy University Spring Career Fair

Traveler (s) Name: 1. Monica Caudle 4. _____
2. Henry Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$175.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: Registration Fee - \$175.00

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 1/22/19 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$7,935.48</u>	
Budget Available:	<u>\$17,064.52</u>	
Current Requests:	<u>\$175.00</u>	
Budget Balance:	<u>\$16,889.52</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/15/2019

cc: Finance Director / Buyer

JAN 22 2019



ONE PLACE

FAMILY JUSTICE CENTER

ONE PLACE FAMILY JUSTICE CENTER

On-Site Partnership Agreement

ON-SITE PARTNERS

The City of Montgomery
Montgomery County Commission
Montgomery County District Attorney's Office
Montgomery Police Department- Domestic Violence Unit (MPD-DVU)
Montgomery Area Family Violence Program, Inc., d.b.a. Family Sunshine Center (FSC)
Lighthouse Counseling Center (LCC)
Faulkner University Thomas Goode Jones School of Law
Legal Services Alabama (LSA)
Montgomery Courts

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

INTENT

Through partnerships with professionals and other service providers, One Place will serve as a

Page 1 of 4

centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from varied disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its goals and objectives in accordance with the One Place Family Justice Center Operations Manual which is attached.

TERMS

A. One Place Family Justice Center's Obligations:

One Place Family Justice Center agrees to provide the Participating Partner with the following services at no cost to the Participating Partner, except as provided herein:

1. Use of the One Place facilities, including waiting rooms, interview rooms, client child care, kitchen, and receptions areas;
2. Access to a photocopy machine and a fax machine for reasonable and necessary use;
3. Provide opportunities for cross-training with and for Family Justice Center staff and other partners;
4. Disseminate partner agency information at One Place;
5. Referral of clients to and from One Place when appropriate;
6. Listing as a partner on the One Place website and other promotional materials;
7. Receive training about One Place;
8. The opportunity to be a partner with One Place and other partners in future grant applications when appropriate;
9. Receive letters of support from One Place and other partners for future grant applications when appropriate;

B. Participating Partner Obligations:

The Partner agrees to:

1. Provide services as outlined in partner specific MOU;
2. Comply with all applicable rules and regulations contained in the Operations Manual of One Place;

3. Provide a completed background information sheet for all personnel who are assigned to One Place in order to allow the Montgomery County District Attorneys Office and the Montgomery Police Department to conduct a limited criminal background check;
4. Require all staff to participate in applicable One Place staff meetings and strategic planning meetings;
5. Indemnify and hold harmless Montgomery County, One Place Family Justice Center, its officers, employees, and agents from and against all liability, damages, expenses, or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers, or contractors;
6. Provide any and all accommodations to the Partner's personnel, outside of the workspace occupied by the Participating Partner's staff person. However, the Participating Partner will be responsible for remedying any architectural barriers within the workspace of its staff person;
7. Comply with all local, state, and federal laws and regulations concerning the provision of services to victims;
8. Disseminate One Place information at Partner's sites;
9. Provide and receive cross-training to and from One Place staff and partners;
10. Support the goals and objectives of One Place;
11. Support One Place and other partners in seeking grants when appropriate;
12. Provide letters of support to One Place and its partners for future grant applications when appropriate;

The above-stated terms and conditions of this agreement are hereby agreed upon by the undersigned.

Date: _____

City of Montgomery
Mayor Todd Strange

Date: _____

Montgomery County Commission

Date: _____

Montgomery County District Attorney
Daryl Bailey, District Attorney

Signatures (Continued)

Date: _____

Montgomery Police Department DV Unit
Ernest Finley, Chief of Police

Date: _____

Montgomery Area Family Violence
Program, Inc., d.b.a. Family Sunshine Center
Tay Knight, Executive Director

Date: _____

Lighthouse Counseling Center
Nathan Cook, Executive Director

Date: _____

Faulkner University, Thomas Goode Jones
School of Law, Family Violence Clinic
Kelly McTear, Director

Date: _____

Legal Services Alabama
Jaffe Pickett, Interim Executive Director

Date: _____

Montgomery Courts

Date: _____

One Place Family Justice Center
Kaye Harris, Executive Director

Tammy Nix

From: Debbie Richardson <drichardson@oneplacefjc.org>
Sent: Monday, January 14, 2019 8:52 AM
To: Tammy Nix
Cc: Donald Mims; Kaye Harris
Subject: One Place Family Justice Center Updated On-Site Partnership Agreement - County Commission
Attachments: OPFJC - On-Site Partnership Agreement Jan 2019 v.2.pdf

Good Morning Tammy.

As we discussed on the telephone this morning, Kaye Harris, Executive Director, One Place is working on a new 18-month ADECA - VOCA grant (April 1, 2019, to October 1, 2020).

In doing so, she needs to obtain an updated On-Site Partnership Agreement with all One Place on-site partners. Attached is the Agreement she left with me to obtain signatures.

The Grant must be submitted by February 1, 2019. Therefore, as we discussed, it is necessary to request the Montgomery County Commission waive rule at the Tuesday, January 22, 2019, County Commission meeting to vote to sign the agreement is so desired by the Commission.

Thank you for placing this item before the Commission at the January 22, 2019 meeting.

If you need any additional information, please give me a call.

Thank you

Debbie Richardson

Project Coordinator
ONE PLACE Family Justice Center
530 S. Lawrence St | Montgomery, AL 36104
Phone: 334.262.7378 | Cell: 334.546.9781

"You find the resolve, we'll do the rest." ONE PLACE

AGENDA

JUN 18 2018

June 14, 2018

Chairman Elton Dean and County Commissioners
Montgomery County Commission
P.O. Box 1667
Montgomery, AL36102

Dear Chairman Dean and Commissioners,

Please find attached the annual MOU between One Place Family Justice Center and our community partners. As you are all aware, the County Commission has partnered with One Place since its inception in 2009. This partnership is invaluable to One Place in its efforts to provide services to Montgomery County citizens who are victims of domestic and sexual violence, human trafficking and child and elder abuse. Currently, we are applying to the U.S. Justice Department, Office of Victims of Crime (OVC) for a federal grant to support our work with victims of human trafficking. The application due date is June 21st. Further, our current grant with ADECA, which provides nearly \$500,000 per year to support victims of domestic and sexual violence and elder abuse is up for renewal with a submission date of June 29th. In consideration of these upcoming submission dates, we are requesting the Commission wave rules and sign this MOU as soon as possible. The MOU demonstrates to both the federal and state funding agencies the commitment of our community to end these heinous crimes.

Thank you for consideration of this request.

Best Regards,

Kaye Harris,
Executive Director



ONE PLACE FAMILY JUSTICE CENTER Partnership Agreement

ON-SITE & COMMUNITY PARTNERS:

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from varied disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will



receive the services they need to avoid further abuse and to repair their lives and prepare themselves for a lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its goals and objectives in accordance with the One Place Family Justice Center Operations Manual which is attached.

TERMS

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3. Provide opportunities for cross-training with and for Family Justice Center staff and other partners;
4. Disseminate partner agency information at One Place;
5. Referral of clients to and from One Place when appropriate;
6. Listing as a partner on the One Place website and other promotional materials;
7. Receive training about One Place;
8. The opportunity to be a partner with One Place and other partners in future grant applications when appropriate;
9. Receive letters of support from One Place and other partners for future grant applications when appropriate;

B. Participating Partner Obligations:

The Partner agrees to:



1. Provide services as outlined herein;
2. Comply with all applicable rules and regulations contained in the Operations Manual of One Place;
3. Provide a completed background information sheet for all personnel who are assigned to One Place in order to allow the Montgomery County District Attorneys Office and the Montgomery Police Department to conduct a limited criminal background check;
4. Require all staff to participate in applicable One Place staff meetings and strategic planning meetings;
5. Indemnify and hold harmless Montgomery County, One Place Family Justice Center, its officers, employees, and agents from and against all liability, damages, expenses, or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers, or contractors;
6. Provide any and all accommodations to the Partner's personnel, outside of the workspace occupied by the Participating Partner's staff person. However, the Participating Partner will be responsible for remedying any architectural barriers within the workspace of its staff person;
7. Comply with all local, state, and federal laws and regulations concerning the provision of services to victims;
8. Disseminate One Place information at Partner's sites;
9. Provide and receive cross-training to and from One Place staff and partners;
10. Support the goals and objectives of One Place;
11. Support One Place and other partners in seeking grants when appropriate;
12. Provide letters of support to One Place and its partners for future grant applications when appropriate;



Family Justice Center Partners Memorandum of Understanding

FAMILY JUSTICE CENTER PARTNERS

Montgomery County Commission

City Of Montgomery

Montgomery County District Attorney's Office

Montgomery County Task Force on Domestic Violence (MCTFDV)

Montgomery Police Department- Domestic Violence Unit (MPD-DVU)

Montgomery County Sheriff's Office (MCSO)

Montgomery County Department of Human Resources (DHR)

Montgomery Area Family Violence Program, Inc., d.b.a. Family Sunshine Center (FSC)

Lighthouse Counseling Center (LCC)

Child Protect

Montgomery Area Council on Aging (MACOA)

Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)

Faulkner University Thomas Goode Jones School of Law

Legal Services Alabama (LSA)

United States Attorney's Office, Middle District of Alabama (USAO-MDAL)

Family Guidance Center of Alabama

Helping Montgomery Families Initiative

Victims of Crime and Leniency (VOCAL)

Montgomery Area Mental Health Authority

Easter Seals

MEMORANDUM OF UNDERSTANDING

DESCRIPTION OF PARTNER AGENCIES

MONTGOMERY COUNTY COMMISSION -The Montgomery County Commission will serve as the grant recipient and fiscal agent of the project. The Commission's Financial Officer will monitor, review and approve all financial transactions.

MONTGOMERY COUNTY DISTRICT ATTORNEY'S OFFICE - The Family Justice Unit includes: a Deputy District Attorney trained in prosecution of Domestic Violence cases who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court; an Administrative Assistant who assists the Unit, and a Victim Services Officer who assists the victim throughout the legal process by providing information immediately after the crime, attending court with the victim and coordinating regular meetings with the victim and the prosecutor. Through the efforts of the Unit, the TARGET program diverts cases from Municipal Court to District Court. The Unit accepts misdemeanor cases from Municipal Court and prosecutes them in an expedited manner. The Montgomery County District Attorney's Office continues to address the problems of lack of awareness, lack of reporting, fear of the judicial system and delays in prosecution. By working closely with Montgomery law enforcement agencies, the Lighthouse Counseling Center (LCC) Standing Together Against Rape (STAR) program and the Family Sunshine Center (FSC), the Unit has been able to improve services available to the victim before and after prosecution. The Unit itself continues to focus on victim awareness and self-confidence as the case navigates through the judicial system.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV)-The MCTFDV, established in 1994, meets monthly to address coordination of services and emerging issues.

CHIEF OF POLICE AND MONTGOMERY POLICE DEPARTMENT- DOMESTIC VIOLENCE UNIT, (MPD-DVU) - The MPD-DVU is a city-funded Bureau in the Patrol Division. The officers are assigned to the DVU to ensure victim safety, offender accountability and collection of evidence to facilitate prosecution. To reduce the incidence and severity of family violence, the DVU has established arrest of offenders as the preferred means of intervention when the officer has probable cause to believe a crime has occurred. The DVU developed and operates TARGET, a nationally recognized program, which identifies high-risk cases with a lethality factor involving firearms and directs them to a special District Court docket for prosecution. The TARGET program is the only program of its kind in the State of Alabama and is recognized as a model by the National Crime Prevention Council and the United States Department of Justice. MPD also collaborates with the USAO-MDAL to implement Alabama ICE, a program aimed to reduce gun violence in Montgomery County.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - The mission of the Montgomery County Sheriffs Office (MCSO) is to provide the best possible law enforcement protection and service for Montgomery County. They strive to keep the citizens and the communities of Montgomery County as safe as possible. They work diligently with the various departments within the Montgomery County Courthouse and the Montgomery County District Attorneys Office and other agencies dedicated to the prosecution of criminals in Montgomery County.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - The Montgomery County Department of Human Resources receives reports of children, elderly and physically or mentally disabled adults unable to protect themselves and known or suspected to be a victim of abuse, neglect, or exploitation. DHR provides them protective services. Where serious physical abuse or sexual abuse has occurred or is suspected, DHR follows established procedures for investigation in cooperation with the appropriate local law enforcement and prosecution authorities. DHR supports and funds the Family Assessor program provided to assess high-risk families with allegations regarding domestic violence and incorporate different community services to keep the family safe and together when possible.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., D.B.A. FAMILY SUNSHINE CENTER (FSC) - The FSC offers immediate safe shelter - both emergency and secure transitional living, counseling, advocacy, case management, prevention and outreach programs for victims of domestic violence and help for perpetrators of domestic violence. FSC also operates the SAIL program, funded by the Alabama Department of Human Resources, to bring services of domestic violence specialists to persons applying for public assistance and the Family Assessor program. The Family Assessor receives DHR referrals in child protective cases with suspected family violence, conducts assessments of victims and perpetrators and offers options to help adult victims protect themselves and care for their children. The FSC VOCA-funded staff provides advocacy with public and private agencies as a major part of family violence victims' case plans. To prevent survivors from being forced to return to an abusive relationship due to financial hardship, the FSC developed and operates the Exodus Community, an income-based transitional living program for survivors of domestic violence and their families. Exodus is funded by HUD, the City of Montgomery, and corporate and private donors.

LIGHTHOUSE COUNSELING CENTER (LCC) - LCC operates the area rape crisis program serving the needs of victims of sexual assault. Through Standing Together Against Rape (STAR) program, the Lighthouse provides victim advocacy, support and forensic evidence exams by specially trained Sexual Assault Nurse Examiners (SANEs), and supports the Sexual Assault Response Team (SART) of Montgomery which provides support and coordination for these services. Forensic rape exams and evidence collections are available 24 hours a day, 7 days per week. SART provides support, resources and a unified approach for the professional and timely collection of forensic evidence in sexual assault cases, while ensuring the dignified and compassionate treatment of sexual assault victims. SART consists of representatives from law enforcement, the District Attorney's office, STAR, Alabama Department of Forensic Sciences, Alabama Crime Victims Compensation Commission, Child Protect, FSC, local

MEMORANDUM OF UNDERSTANDING

hospitals, sexual assault survivors, and media representatives. SANE works closely with the District Attorney's office, providing testimony in cases that go to trial.

CHILD PROTECT - Child Protect, a local non-profit incorporated in November 1989 supports children who are victims of abuse through the investigation and management of their cases in a non-threatening environment. Child Protect receives referrals from the Department of Human Resources and law enforcement agencies. They sponsor a Multi-Disciplinary Task Force to collaborate with local agencies on the best practices and avenues for each specific case deferred to the agency. Services are provided at no charge to families. Child Protect is designed to meet the child's need for warmth, support and protection by providing a friendly environment where children are interviewed about the abuse by specially trained forensic interviewers. They also offer play therapy, teen counseling, and group counseling to individuals who have been interviewed.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA was founded in 1972 to assist senior citizens by providing services to promote independent living, by offering opportunities to enhance quality of life, and by increasing community awareness of senior issues. Its diverse services address the needs of older persons who desire to actively participate in volunteer, educational, and recreational activities as well as the poor, disabled, lonely, and/or disadvantaged. In some cases, MACOA's activities provide the warmth of family and home and, in many others; they provide the hope, motivation, enjoyment, and means to live independently. MACOA provides programs and activities for more than 2,500 seniors each month in a five-county area including Montgomery. This includes Meals-On-Wheels, senior activity centers, transportation programs, homemaker services, information and referral, and volunteer services. Their skilled caseworkers and volunteers are concerned with senior issues affecting individuals, families, and seniors in particular. They provide services, identify needs, serve as the first line of reporting, make referrals, and counsel seniors and their loved ones about the multitude of issues that confront older Americans on a daily basis.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - The Air Force Family Advocacy Program is a congressionally mandated program offering community outreach, prevention and intervention services to active duty military and their family members where family violence (adult partner maltreatment/child maltreatment) may be occurring. Active duty military and their family members who have been referred to the FAP due to a domestic abuse/violence incident, occurring either on-base or off-base, are seen by the FAP for an initial assessment and offered appropriate counseling services. Services include individual and group counseling. Referrals to other community agencies may also be an outcome of the initial assessment. The FAP will offer initial assessment follow-up and/or appropriate referral information to military retirees and their beneficiaries. The community outreach component is dedicated to getting information out to military commanders, unit leadership, active duty members, family members, school personnel, child-care workers, chaplains, military law enforcement and special investigators and military clubs and organizations about the issue of family violence. The goal is to inform and educate the military

community about family violence to offer resources for prevention services or intervention services in situations where family violence may be occurring.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Jones School of Law is a private Christian school in Montgomery, Alabama, that offers clinical legal education through its Family Violence Clinic, Elder Law Clinic, Mediation Clinic and Externship Program. In these legal clinics, qualified law students provide pro bono, civil legal services to clients in Montgomery County for academic credit under supervision of the directors who are members of the law faculty and experienced, licensed attorneys. Specifically, since 2005, the Family Violence Clinic ("the Clinic") has worked in close collaboration with Legal Services Alabama, the Family Sunshine Center and the Montgomery County Domestic Violence Task Force to counsel and represent victims of domestic violence in actions for civil protection orders. The Clinic presently operates at OPFJC and routinely collaborates with all partner organizations on client referrals and services.

LEGAL SERVICES ALABAMA (LSA) - LSA is a statewide program comprised of offices throughout the State of Alabama. LSA provides direct representation to low and moderate-income clients who are facing day-to-day civil legal challenges. The scope of LSA advocacy places an emphasis on litigation on behalf of domestic violence victims (including protection from abuse, divorce, child custody, and child support cases), and clients with housing, consumer, public benefits, employment and tax issues, as well as elderly clients and clients with HIV/AIDS. In representing domestic violence victims, LSA attempts to provide a holistic spectrum of legal representation, focused not only on traditional family law issues, but also addressing the full range of a client's civil legal needs, including housing, consumer, public benefits, employment, and tax problems. Presently, LSA receives a grant through the Alabama Department of Economic and Community Affairs (ADECA) to provide an attorney in its Montgomery office to represent clients in several of the adjacent rural counties through referrals from the Family Sunshine Center. LSA and its attorneys have been members of the Montgomery County Domestic Violence Task Force since 1994, and maintain a particularly close working and referral relationship with the Family Sunshine Center, Jones School of Law, the Montgomery Police Department, the Montgomery Sheriff's Department, and the office of the Montgomery County District Attorney. In the past, LSA has received funding from the Alabama State Bar's IOLTA program, specifically to hire an attorney in its Montgomery office to represent domestic violence victims; grants from the United States Department of Justice, Office on Violence Against Women, that funded an attorney in its Montgomery offices to provide additional civil representation to domestic violence victims. One of these VAWA grants further provided a sub-grant to Jones School of Law at Faulkner University to establish its domestic violence clinical program to train law students and to help victims obtain

MEMORANDUM OF UNDERSTANDING

protection orders in Montgomery County pursuant to the Protection from Abuse Act. Additionally, LSA received a grant from the Office of the United States Attorney for the Middle District of Alabama to represent women in obtaining protection orders pursuant to the Protection from Abuse Act throughout the counties in the Middle District of Alabama (including Montgomery). Through this grant, LSA developed a screening instrument to aid its attorneys in attempting to identify those batterers who appeared most likely to have access to a firearm and for whom it appeared most critical to seek protection orders that imposed firearms restrictions pursuant to the Gun Control Act of 1968, 18 USC §922(g)(8). Through this grant, LSA also worked with the Alabama Administrative Office of Courts to revise its standard protection from abuse petition and order to facilitate the entry of an order that complies with the provisions of the Gun Control Act prohibitions. Further, LSA's Montgomery office formerly had a CDBG grant from the City of Montgomery that allowed it to hire an attorney to represent domestic violence victims in housing cases in order to help victims avoid becoming homeless and being coerced into returning to their abusers as the perceived lesser of two evils. Currently, LSA houses two staff attorneys at OPFJC in order to assist victims in all civil legal matters. LSA receives funding for these attorneys as a sub-recipient of OPFJC's VOCA grant through Alabama Department Economic and Community Affairs (ADECA).

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) -

The United States Attorney's Office for the Middle District of Alabama will partner with OPFJC in their collaborative effort to centralize the response to domestic violence and human trafficking issues and services. The USAO-MDAL, in collaboration with the Montgomery Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives, coordinates the Alabama ICE program, a Project Safe Neighborhoods Initiative working to stop the destructive cycle of gun crime.

FAMILY GUIDANCE CENTER (FGC) - The FGC is a private, non-profit family service agency dedicated to strengthening families. They partner with families, organizations and communities through an accessible comprehensive system of coordinated programs and services designed to enable people of all ages in Alabama to envision and achieve their goals. The FGC has operated a variety of services to strengthen families, including counseling, child-care management, Big Brothers/Big Sisters and the Center for Families. A significant number of clients are or have been involved in a domestic violence situation. FGC offers counseling services for individuals, families, couples, children, adolescents and groups. The FGC assesses for suicide/homicide ideation and makes appropriate referrals/interventions.

HELPING MONTGOMERY FAMILIES INITIATIVE -The Helping Montgomery Families Initiative (HMFI) is a project of the Montgomery County District Attorney (DA) in partnership with Montgomery County Public Schools (MPS). The collaboration includes local law enforcement, healthcare professionals, mental health, social services, faith-based organizations, juvenile justice agencies and other organizations with the primary focus of intervening in the lives of school children that have been suspended from school, but not charged with a criminal offense. The primary focus of HMFI is to meaningfully intervene in the lives of suspended students and their families by identifying the root causes of problems that impede the child's ability to behave appropriately in a learning environment. This focus extends to issues that negatively impact the overall level of family functioning. HMFI links such students

and their families to the appropriate community services. HMFI utilizes a Multi-Disciplinary Team comprised of fourteen representatives from both the public and not-for-profit sector that provide services to families and children. In addition, HMFI has 49 partnerships with other community organizations that provide services to children and families and serves as referral sources.

VICTIMS OF CRIME AND LENIENCY (VOCAL) - VOCAL was organized in 1982 to create a system recognizing victims' rights. VOCAL's goal has been to balance the scales of justice by giving crime victims those same rights as offenders. VOCAL has approximately 1900 members throughout the State. The organization has expanded its advocacy to include free counseling from a certified counselor, support at trials and parole hearings, crime scene cleanup, death notification, informing the victims of their rights and apprising the public of the plight of crime victims. Police departments and the District Attorney's Victim Service Officers utilize VOCAL's staff and volunteers, who are available around the clock for death notification, crime scene clean up, and crisis counseling.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY - The Montgomery Area Mental Health Authority, Inc. (MAMHA) is a quasi-public non-profit mental health agency whose mission is to provide quality mental health services within our service area, with the assurance that these services will be provided in a manner that respects individual dignity, promotes recovery, and enhances consumer, family and provider partnership. MAMHA provides mental health services for children and adolescents in Montgomery and the surrounding area. MAMHA provides complete mental health services to include intake (assessment), treatment planning, recovery planning, individual and group therapy and psychiatric care where appropriate.

EASTER SEALS CENTRAL ALABAMA (ESCA) - ESCA is a private, non-profit organization, established in Montgomery, Alabama, since 1961. Their mission is to provide quality life enhancing programs and services to meet the individual needs of consumers. Last year the organization served over 1,500 consumers in more than 24 counties in Alabama. ESCA is an affiliated United Way agency and is an accredited facility by the Commission on Accreditation of Rehabilitation Facilities (CARF). ESCA currently manages and operates twelve unique community programs including:

- **Janice Capilouto Center for the Deaf (JCCD)**, a program that serves people who are deaf and hard of hearing providing them job readiness training, job placement, interpreting services and community awareness
- **Community Assisting the Re-use of Equipment (CARE)**, a program that helps local community members acquire refurbished medical equipment and assistive technology equipment at no-cost
- **Learning Disabilities Evaluation**, a program that helps consumers with disabilities return to college
- **Vocational Evaluation**, assists in determining an individual's interests, aptitudes, abilities, and limitations to help the individual determine life goals and employment desires

MEMORANDUM OF UNDERSTANDING

- **Vocational Training**, including Certified Nurse Assistant certification, industrial sub-contracting and job readiness, and life skills training
- **Job Placement Services**
- **Speech Therapy**, for adults and children
- **Senior Community Service Employment Program**, putting seniors back to work in the community
- **Bridgeways for Kids Child Development Center**, an inclusive environment for children with disabilities
- **21st Century Learning Center**, after school care program serving disadvantaged children in the poorest county in Alabama

ESCA also houses Excel Rehabilitation, a private program that provides pediatric occupational therapy. In addition ESCA partners with many different state and nonprofit agencies in the community, such as Alabama Department of Rehabilitation Services, Alabama Institute for the Deaf and Blind, Family Guidance Center, Alabama Department of Mental Health, Volunteer and Information Center, Family Sunshine Center and many others.

INTER-AGENCY COMMITMENTS TO THE FAMILY JUSTICE CENTER

Each partner's role and responsibility will include providing resources, either through time, in-kind contributions or grant funds. Some partners will provide full-time or part-time staff members to be located within OPFJC and other partners will be located off-site but will provide services at the Family Justice Center on a contract or case-by-case basis.

MONTGOMERY COUNTY COMMISSION -The Montgomery County Commission will provide the facility (AKA- Montgomery County Courthouse Annex IV) in which OPFJC is located, as well as ½ of the Executive Director's annual salary and benefits. The Montgomery County Commission will also maintain at least one seat on the OPFJC Board of Directors.

THE CITY OF MONTGOMERY- The City of Montgomery will provide an in-kind donation of ½ of the executive director's salary and benefits, as well as all janitorial services for the OPFJC facility. The City of Montgomery will also maintain at least one seat on the OPFJC Board of Directors.

MONTGOMERY COUNTY DISTRICT ATTORNEY - The Family Justice Unit will assign its Domestic Violence Prosecutor full-time and its Victim Service Officer full-time to be located at the OPFJC facility. The Family Justice Unit of the Montgomery District Attorney's Office will prosecute all Domestic Violence misdemeanor cases in the Montgomery County District Court and all Domestic Violence felony cases in the Montgomery County Circuit Court. The Victim Service Officer will provide victims with the necessary support and information to navigate and understand the criminal court process as their case goes through each step. In addition to the Unit's personnel, the Unit will facilitate the opening of the Family Justice Center and make in-kind contributions as needed.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The Family Justice Center is an initiative of the MCTFDV.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -

The Task will hold its monthly meetings at the OPFJC facility and each OPFJC partner agency shall be members of the task force.

MONTGOMERY POLICE DEPARTMENT-DOMESTIC VIOLENCE UNIT (MPD-DVU)-The Montgomery Police Department Domestic Violence Bureau is seeking to improve its systematic approach to Domestic Violence and Stalking by collaboration through the Family Justice Center Initiative. The Montgomery Police Department's mission is to end domestic violence by assuring victim safety, offender accountability and collection of evidence to facilitate prosecution in these cases. In support of this coordinated community concept, the Montgomery Police Department will commit its entire Domestic Violence Bureau, consisting of four (4) investigators, and resources to the Family Justice Center full-time. In addition to the domestic violence personnel and the Volunteer In Police Service (VIPS), the MPD commits to the use of computers and office equipment assigned to the bureau and the MPD chaplain will be on call to assist on-site as needed.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - The Montgomery County Sheriff's Office is committed to diligently responding to domestic violence calls, assisting domestic violence victims in an attempt to break the cycle of domestic violence and/or prosecuting offenders by assuring accountability through our court system. In order to better the service that the Montgomery County Sheriff's Office provides to the victims, the Sheriff's Office is committed to supporting the Family Justice Center by utilizing any services within the center.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - DHR will be an off-site partner. DHR will provide one Family and Children's Social Worker, on-call as needed for consultation, case review, or follow-up services for abused and neglected children, one Adult Services Social Worker available as needed for consultation, case review, or follow-up services for adults in need of protective service. DHR shall assist in coordinating the delivery of appropriate individual and family services as may be necessary to families who are victims of domestic violence and also are in need of protective services. DHR and Family Sunshine Center have an interagency agreement that provides for a Family Violence Assessor placed within the Child Welfare program to work with families where domestic violence has occurred and protective services are needed. DHR will cooperate with other agencies and organizations in the planning and development of a coordinated approach in the provision of services and prevention of family violence in Montgomery County. DHR will assist in developing the criteria and procedures and in providing a safe site to enable supervised visitation for domestic violence victims' children who are receiving services through the Family Justice Center.

MEMORANDUM OF UNDERSTANDING

DHR will provide in-service training at the request of Family Justice Center to staff and volunteers in regards to programs and services available through DHR for victims of domestic violence.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., D.B.A. FAMILY SUNSHINE CENTER (FSC) - FSC will dedicate four (4) FTE case managers, one (1) FTE Sexual Assault Advocate and one (1) FTE Legal Advocate as on-site staff for advocacy, referral and support services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse. FSC will also provide court advocacy, risk assessment, and safety planning. Off-site services will include emergency shelter care, medical services at the shelter clinic for shelter residents, secure transitional living services and residential counseling services. FSC will collect and share monthly statistical data with OPFJC for grant reporting purposes.

LIGHTHOUSE COUNSELING CENTER (LCC) - LCC will place the entire staff of the STAR, SART and SANE programs in the Family Justice Center forensic medical exams will be available for all sexual assault victims (examinations are not usually performed for those assaults reported 72 hours after the attack) LCC will provide the following services and commitments through its STAR program: forensic medical examinations performed by certified SANE nurses 24 hours a day, 7 days a week; prophylactic treatment for STDs; pregnancy prevention (not termination); replacement clothing for clothing taken during the examination process and toiletries. Referral information and volunteer advocates will be available for examinations and all justice interviews. In addition a 24-hour crisis line and volunteer advocates will be available to accompany victims to court proceedings, law enforcement interviews and local emergency departments. SART will continue to facilitate meetings that will include representatives from the District Attorney's Office, law enforcement, area hospitals, forensics, Crime Victim's Compensation Commission and other community agencies. Prevention education services will continue to be provided to area middle schools, junior high and high schools, colleges/universities, local law enforcement agencies, area hospitals, community centers, community health fairs and organizations requesting a speaker. STAR is staffed by a SART/SANE Coordinator (RN), who utilizes interns throughout the year when appropriate. LCC provides transportation via Montgomery Area Transportation taxi for victims needing rides to/from counseling appointments and to/from rape exams in Montgomery County.

CHILD PROTECT - Child Protect commits to providing an on-site counselor and victim advocate on a part-time basis (at least 20 hours per week).

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - MACOA will participate in all Family Justice Center activities concerning senior citizens. MACOA social workers and volunteers will be made available to assist with assessment, counseling, senior services, and referral. Services in individual homes and at the Family Justice Center will be provided as needed. MACOA is located within a few block of the Family Justice Center and can meet anticipated needs through an on-call relationship.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - A FAP staff member will be available at the Family Justice Center 16 to 20 hours per month to provide information to military family members, active duty members and retirees who are

MEMORANDUM OF UNDERSTANDING

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victims of domestic violence crimes. The FAR staff representative will operate under Air Force Instruction 40-301 in handling all issues of privacy and confidentiality. These guidelines will apply to any military or civilian employee representing MGAFB at the FJC. The on-site representative will ensure the active duty member, family member or retiree is aware of the FAR and any services available through MGAFB. The FAR staff representative will also act as a referral liaison to the FAR or to a civilian TriCare approved provider. Medical follow-up is available for military healthcare beneficiaries. The on-site representative will be familiar with medical resources available at the MGAFB 42nd Medical Group. Routine medical evaluations can be accomplished for both adult and child victims. Forensic exams are not available at MGAFB. There is a TriCare referral mechanism in place for referring beneficiaries to the appropriate resource. The FAR staff member will work in conjunction with MCTFDV in the area of education and prevention. The FAR staff member will be available to teach dynamics of domestic violence, parenting education and how to access the legal system from the beginning, including how to obtain a restraining order. The FAR staff member will ensure information is made available to the military community about the dynamics of domestic violence, child abuse prevention, effective parenting and effective communication. When necessary, the 42nd Medical Group Alcohol & Drug Awareness & Prevention program will offer substance abuse assessment and treatment to active duty military. Family members of active duty military can receive an assessment followed by a referral for appropriate treatment of an identified alcohol/drug abuse/dependence diagnosis. A FAR staff member and/or any member of 42nd Medical Group Mental Health Clinic may offer briefings throughout MGAFB which highlight the effects of domestic violence and offer information about the FAR. Information about the FJC and services available through that center will be incorporated into domestic violence education and awareness briefings.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- Under faculty supervision, second- and third-year law students participating in the Family Violence Clinic conducted by Jones School of Law will meet clients at the FJC who are seeking protection orders pursuant to the Protection from Abuse Act and will provide pro bono legal counsel and representation to domestic violence victims in these cases and in other related areas of civil practice. The Clinic will be offered during fall and spring academic semesters, and clinic faculty will provide services as necessary for emergency cases when students are not available.

LEGAL SERVICES ALABAMA (LSA) - LSA will commit to providing access to attorneys who will represent victims in family law matters, as well as civil cases involving housing, consumer, public benefits, employment, elder law, taxes, and victims with HIV/AIDS. In addition to its general client service field grant from the Legal Services Corporation, LSA receives grants specifically designed to provide services to clients with housing problems, facing or victimized by mortgage foreclosure, clients with tax problems, including victims who may be eligible for innocent spouse or injured spouse relief, as well as elderly clients and clients with HIV/AIDS. LSA is also in the process of applying for a Legal Assistance to Victims (LAV) grant from OVW. If that LAV grant is successful, it will fund an attorney in Montgomery to exclusively represent victims of domestic violence, dating violence, stalking, and sexual assault by providing a broad range of holistic legal representation. Specifically, this attorney will work in close partnership

MEMORANDUM OF UNDERSTANDING

with the Family Sunshine Center and the Lighthouse Counseling Center and will be available to see clients on a regular basis at locations of their choosing, including the Family Justice Center. Furthermore, LSA serves as the primary conduit for referring cases to the Alabama State Bar Volunteer Lawyers Program. Through those services, LSA will be able to recruit special panels of attorneys in private practice to augment and supplement the direct services provided by LSA's staff attorneys. Finally, with ten offices throughout the state, providing legal representation to clients in all 67 counties, LSA has the capacity to represent Montgomery area clients with civil legal problems anywhere in the Alabama, with the possibility of making referrals to other legal services programs in other states.

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) -

The USAO-MDAL will assign a staff person to be on-site at least four hours per month. The USAO-MDAL will continue to appoint a representative to the MCTFDV to attend monthly meetings. The USAO-MDAL will make every effort to develop a baseline of federal domestic violence crime prosecutions arising from Montgomery County or in which the victim resides in Montgomery County. The USAO-MDAL, in conjunction with its Alabama ICE partners, agree to train Montgomery County and Montgomery Municipal Court prosecutors in the elements necessary to use domestic violence convictions and protection orders in federal felony gun prosecutions. The USAO-MDAL agrees the Alabama ICE Task Force will continue to target domestic violence offenders who can be charged under federal gun crime statutes. The USAO-MDAL will allow a law enforcement representative of the FJC to attend weekly Alabama ICE Task Force meetings in an effort to improve coordination of domestic violence related gun cases and increase their prosecution. The USAO-MDAL will continue to provide its usual services to victims in federal cases involving domestic violence. The USAO-MDAL, through its Victim-Witness Coordinator, will coordinate training related to services provided by the Family Justice Center for victim service providers in Montgomery County. The USAO-MDAL will collaborate with local partners on training programs targeting youth and how they can be safer in their own neighborhoods and communities through its Project Safe Neighborhoods/Alabama ICE partners. The USAO-MDAL will continue to collaborate with the FAP at MGAFB for family violence victims of federal crimes. The USAO-MDAL will continue to prosecute federal misdemeanor crimes related to family violence that are within its jurisdiction.

FAMILY GUIDANCE CENTER (FGC) - FGC will place one counselor and supervise interns from local universities during business hours at the Family Justice Center. The counselor and interns will provide individual and group counseling. At the Family Justice Center, the Family Guidance Center will offer a wide range of services, including family advocacy, career development and parenting training on a weekly basis. On an as-needed basis, the counseling program will offer counseling services utilizing counseling interns and regular staff; weekly group therapy addressing such areas as stress management, assertiveness, "inner child" work and other issues; assessments that utilize assessment tools, including depression inventories, child depression inventories, relationship scales, attachment scales, personality inventories and MAPP (Multidimensional Addictions and Personality Profile) in cases of suspected substance abuse problems.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) - HMFI staff will work in partnership with the Family Justice Center and serve as a primary referral source for families and children to receive needed services in a setting that would help eliminate transportation to multiple sites which is a significant barrier for at-risk families in this community. In addition, HMFI will serve as a link between the Family Justice Center and HMFI's currently existing 49 community partners.

VICTIMS OF CRIME AND LENIENCY (VOCAL) -VOCAL will be an active partner who provides a safe place near the Family Justice Center for out-of-town victims of violent crimes and their families to reside overnight when they are in Montgomery County attending court hearings or parole hearings. Such violent crimes include domestic violence, dating violence, sexual assault and stalking.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY (MAMHA) - MAMHA will place one (i) Master's level therapist on site a minimum of one day per week (\$6,252) in kind. The therapist will be available for intake processing, treatment planning, and individual counseling, as well as consulting and screening for mental illness. MAMHA will increase on-site staff to two days per week if necessary.

EASTER SEALS -As a partner agency, Easter Seals would receive referrals from the Center and ensure seamless services for domestic violence victims in our community. Through a referral to ESCA victims would have the opportunity to access several of our programs listed above, once connected with appropriate funding sources.



One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2018

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it's a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

_____ Signature Montgomery County Commission (MCC)	_____ Printed Name	_____ Date
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_____ Signature City of Montgomery(CM)	_____ Printed Name	_____ Date
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_____ Signature Montgomery County District Attorney's Office (MCDAO)	_____ Printed Name	_____ Date
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_____ Signature Montgomery County Task Force on Domestic Violence (MCTFDV)	_____ Printed Name	_____ Date
--	-----------------------	---------------

_____ Signature Montgomery Police Department Domestic Violence Unit (MPD-DVU)	_____ Printed Name	_____ Date
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_____ Signature Montgomery County Sheriff's Office (MCSO)	_____ Printed Name	_____ Date
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Signature	Printed Name	Date
Montgomery County Department of Human Resources (DHR)		

Signature	Printed Name	Date
Montgomery Area Family Violence Program, dba: Family Sunshine Center (FSC)		

Signature	Printed Name	Date
Lighthouse Counseling Center (LCC)		

Signature	Printed Name	Date
Child Protect, Children's Advocacy Center		

Signature	Printed Name	Date
Montgomery Area Council on Aging (MACOA)		

Signature	Printed Name	Date
Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)		

Signature	Printed Name	Date
Faulkner University Thomas Goode Jones School of Law Family Violence Clinic		

Signature	Printed Name	Date
Legal Services Alabama (LSA)		

Signature	Printed Name	Date
United States Attorney's Office, Middle District of Alabama (USAO-MDAL)		

Signature	Printed Name	Date
Family Guidance Center of Alabama		

Signature	Printed Name	Date
Helping Montgomery Families Initiative		

Signature
Victims of Crime and Leniency (VOCAL)

Printed Name

Date

Signature
Montgomery Area Mental Health Authority

Printed Name

Date

Signature
Easter Seals

Printed Name

Date

One Place Family Justice Center

530 S. Lawrence Street
Montgomery, AL 36104
Phone: 334-262-7378
Email: info@oneplacefjc.org
Website: www.oneplacefjc.org

JAN 22 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mes}

DATE: January 15, 2019

RE: Invitation to Bid No. 52200-19B-010
Inmate Food Service

I request that rules be waived to approve award on the above referenced Invitation to Bid to the next lowest bidder, Kellwell Food Management, Inc., based on Option 3 and a 30% commission to be paid to Montgomery County Commission for the specialty meal program, at the County Commission meeting on January 22, 2019 (Copy of spreadsheet attached.) Sheriff Cunningham rejected the lowest bidder and current vendor, Summit Food Service, LLC, because of the number of complaints from inmates and jail personnel. In addition, Sheriff Cunningham has requested that rules be waived to facilitate a smooth transition to the new vendor.

This contract will be from March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 15, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Inmate Food Service - Bid No. 52200-19B-010

Please be advised that I request that rules be waived to accept Kellwell Food Management as the provider of food services for the Detention Facility. Furthermore, I am not going with the lowest bidder, Summit Food Service, LLC, as we have received numerous complaints from inmates as well as jail personnel.

Please let me know if you have any questions.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator

encls.

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

19-2

BID RESULTS FOR INVITATION TO BID NO. 52200-19B-010, INMATE FOOD SERVICE
Montgomery County Detention Facility

Population	Summit Food Service, LLC			Kellwell Food Management		
	Option 1	Option 2	Option 3	Option 1	Option 2	Option 3
500-549	1.242	0.948	1.105	2.079	1.217	1.363
550-599	1.181	0.914	1.057	1.973	1.152	1.277
600-649	1.139	0.894	1.025	1.870	1.112	1.228
650-699	1.103	0.876	0.997	1.775	1.079	1.186
700-749	1.067	0.857	0.969	1.698	1.051	1.151
750-799	1.039	0.842	0.947	1.631	1.034	1.120
800-849	1.015	0.831	0.929	1.571	1.012	1.093
850-899	0.997	0.823	0.915	1.519	.993	1.069
900-949	0.979	0.815	0.901	1.473	.976	1.048
950-999	0.963	0.807	0.889	1.431	.961	1.029
Total:	10.725	8.607	9.734	17.02	10.587	11.564
Commission from Specialty Meal Program		10%			30%	

BID RESULTS FOR INVITATION TO BID NO. 52200-19B-010, INMATE FOOD SERVICE
Montgomery County Detention Facility

Population	Trinity Services Group		
	Option 1	Option 2	Option 3
500-549	1.748	1.005	1.384
550-599	1.640	0.965	1.309
600-649	1.555	0.937	1.252
650-699	1.482	0.912	1.204
700-749	1.422	0.892	1.162
750-799	1.369	0.874	1.099
800-849	1.322	0.858	1.069
850-899	1.281	0.844	1.041
900-949	1.244	0.832	1.017
950-999	1.211	0.821	0.995
Total:	14.273	8.941	11.531
Commission from Specialty Meal Program			10%

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52200-19B-010

THIS CONTRACTUAL AGREEMENT made and entered into on the 4th day of March 2019, by and between Kellwell Food Management, Inc. of Beattyville, Kentucky and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Kellwell Food Management, Inc. agrees to furnish Inmate Food Services for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-010 as issued by the Montgomery County Commission on December 6, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, Kellwell Food Management, Inc. submitted its Bid Proposal in response to the Invitation to Bid, a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Kellwell Food Management, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid and the Bid Proposal are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid shall remain firm for the one (1) year period.
3. That the contract will be for option 3 of the invitation to bid; however, Montgomery County Commission reserves the right to elect any option at any time during the term of the contract period.
4. That Kellwell Food Management will provide a specialty meal program at no cost to Montgomery County and 30% commission will be paid to Montgomery County on a monthly basis; however, Montgomery County Commission reserves the right to add or delete the program at any time during the contract period.

5. That Montgomery County Commission and Kellwell Food Management, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
6. That Kellwell Food Management, Inc. shall furnish all management, labor, food, materials and supplies, as well as kitchenware, utensils, etc., necessary to provide for the Montgomery County Detention Facility inmates, including special diets, seven days a week.
7. That Kellwell Food Management, Inc. shall provide three full nutritionally balanced meals (hot breakfast, hot or cold lunch and a hot dinner) each day at regularly scheduled times based on menus contained in the Bid Proposal. Any menu changes shall require the consent of both parties.
8. The Sheriff, or his designee, shall act as the agent of the Montgomery County Detention Facility for the purpose of serving as the Detention Facility's contact person for Kellwell Food Management, Inc., overseeing performance and completion of the contract pursuant to its terms. The Sheriff, or his designee, shall receive, review and process billing from Kellwell Food Management, Inc. and conduct periodic inspections of the food service area and review menus.
9. That Kellwell Food Management, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
10. Kellwell Food Management, Inc. shall agree to indemnify and hold harmless Montgomery County, its agents, servants and employees for any and all claims, actions, lawsuits, damages, judgment or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by Kellwell Food Management, Inc, it being the express understanding of the parties hereto that Kellwell Food Management, Inc. shall provide the actual food service program. Montgomery County shall promptly notify Kellwell Food Management, Inc. of any incident, claim or lawsuit of which Montgomery County becomes aware and shall fully cooperate in the defense of such claim, but Kellwell Food Management, Inc. shall retain sole control of the defense while their action is pending, to the extent allowed by law.
11. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Kellwell Food Management, Inc.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2019.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

January 16, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Tuesday January 22, 2019 in executive session for two separate projects. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



20-1

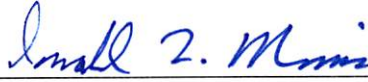
ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
a. Written Declarations are required for these Executive Sessions:		
I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
III. Discussions concerning the negotiations between the body and a group of public employees.		
b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐ 4. Vote to go into Executive Session	Page 20	Section IV (A) 4
a) The vote must be open/public; and		
b) Each member must openly give his/her individual vote.		
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, February 4, 2019, at 4:00 in the afternoon.



Administrator



Chairman