

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

October 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the October 21, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, October 21, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packet is information from President Cheryl Johnson with Leadership Montgomery.

Enclosed in your packet is Cost Estimate from Gleeds and a Report from Weatherford & Day Engineers, Inc., concerning their Perry Street Parking Deck Evaluation.

Enclosed in your packet is a Memorandum regarding an Executive Session concerning Security of Elected Officials.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

1. County Commission Information Session Schedule for October 21, 2019

Items to Consider for the Monday, November 4, 2019 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Amendment 1 to Memorandum of Agreement with Questia Corps LLC regarding Extending the Contract End Date from September 30, 2019 to September 30, 2020 for the BJA FY16 Justice and Mental Health Collaboration Program: Planning and Implementation Grant Award Number 2016-MO-BX-0019, Sheriff's Office

A COUNTY OLDER THAN THE STATE

3. Consider Adoption of Resolution Approving Relocation of Polling Place in Montgomery County Commission District Four Represented by County Commissioner Isaiah Sankey, County Commission
4. Consider Authorization of Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, Youth Facility
5. Consider Authorization of Amendment Number 1 to Contract with Falls Facility Services regarding a One (1) Year Extension, beginning January 1, 2020 and ending on December 31, 2020 and a 5% Price Increase for Janitorial Services, Support Services
6. Consider Authorization of Bid Award to Chappy's Deli regarding Catering of Food Trays, Bid Number 51988-20B-002, County Commission
7. Consider Authorization of Bid Award to Chappy's Deli for Employee Luncheon, Bid Number 51988-19B-033, County Commission

General Information

8. Copy of Architectural Agreement with Barganier Davis Williams Architects Associated (Johnny Raines) regarding Renovation and Expansion of the Flatwood Community Center.
9. Copy of Memorandum from Manager of Public Affairs Hannah Hawk regarding the Chamber's Total Resource Campaign (TCR) concerning Funding for the Chamber 2020 Events and Programs **(Last year, the Commission approved a Budget Change Request in the Amount of \$3,125 for this Campaign)**
10. Copy of Memorandum from Manager of Public Affairs Hannah Hawk regarding Partnering with the City of Montgomery to Employ a Montgomery Counts Coordinator to Maximize Montgomery's Census Participation
11. Copy of Memorandum from Director of Risk Management Holly Leverette requesting to Initiate a Request for Proposal for Medical Claims Repricing Service for the Youth Detention Facility and the Detention Facility for Medical Services Outside of these Facilities.
12. Copy of Emails from Commissioner Singleton regarding Garrett Coliseum
13. Copy of Email from Commissioner Singleton regarding Montgomery Outer Loop B.U.I.L.D. Grant Application
14. Copy of Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019

15. Copy of Letter from Farm Director Caylor Roling and Good Food Day Coordinator Amanda Edwards with E.A.T. South **requesting \$2,000** from each Commissioner for Educational Programs
16. Copy of Letter from Sight Savers America (SSA) **requesting \$11,150** for Program Services
17. Copy of Letter from Director Janette Grantham with VOCAL **requesting \$5,000** for Program Services
18. Copy of Letter from Chairman Robert A. Wagstaff with ACTS-CDC regarding Financial Information. During our last Commission meeting, he made a presentation and Commissioners requested additional information.
19. Copy of Email from Louis C. Cardinal, III, with Thornton Farish Inc., requesting for the Montgomery County Commission to Participate in the Alabama Department of Transportation's Standard & Poor's Hypothetical Credit Evaluation Review of the Alabama Transportation Infrastructure Bank ("Bank") (Act No. 2015-50 as amended by Act No. 2018-290). The review will not affect the current Standard & Poor's credit rating on our outstanding County debt.
20. Copy of Letter from District Attorney Daryl Bailey regarding an Executive Session concerning a Security of Governmental Officials
21. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
22. Copies of Revenue Reports for September 2019 from Tax and Audit Department
23. Copy of Population Report for September 2019 for the Mac Sim Butler Detention Facility

Future Appropriations from Designated Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
• Montgomery Symphony Orchestra – 2019-2020 Funding (Payment Approved after January 1, 2020)	\$ 20,000.00
• Alabama State University – Labor Day Classic (Payment Approved after January 1, 2020)	<u>\$100,000.00</u>
Total - Appropriations for Funding	\$120,000.00

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
OCTOBER 21, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Mayor Todd Strange and City Council President Charles Jinright – Presentation regarding Garrett Coliseum
- 8:20 a.m. Sheriff Derrick Cunningham – Presentation Amendment 1 to Memorandum of Agreement with Questia Corps LLC regarding Extending the Contract End Date from September 30, 2019 to September 30, 2020 for the BJA FY16 Justice and Mental Health Collaboration Program: Planning and Implementation Grant Award Number 2016-MO-BX-0019 (**Future Agenda Item 2**)
- 8:25 a.m. President Cheryl Johnson with Leadership Montgomery – Presentation regarding the Program (**Enclosed in Meeting Packet**)
- 8:30 a.m. Parks & Recreation Director James Williams and General Services Director Lamar Allen – Presentation regarding Flatwood Community Center. *Additional Documents will be presented at Monday's Meeting* (**General Information Item 8**)
- 8:35 a.m. Director of Elections Darryl Parker – Presentation regarding Resolution Approving Relocation of Polling Place in Montgomery County Commission District Four Represented by County Commissioner Isaiah Sankey (**Future Agenda Item 3**)
- 8:40 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:45 a.m. County Engineer George Speake – Update regarding Engineering Department Operations
- 8:50 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding the Chamber's Total Resource Campaign (TCR) concerning Funding for the Chamber 2020 Events and Programs (*Last year, the Commission approved a Budget Change Request in the Amount of \$3,125 for this Campaign*) (**General Information Item 9**) and Partnering with the City of Montgomery to Employ a Montgomery Counts Coordinator to Maximize Montgomery's Census Participation (**General Information Item 10**)
- 8:55 a.m. Chairman David Thomas with the Montgomery Public Schools Middle School Baseball and Softball Project – Presentation requesting Funding for the Project
- 9:00 a.m. Director of Risk Management Holly Leverette – Presentation requesting to Initiate a Request for Proposal for Medical Claims Repricing Service for the Youth Detention Facility and the Detention Facility for Medical Services Outside of these Facilities (**General Information Item 11**)

Information Session Schedule for
October 21, 2019 (Continued)

- 9:05 a.m. Juvenile Detention Director Brandi Alexander – Presentation regarding Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville (**Future Agenda Item 4**)
- 9:10 a.m. Architect Richard Painter with Goodwyn Mills and Cawood, Inc. – Presentation regarding Perry Street Parking Deck Renovation (**Enclosed in Meeting Packet**)
- 9:20 a.m. District Attorney Daryl Bailey – Executive Session regarding Security Matters (**General Information Item 20 and Enclosed in Meeting Packet**)
- 9:30 a.m. Formal Session
- 10:30 a.m. Adjourn

Tammy Nix

From: Regina Walker
Sent: Tuesday, October 15, 2019 11:02 AM
To: Donald Mims
Cc: Tammy Nix; Derrick Cunningham
Subject: Mental Health Grant Evaluator Contract extension
Attachments: FY2019-2020 Questia Corps JMHCP Extension Grant Evaluation- Amendment I_draft.docx

Good morning,

I have attached a copy of the draft contract for the evaluator of our Mental Health Grant. This contract will cover the one-year grant extension period.

Please call 832.1660 with any questions or for further information.

Thank you for your attention to this matter,

Regina

AMENDMENT I
MEMORANDUM OF AGREEMENT
BETWEEN
QUESTIA CORPS LLC
AND
MONTGOMERY COUNTY

Effective October 1, 2019, Questia Corps LLC (Questia Corps), submits this amendment between the Montgomery County Sheriff's Office (Montgomery County) and Questia Corps to extend the contract to provide grant evaluation services during the extension year of the JMHCP 2016 grant. **This agreement changes only the information specified below. All other terms of the agreement remain the same.**

AGREEMENT SCHEDULE AND COSTS

Questia Corps proposes to continue work upon signing of this amendment by both parties, and extend the contract end date from September 30, 2019 to September 30, 2020. Questia Corps will provide services billed at the federally approved hourly rate of \$81.25 for an amount not to exceed \$19,825 plus any CIT classes not to exceed \$2,031.25 per class (details of deliverables and hour breakdown are outlined in the next section). Questia Corps will invoice Montgomery County on a monthly basis. All invoices will be sent to Regina Walker, grant administrator of the JMHCP grant for the Montgomery County Sheriff's Office (reginawalker@mc-ala.org).

Deliverables During the Extension Year with Hours and Cost

- Revise the current Evaluation Plan to replace Diversion Center indicators and outcomes with Crisis Liaison Case Manager indicators and outcomes --**3 hours (\$243.75)**
- Assess the location of data needed to evaluate Crisis Liaison Case Manager indicators and outcomes --**5 hours (\$406.25)**
- Develop data collection instrument(s) to gather necessary data to evaluate Crisis Liaison Case Manager outcomes-- **5 hours (\$406.25)**
- Continue collecting monthly data on the Stepping Up 4 Key Indicators (with integrated data from the Crisis Liaison Case Manager into Indicator #3: Connections to Treatment)
 - --Post-Incarceration Case Management (PICM) data collection is 5 hours per month,
 - Brief Jail Mental Health Screen (BJMHS) data processing is 10 hours per month,
 - County Social Worker/Case Manager data collection is 1 hour per month, and
 - Crisis Liaison data collection is 3 hours per month
 - **Total for all Stepping Up related data collection = 19 hours per month (\$1543.75). This data will be collected for Oct 2019 through August 2020 (11 months) for a total of \$16,981.25.**
- Conduct the Stepping Up Six Questions survey two more times (once in 2019 and once in 2020)-- **3 hours each for 2019 and 2020 for a total of 6 hours (\$487.50)**

- o Participation in monthly technical assistance calls—one hour per month beginning November 2019 through August 2020—**10 hours (\$812.50)**
- o PMT Reporting—3 hours per quarter beginning January 2020 through August 2020, plus one final report in September—**12 hours (\$975.00)**
- o **Optional CIT survey administration and data processing and analysis: 25 hours = \$2,031.25 per CIT class**

Identified Points of Contact

Each of the parties has identified a point of contact for the effort. The point of contact for each is as follows:

Regina Walker, Grant Administrator
Montgomery Co. Sheriff's Office
P.O. Box 4219
Montgomery, AL 36103
reginawalker@mc-ala.org

Linnea Conely, CEO
Questia Corps
1700 Morningside Park Dr
Montgomery, AL 36117
Linnea.Conely@questiacorps.com

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

AGREED:

<Name of person authorized to sign>
<title>
Montgomery County

Date _____

Linnea Conely
CEO
Questia Corps

Date _____

Commissioner Harris made a motion to approve the Proposal from IPT Associates, Inc., to Provide Akamai Technologies, Inc., Cyber Security Services. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Proposal, Agenda Pages 1-1 through 1-4, are attached to these Minutes.

COUNTY COMMISSION – APPROVED PROPOSAL FOR SERVICES – MASTER PLANNING FROM GOODWYN, MILLS AND CAWOOD, INC., REGARDING MASTER PLAN OF PROPOSED COUNTY PARK LOCATED OFF AIRBASE BOULEVARD & TERMINAL ROAD

Commissioner Sankey made a motion to table the Proposal for Services – Master Planning from Goodwyn, Mills and Cawood, Inc., regarding Master Plan of Proposed County Park located off Airbase Boulevard & Terminal Road. Vice Chairman Walker seconded the motion. Commissioner Singleton asked for clarification regarding the Proposal for Services. After discussion, Vice Chairman Walker and Commissioner Sankey voted in favor of the motion to table the Proposal. Chairman Dean, Commissioner Harris, and Commissioner Singleton opposed the motion, and the motion failed. Commissioner Harris made a motion to approve the Proposal for Services – Master Planning from Goodwyn, Mills and Cawood, Inc., regarding Master Plan of Proposed County Park located off Airbase Boulevard & Terminal Road. Chairman Dean passed the gavel to Vice Chairman Walker and seconded the motion. Chairman Dean, Commissioner Harris and Commissioner Singleton voted in favor of the motion. Vice Chairman Walker and Commissioner Sankey opposed the motion and the motion passed. (Copy of Proposal, Agenda Pages 2-1 and 2-2, are attached to these Minutes.

SHERIFF'S OFFICE – APPROVED MEMORANDUM OF AGREEMENT WITH QUESTIA CORPS LLC TO PROVIDE GRANT EVALUATION SERVICES FOR THE BJA FY16 JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM: PLANNING AND IMPLEMENTATION GRANT AWARD NUMBER 2016-MO-BX-0019

Commissioner Harris made a motion to approve the Memorandum of Agreement with Questia Corps LLC to provide grant evaluation services for the BJA FY16 Justice and Mental Health Collaboration Program: Planning and Implementation Grant Award Number 2016-MO-BX-0019. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-6, are attached to these Minutes.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS.

Administrator Mims requested approval of the miscellaneous appropriations included in his memorandum dated May 11, 2017. During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow commissioners concurred:



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

MAY 15 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

May 8, 2017

MEMORANDUM

TO: Mr. Donald Mims
County Administrator

FROM: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

SUBJECT: Mental Health Grant (Evaluator Contract)
GMS Award 2016-MO-BX-0019- \$52,000

I am requesting that the attached Contract Agreement between Questiacorp, LLC and the Montgomery County Commission be placed on the agenda for the May 15, 2017 County Commission meeting. After the agreements are approved and signed, please notify me.

If you have any questions, please do not hesitate to contact me, 832-1660 or 313-7216.

RW/dc

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 334.265.0000

**MEMORANDUM OF AGREEMENT
BETWEEN
QUESTIA CORPS LLC
AND
MONTGOMERY COUNTY**

In response to Montgomery County's identified need for grant evaluation services for the BJA FY 16 Justice and Mental Health Collaboration Program: Planning and Implementation Grant Award Number 2016-MO-BX-0019, Questia Corps LLC 1700 Morningside Park Drive, Montgomery, AL 36117 (hereinafter referred to as Questia Corps), and Montgomery County Commission, 101 South Lawrence Street, Montgomery, AL 36104, have entered into this Agreement for the provision of such professional services.

WHEREAS, Montgomery County has identified needs for professional services; and

WHEREAS, Montgomery County and Questia Corps have statutory authority to enter into an agreement with any person, organization or group;

NOW, THEREFORE, Montgomery County and Questia Corps, intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

SCOPE OF SERVICES

Questia Corps shall provide grant evaluation services per the specifications of the GRANT outlined below.

Task	Cost
Evaluation Design and Set-up (includes finalizing the evaluation plan for the project, finalizing program outcomes with the task forces, collecting baseline data, designing data collection instruments, training staff on use of data collection instruments, and design of data reporting dashboard)	\$12,000
Quarterly Reporting (includes preparing all information required to submit for quarterly reports for the duration of the grant)	\$6,000
Monthly Data Collection and Analysis (includes collecting all required data from the approved data sources; cleaning and preparing the data for analysis; and	\$31,500

Task	Cost
analysis with the task forces for the duration of the grant)	
Final Report (includes preparing all information required for the final report)	\$2,500
Total Amount for Evaluation Services	\$52,000

Summary of Actual Deliverables

- ☐ Evaluation Plan with finalized program outcomes
- ☐ Monthly data collection, analysis, and reporting
- ☐ Data for quarterly and final reports

AGREEMENT SCHEDULE AND COSTS

Questia Corps proposes to begin work on April 1, 2017 and conclude the project on September 30, 2019.

Questia Corps will provide said services for an amount not to exceed \$52,000 to be invoiced on the 15th of each month and payable on the last day of each month. The amount invoiced each month will be based on actual hours worked by Questia Corps staff and its subcontractors at the rates listed below:

Senior Consultant: \$125 per hour
 Consultant: \$100 per hour

This payment schedule shall commence on April 15, 2017 and conclude on September 30, 2019. All invoices will be sent to, Montgomery County Sheriff's Office, attn.: Regina Walker, 115 South Perry Street, 334.832.1660, reginawalker@mc-ala.org. Montgomery County is the funding source for this Agreement.

IDENTIFIED POINTS OF CONTACT

Each of the parties has identified a point of contact for the effort. The point of contact for each is as follows:

Regina Walker
 Montgomery County Sheriff's Office
 115 South Perry Street
 Montgomery, AL 36104
Reginawalker@mc-ala.org

Linnea Conely, CEO
 Questia Corps
 1700 Morningside Park Dr
 Montgomery, AL 36117
linnea.conely@questiacorps.com

Should a party change its identified point of contact, it must notify the other party of this change in writing within 30 days.

ASSUMPTIONS

In formulating this Agreement, Questia Corps staff made specific assumptions. These assumptions include:

1. This Agreement encompasses all aspects of the work to be performed and deliverables to be produced. Any litigation-related work, such as the production of courtroom materials and courtroom testimony including preparation for testifying, are not covered under this Agreement.
2. Montgomery County will be responsible for assisting in the identification of contact people and will authorize and provide assistance to Questia Corps in arranging appointments (i.e., scheduling times, locations, meeting space, etc.) with stakeholders as needed to complete this project.
3. Montgomery County will inform its stakeholders of the project, its purpose, and the role of Questia Corps in the project.

TERMINATION

This Agreement shall be governed by the laws of the State of Alabama.

This Agreement is terminable at will by either party upon 30 days written notice.

In the event of termination, all work products developed during the course of the agreement by, for and on behalf of Montgomery County is the property of Montgomery County and will be returned to Montgomery County within 30 days of receipt of notice of cancellation.

Questia Corps will cease performance of any work upon the receipt of notification of cancellation and all costs incurred prior to the issuance and receipt of that notice of cancellation shall be paid by Montgomery County.

Questia Corps acknowledges and understands that this Agreement is not effective until it has been executed by Montgomery County and Questia Corps shall not begin performing work under this Agreement until requested to do so, in writing, by Montgomery County. Questia Corps is entitled to no compensation for work performed prior to the effective date of this Agreement.

INDEMNIFICATION AND HOLD HARMLESS.

Questia Corps agrees to indemnify and to hold harmless Montgomery County against all and any loss, liability, claim, damage, expense, including reasonable attorney's fees and expenses, which may be incurred as a result of services provided under this agreement

DISPUTE RESOLUTION

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

IMMIGRATION LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

Questia Corps and Montgomery County agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Hotel agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Questia Corps and Montgomery County agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Montgomery

County, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

Questia Corps and Montgomery County agree to abide by the requirements of 41 CFR subsection 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

FORCE MAJEURE

Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by any party to this Agreement (Montgomery County or Questia Corps) is prevented due to acts of God, any government restriction, wars, hostilities, civil disturbances, revolutions, strikes (except those involving the employees or agents of the party seeking the protection of this clause), terrorist attacks, lockouts, or any other cause beyond the reasonable control of any party, then such party shall not be responsible to the other parties for failure or delay in performance of its obligations under this Agreement. The terms of this clause shall not exempt, but merely suspend, any party from its duty to perform the obligations under this Agreement as soon as practicable after a force majeure condition ceases to exist.

ENTIRETY OF AGREEMENT

It is understood and agreed that all terms and conditions are herein included. No oral agreements of any kind shall be binding or recognized. This contract may be amended by written agreement only.

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

Elton N. Dean, Sr.
Chairman
Montgomery County Commission

Date: _____

Linnea Conely
CEO
Questia Corps

Date: _____

MEMORANDUM

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

Subject: Resolution with Approval of relocation of Polling Place 413 located at Wares Ferry Elementary School to Passions Church Montgomery in Montgomery County Commission District Four Represented by County Commissioner Isaiah Sankey.

The purpose of this memorandum is to facilitate the relocation of voting precinct 413 in County Commission District Four from its current location at Wares Ferry Road Elementary School, 6425 Wares Ferry Road, Montgomery, Alabama; and move precinct 413 to Passion Church Montgomery, 6825 Wares Ferry Rd., Montgomery, Alabama.

This move will expedite the cessation of election related activities at the Wares Ferry Road elementary school. This move will result in a precinct that is wheelchair accessible. This will make the precinct more convenient to voters by reducing parking congestion and will allow more space for voters and equipment. The precinct will be more accessible for voters because it is located away from the school and is easier to provide direct security for. The Church is centrally located and allows for more available parking in a private parking area provided by the Passion Church. Passion Church is centrally located within County Commission District Four. County Commission District One is represented by County Commissioner Isaiah Sankey.

The Election Center is requesting that the Montgomery County Commission expeditiously approve this move and provide a resolution authorizing this proposed move.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT FOUR
REPRESENTED BY
COUNTY COMMISSIONER ISAIAH SANKEY**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, the polling place of Precinct 413 located at Wares Ferry Road Elementary School, 6425 Wares Ferry Rd, Montgomery, AL 36117 needs to be relocated per the request of The Montgomery County Commission. Passion Church Montgomery has agreed to become the new polling location for Precinct 413 in their church located at 6825 Wares Ferry Road, Montgomery, AL 36117.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 413 from 6425 Wares Ferry Road, effective November 13, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 7th of November 2019.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

Tammy Nix

From: Darryl Parker
Sent: Friday, October 4, 2019 11:20 AM
To: Donald Mims; Tammy Nix; Tammy Nix
Cc: Octavius Jackson; Jamyla Philyaw; Marjorie Smith; Karen Barker; Christopher Turner
Subject: Amended Resolution Effective date for Polling location change at Wares Ferry Road Elementary School
Attachments: RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN.docx

Donnie,

The Resolution for changing the Wares Ferry Elementary School location has been updated to include the correct "Effective Date"!

The effective date needs to be after the November 12, 2019 District 74 Special Election between Charlotte Meadows and Rayford Mack.

The reason is so that voters are not confused and thinking that the Polling Location has changed "prior" to the November 12, election.

I have changed the language on the Resolution to reflect the Effective Date of November 13, 2019.

Darryl Parker
Director Elections
Montgomery Election Center
Office of Probate Judge Steven L. Reed
125 Washington Ave.
Montgomery, AL 36104
(334)832-7169 Office
(334)832-7131 Fax
DarrylParker@mc-ala.org

Juvenile Detention

Memo

To: Donnie Mims, County Administrator
From: Brandi K. Alexander, Juvenile Detention Director *BKA*
cc: Florence Cauthen, Deputy County Administrator
Date: 10/16/2019
Re: Juvenile Bed Contracts

Please place the following juvenile bed contracts from Autauga County, City of Prattville, Butler County, Chilton County, Elmore County, and Monroe County on the next future agenda meeting date. These are the counties that we house additional juveniles to be considered a regional detention facility. Please contact me if you have any further questions. Thank you.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its County Commission on the 27th day of August, 2019.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY

Scott Kramer
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

RESOLUTION

[To Authorize the Mayor to Enter into an Agreement with Montgomery County to Guarantee One (1) Bed Space for Juvenile Offenders at the Montgomery County Youth Facility at a Cost Not to Exceed \$20,000.00 Per Year.]

WHEREAS, Montgomery County operates the Montgomery County Youth Facility; and

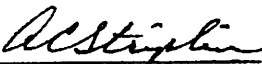
WHEREAS, the City of Prattville has a need to utilize said youth facility; and

WHEREAS, Montgomery County will guarantee one (1) bed space for juvenile offenders for the City of Prattville at the Montgomery County Youth Facility at a cost not to exceed \$20,000.00 per year.

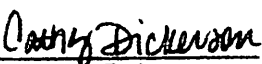
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prattville that funds in the amount of \$20,000.00 per year are hereby authorized and approved to be paid to Montgomery County for the guarantee of one (1) bed space at the Montgomery County Youth Facility and said funds are approved and appropriated from FY2020 Budget Line Item Police/Misc. Contract Services.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any and all documents necessary to enter into a contract with Montgomery County for use of the youth detention facility for a one-year period.

ADOPTED THIS 17TH DAY OF SEPTEMBER, 2019.


By: Albert Striplin, President
Prattville City Council

AUTHENTICATED THIS 17TH DAY OF SEPTEMBER, 2019.


By: Cathy Dickerson
City Clerk

APPROVED:


By: Bill Gillespie, Jr.
Mayor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the Mayor of its Municipality on the 20th day of September, 2019.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson
ADMINISTRATOR/CLERK
TREASURER

Bill Hill
CHAIRMAN
Mayor

JOEY PEAVY
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS MCCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1
JESSE F. MCWILLIAMS, III, DISTRICT 2
FRANK A. HICKMAN, DISTRICT 3
ALLIN WHITTLE, DISTRICT 4
DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

202 PATSALIGA ST
P.O. BOX 756
GREENVILLE, ALABAMA 36037
(334) 382-3612 Phone (334) 382-3506 Fax
e-mail butlercc@butlercoal.us
www.butlercountyal.com

September 15, 2019

Ms. Brandy Alexander
Juvenile Detention Center Director
1111 Airbase Blvd.
Montgomery, AL 36108

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2019-2020. The Agreement was passed by unanimous vote of the Butler County Commission Tuesday, September 10, 2019 and signed by Joey Peavy, Chairman of the Butler County Commission.

Please forward a fully executed copy back to me once the Chairman of the Montgomery County Commission has approved and signed.

Should you have questions or require anything further, please do not hesitate to call me.

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

4-9

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County on the 10 day of September, 2019.

ATTEST

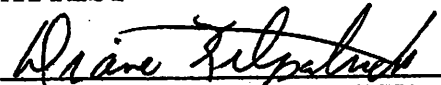
MONTGOMERY COUNTY

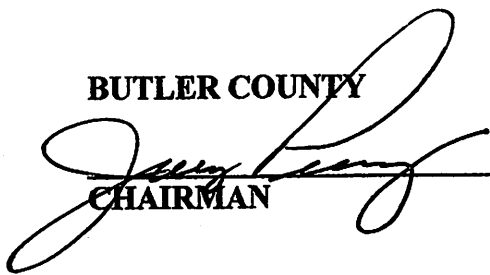
ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

- case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
 10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
 11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

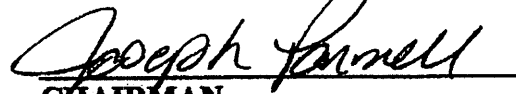
CHAIRMAN

ATTEST

CHILTON COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

State of Alabama

KAY IVEY
GOVERNOR



STEVEN P. LAFRENIERE
EXECUTIVE DIRECTOR

Post Office Box 66
Mt. Meigs, Alabama 36057

August 28, 2019

To: Juvenile Court Judge
Chief Probation Officer

From: LeTonya Bowman

Re: Long Term Detention Subsidy Contract

Please find enclosed your long term detention subsidy contract for FY 2020. Please complete the form by choosing a detention center and have the form signed by the Chairman of the County Commission. The form should then be returned to me at the address listed below:

LeTonya Bowman
Department of Youth Services
P. O. Box 66
Mt. Meigs, AL 36057

Thank you for your assistance in this matter and if you need any additional information please contact me at (334) 215-3839.



ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Elmore County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Elmore County for the period October 1, 2019 through September 30, 2020.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County



Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

ATTEST

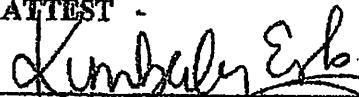
MONTGOMERY COUNTY

ADMINISTRATOR

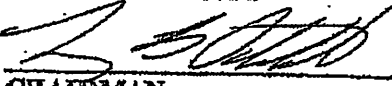
CHAIRMAN

ATTEST

ELMORE COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Samuel H. King
CHAIRMAN

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer IL 

DATE: October 15, 2019

RE: Contract No. 51901-19B-007
Janitorial Services

I request that the attached Amendment No. 1 to Falls Facility Services, Inc. contract for janitorial services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 1, 2020 and ending on December 31, 2020.

Falls Facility Services, Inc. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator and Lamar Allen, General Services Director.

Attachment

.

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

Amendment
To
Contract # 51901-19B-007

Amendment No. 1

Contract with Falls Facility Services Inc. for janitorial services, is hereby extended for one (1) year beginning January 1, 2020 and ending December 31, 2020.

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

All other provisions of the contract will remain the same.

WITNESS:

FALLS FACILITY SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: October 15, 2019

RE: Invitation to Bid No. 51988-20B-002
Catering of Food Trays

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Chappy's Deli in the amount of \$2,389.40 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-20B-002				CHAPPY'S DELI 3815 INTERSTATE CT. MONTGOMERY, AL 36109 MINORITY BUSINESS OWNED YES X NO									
DATE ISSUED: OCTOBER 2, 2019													
DATE OPENED: OCTOBER 15, 2019													
CATERING OF FOOD TRAYS													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BREAKFAST												
	SANDWICH TRAY												
	SMALL	EA	1	\$31.50	\$31.50								
	MEDIUM	EA	1	\$58.95	\$58.95								
	LARGE	EA	1	\$69.95	\$69.95								
2	MINI CROISSANTS												
	SMALL	EA	1	\$39.95	\$39.95								
	MEDIUM	EA	1	\$72.95	\$72.95								
	LARGE	EA	1	\$99.95	\$99.95								
3	BISCUIT TRAY												
	SMALL	EA	1	\$40.95	\$40.95								
	MEDIUM	EA	1	\$60.50	\$60.50								
	LARGE		1	\$79.95	\$79.95								
4	SCRAMBLED EGGS,												
	GRITS, BACON,	EA	1	\$46.50	\$46.50								
	& BISCUITS												
	SERVED BUFFET STYLE												

6-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-20B-002				CHAPPY'S DELI 3815 INTERSTATE CT. MONTGOMERY, AL 36109 MINORITY BUSINESS OWNED YES X NO									
DATE ISSUED: OCTOBER 2, 2019													
DATE OPENED: OCTOBER 15, 2019													
CATERING OF FOOD TRAYS													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
5	CHEESE GRITS	EA	1	\$7.00	\$7.00								
6	PLAIN GRITS	EA	1	\$2.50	\$2.50								
7	TRAY OF SWEET ROLLS/MUFFINS												
	SMALL	EA	1	\$27.25	\$27.25								
	MEDIUM	EA	1	\$48.25	\$48.25								
	LARGE	EA	1	\$60.85	\$60.85								
8	CHICKEN FINGER TRAY												
	SMALL	EA	1	\$40.95	\$40.95								
	MEDIUM	EA	1	\$67.95	\$67.95								
	LARGE	EA	1	\$94.95	\$94.95								
9	DOUBLE DECKER												
	SMALL	EA	1	\$56.95	\$56.95								
	MEDIUM	EA	1	\$74.95	\$74.95								
	LARGE	EA	1	\$112.20	\$112.20								
10	CLUB BOX MEAL	EA	1	\$9.75	\$9.75								
11	CHICKEN BOX MEAL	EA	1	\$9.40	\$9.40								

6-3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-20B-002				CHAPPY'S DELI 3815 INTERSTATE CT. MONTGOMERY, AL 36109 MINORITY BUSINESS OWNED YES X NO									
DATE ISSUED: OCTOBER 2, 2019													
DATE OPENED: OCTOBER 15, 2019													
CATERING OF FOOD TRAYS													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
12	FRUIT TRAY												
	SMALL	EA	1	\$50.90	\$50.90								
	STANDARD	EA	1	\$69.90	\$69.90								
	LARGE	EA	1	\$91.85	\$91.85								
13	FRUIT & CHEESE TRAY												
	SMALL	EA	1	\$50.90	\$50.90								
	STANDARD	EA	1	\$69.90	\$69.90								
	LARGE	EA	1	\$91.85	\$91.85								
14	VEGGIE TRAY												
	SMALL	EA	1	\$33.95	\$33.95								
	STANDARD	EA	1	\$46.95	\$46.95								
	LARGE	EA	1	\$64.95	\$64.95								
15	CHICKEN SALAD & PIMENTO CHEESE SANDWICH TRAY												
	SMALL	EA	1	\$39.50	\$39.50								
	STANDRAD	EA	1	\$59.95	\$59.95								
	LARGE	EA	1	\$83.95	\$83.95								

Notes:

h-9
6-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-20B-002				CHAPPY'S DELI 3815 INTERSTATE CT. MONTGOMERY, AL 36109 MINORITY BUSINESS OWNED YES X NO									
DATE ISSUED: OCTOBER 2, 2019													
DATE OPENED: OCTOBER 15, 2019													
CATERING OF FOOD TRAYS													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
16	CHEESE STRAWS												
	SMALL	EA	1	\$19.95	\$19.95								
	STANDARD	EA	1	\$32.95	\$32.95								
	LARGE	EA	1	\$43.95	\$43.95								
17	CHEX MIX												
	SMALL	EA	1	\$27.95	\$27.95								
	STANDARD	EA	1	\$41.25	\$41.25								
	LARGE	EA	1	\$54.75	\$54.75								
18	BITE-SIZE COOKIE TRAY												
	SMALL	EA	1	\$47.50	\$47.50								
	STANDARD	EA	1	\$57.00	\$57.00								
	LARGE	EA	1	\$85.50	\$85.50								
19	SALAD BOX	EA	1	\$9.95	\$9.95								
TOTAL BID AMOUNTS					\$2,389.40								

Notes:

5-9 60 vendors were notified

CONTRACTUAL AGREEMENT

This Contractual Agreement made and entered into on the 21st day of November, 2019, between Chappy's Deli of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Chappy's Deli agrees to furnish catering of food trays for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51988-20B-002 as issued by Montgomery County Commission on October 2, 2019 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Chappy's Deli 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 Chappy's Deli will provide catering of food trays for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51988-20B-002.
3. That the Contract will begin on November 21, 2019 and will end on November 20, 2020, with the option to renew for two (2) years, in one year periods.
4. 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.
5. That Montgomery County Commission and Chappy's Deli reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
6. That purchase orders will be issued to Chappy's Deli by Montgomery County Commission, as food trays are provided.
7. That Chappy's Deli shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid

8. Chappy's Deli 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 Chappy's Deli, 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 Chappy's Deli, its employees, agents and officers. Chappy's Deli agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Chappy's Deli also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Chappy's Deli.
10. 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 21st day of November, 2019.

WITNESS:

CHAPPY'S DELI

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: October 15, 2019

RE: Invitation to Bid No. 51988-19B-033
Employee Luncheon

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, Chappy's Deli in the amount of \$6,294.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Florence Cauthen, Deputy Administrator.

Attachment

•

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 51988-19B-033					Chappy's Deli Attn: David Barranco 3815 Interstate Court Ste. 102B Montgomery, AL 36109 (334) 277-6590 Business Minority Owned Yes X No									
ISSUED: October 2, 2019														
BID OPENING: October 15, 2019														
COUNTY COMMISSION														
TERMS OF PAYMENT / DISCOUNT:														
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	
	EMPLOYEE	EA	600	\$10.49	\$6,294.00									
	LUNCHEON													
TOTAL BID AMOUNTS						\$6,294.00								

Notes:
 60 vendors were notified

CONTRACTUAL AGREEMENT

This Contractual Agreement made and entered into on the 21st day of November, 2019, between Chappy's Deli of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Chappy's Deli agrees to furnish catering of Employee Luncheons for Montgomery County Commission in accordance with all provisions of Invitation to Bid No. 51988-19B-033 as issued by Montgomery County Commission on September 26, 2019 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That Chappy's Deli will provide catering of employee luncheons for Montgomery County Commission at prices submitted in their response to Invitation to Bid No. 51988-19B-033.
3. That the Contract will begin on November 21, 2019 and will end on November 20, 2020, with the option to renew for two (2) years, in one year periods.
4. 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.
5. That Montgomery County Commission and Chappy's Deli reserves the right to cancel this Contract at any time during the contract period, providing either party gives a sixty (60) day written notice.
6. That purchase orders will be issued to Chappy's Deli by Montgomery County Commission, as luncheons are provided.
7. That Chappy's Deli shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.

8. Chappy's Deli 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 Chappy's Deli, 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 Chappy's Deli, its employees, agents and officers. Chappy's Deli agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Chappy's Deli also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
9. 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 meditation 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 meditation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any dispute 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 Chappy's Deli.
10. 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 21st day of November, 2019.

WITNESS:

CHAPPY'S DELI

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

October 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Architectural Agreement regarding Flatwood Community Center

At our last meeting, Parks & Recreation Director James Williams presented an Architectural Agreement with Barganier Davis Williams Architects Associated regarding renovation and expansion of the Flatwood Community Center. The topic was discussed and the Commission requested additional information.

We are still working on the answers and plan to have a presentation at Monday's meeting.

Attached is the proposed Agreement with Barganier Davis Williams Architects Associated

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

AIA® Document B105™ – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 2nd day of October in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

and the Architect:
(Name, legal status, address and other information)

Barganier Davis Williams Architects Associated
624 South McDonough Street
Montgomery, Alabama 36104
334-834-2038

for the following Project:
(Name, location and detailed description)

An Addition and Renovations to the Flatwood Community Center
360 Williams Drive
Montgomery, Alabama 36110

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

8-2

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

See attached "Attachment 'A'"

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

8-3

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

See Exhibit B (1) and B (2)

The Owner shall pay the Architect an initial payment of Zero (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Six (6) days after the invoice date shall bear interest from the date payment is due at the rate of Seven percent (7 %) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

ARTICLE 8 CLAIMS AND DISPUTES

See Attachment 'C'

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

8-4

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

8-5

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.4 Other-Dispute Resolution Processes

§ 8.4.1 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 in 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 either party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any dispute not resolved by mediation shall be decided in the Circuit Court of Montgomery, Alabama, governed by the laws of the State of Alabama.

This Agreement entered into as of the day and year first written above

OWNER (Signature)

Elton N. Dean, Sr. Chairman
(Printed name and title)

ARCHITECT (Signature)

Dart Davis Principal
(Printed name, title, and license number, if required)

PROJECT MANAGER/ARCHITECT

Johnny Raines, III, AIA, Project Architect

Attachment A

**RE: Architectural Services
For an Addition and Renovations to the
Flatwood Community Center for the
Montgomery County Commission**

PROJECT SUMMARIES

Barganier Davis Williams Architects Associated (BDW) will be providing architectural services the addition and renovations to the Flatwood Community Center.

The Project:

**RE: An Addition and Renovation to the
Flatwood Community Center for the
360 Williams Drive
Montgomery, Alabama**

The existing Flatwood Community Center is proposing a 2,800 to 3,000 square foot addition along with some selective renovations. The proposed addition will be on the rear of the existing community center. The construction of the new addition will adhere to the required energy standards.

The addition will consist of a new kitchen (residential type appliances) with servery, an assembly space to accommodate 160 to 180 occupants, new restrooms to support the assembly, two small meeting rooms/classrooms, new heating/cooling system and storage space(s). The proposed renovations will consist of updating the existing restrooms and the adjacent spaces where the addition will occur.

The exterior will be either concrete block to match the existing structure and/or painted composite boards. The roof and fascia will match and/or complement the existing elevation of the building.

The owner's preliminary construction budget is approximately \$ 500,000.00.

BDW BASIC ARCHITECTURAL SERVICES FEE SCHEDULE – NEW CONSTRUCTION

Cost of Construction			Percentage of Architectural Fee
\$ 300,001	to	\$ 400,000	7.9%
\$ 400,001	to	\$ 500,000	7.8%

NOTES:

1. The Fee Schedule does not include cost for reimbursable expenses. Compensation for Basic Services is based on a percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent	(15%)
Design Development Phase	Fifteen	percent	(15%)
Construction Documents Phase	Forty Five	percent	(45%)
Bidding or Negotiations Phase	Five	percent	(5%)
Construction Phase	Twenty	percent	(20%)
TOTAL BASIC COMPENSATION	One Hundred	Percent	(100%)

PROJECT TEAM

Owner

Montgomery County Commission
101 S Lawrence Street
Montgomery, AL 36102
(334) 832-1210

Architect

Johnny Raines & Dart Davis
Barganier Davis Williams Architects Associated
624 So. McDonough Street
Montgomery, AL 36104
(334) 834-2038

Civil Engineer, (Architect's Consultant)

Steve Martin Engineering
2251 Gilmer Avenue
Tallassee, AL 36078

Mechanical, Electrical & Plumbing, (Architect's Consultant)

Zgouvas Eiring and Associates
800 South McDonough Street
Montgomery, AL 36104

Structural Engineer, (Architect's Consultant)

Rebecca Ann Seals
P. O. Box 420092
Eclectic, AL 36024

Electrical Engineer, (Architect's Consultant)

Kenny Gunn and Associates
3102 Hwy. 14
Millbrook, AL 36054

PROJECT PROCUREMENT METHOD

The project will be advertised for bid. The Architect/Owner may choose to pre-qualify bidders.

Attachment B (1)

Standard Project Development Costs 9-26-2019 Estimate 1

**Re: Flatwood Community Center
Addition and Renovations
Montgomery, Alabama**

A.	Professional Fees (7.8% x \$ 448,000)	\$ 34,944
	(Architectural, Mechanical, Plumbing, Electrical, Structural and Civil)	
	(2,800 S F x \$ 160.00/SF = \$ 448,000.00)	
B.	Owner Supplied Estimated Fees	
	1. Land Survey Fee	\$ 2,500
	2. Geotech/soil borings Fee	\$ 2,500
C.	Miscellaneous Site Project Cost	
	a. Landscape Planting	\$ TBD
	b. Landscape Irrigation	\$ TBD
	c. Site Fencing	\$ TBD
	d. Septic Design	\$ TBD
D.	Total Estimated Project Cost	
	a. Estimated construction cost	\$ 448,000
	b. Professional Fees	\$ 34,944
	c. Owner supplied Fees	<u>\$ 5,000</u>
	Estimated Total Cost	\$ 487,944

Other Possible Development Costs

1. Additional property insurance during construction
2. Temporary utilities during construction (water & power paid by owner)

Attachment B (2)

Standard Project Development Costs 9-26-2019 Estimate 2

**Re: Flatwood Community Center
Addition and Renovations
Montgomery, Alabama**

A. Professional A/E Fees (7.8% x \$ 465,000)	\$ 36,270
(Architectural, Mechanical, Plumbing, Electrical, Structural and Civil)	
(3,000 S F x \$ 155.00/SF = \$ 465,000.00)	
B. Owner Supplied Estimated Fees	
1. Land Survey Fee	\$ 2,500
2. Geotech/soil borings Fee	\$ 2,500
C. Miscellaneous Site Project Cost	
a. Landscape Planting	\$ TBD
b. Landscape Irrigation	\$ TBD
c. Site Fencing	\$ TBD
d. Septic Design	\$ TBD
D. Total Estimated Project Cost	
a. Estimated construction cost	\$ 465,000
b. Professional Fees	\$ 36,270
c. Owner supplied Fees	<u>\$ 5,000</u>
Estimated Total Cost	\$ 506,270

Other Possible Development Costs

1. Additional property insurance during construction
2. Temporary utilities during construction (water & power paid by owner)

ATTACHMENT 'C'

MISCELLANEOUS PROVISIONS

12.6 Supplement to Article 10, Miscellaneous Provisions.

- 10.9 There shall be no reduction in fee for actual services provided due to deductive Change Order items or deductive Alternates.
- 10.10 If a Change Order is generated, as a result of an error or omission by the Architect, there will be no cost to the Owner for A/E fees.
- 10.11 Project Betterment
If, due to the Architect's error, any required item or component of the project is omitted from the Architect's construction documents, the Architect shall not be responsible for paying the actual cost to add such item or component to the extent that such item or component would have been otherwise necessary for the project or otherwise adds value or betterment to the project. If due to Architect's error, the Architect will be responsible for added cost due to demolition, corrective or other rework and on upcharges for out of sequence work.
- 10.12 Consequential Damages
Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Owner or the Architect, their employees, agents, subconsultants or subcontractors. Consequential damages include but are not limited to loss of use and loss of profit.
- 10.13 Indemnification
Owner agrees to indemnify, hold harmless and defend the Architect and its Consultants from and against each and every claim made against Architect for loss of business, damages, equitable remedies, penalties, litigation expenses, attorney fees and insurance deductibles, or any combination thereof, brought against the Architect by reason of Architect's participation with the Project (as opposed to a claim based on Architect's own negligence, errors or omissions) and arising out of interruption of public utilities, closing of public streets, and/or any injury to or destruction of tangible property, including the loss of use resulting from construction activities in and around the Project and other areas that must remain in use during the construction period. It is agreed and understood that the Owner, through itself and/or its Construction Manager, is responsible for providing access to restricted areas and for ensuring the proper and timely interruption and closing of public streets, as applicable. The Architect shall remain liable, however, for any claims brought against Architect, Owner, or others based upon Architect's performance under this Agreement or in connection with this Project.
- 10.14 Hold Harmless
The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgements, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.



BARGDAV-02

MSUMMERLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, Inc. 210 Commerce St. Montgomery, AL 36104	CONTACT NAME:	
	PHONE (A/C, No, Ext): (334) 263-5535	FAX (A/C, No): (334) 264-3375
INSURED Barganier Davis Williams Architects Associated 624 S. McDonough Street Montgomery, AL 36104	E-MAIL ADDRESS: info@starkeagency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Cincinnati Insurance Company	
	INSURER B : Safety National Casualty	
	INSURER C : Alabama Retail Comp	
	INSURER D : U S Specialty Insurance Co	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0280614	10/26/2018	10/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			ECP0280614	10/26/2018	10/26/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N ☒ Y If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRE4004287	1/1/2019	1/1/2020	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Worker's Comp			4000307	1/1/2019	1/1/2020	Statutory
D	Professional Liab			USS 18-29199	11/10/2018	11/10/2019	Professional Liab 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Montgomery County Board of Commissioners
530 S. Lawrence Street
Montgomery, AL 36104

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, October 17, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Chamber's Total Resource Campaign

The Chamber's Total Resource Campaign (TRC) raises money to help fund Chamber 2020 events and programs. The Campaign is currently underway. In years past, Montgomery County Commission has participated in sponsoring such events at the Diversity Summit, Military Appreciation Week, Military Appreciation Day at the Zoo, and Military Salute at Riverwalk Stadium. Sponsorship for 2019 was as follows:

- Gold Sponsor (\$750) – Military Appreciation Week
- Silver Sponsor (\$1,000) – Military Appreciation Day at the Zoo
- Dinner Sponsor (\$2,750/ split with city) – Military Salute at Riverwalk Stadium.

There was not a Diversity Summit in 2019 as this event will only take place every other year. Currently for 2020 events, there are 12 available silver sponsorships (\$2,500) for Diversity Summit, one gold sponsorship (\$1,000) for Appreciation Week, six silver sponsorships (\$1,250) for Appreciation Day at the Zoo, and one gold (\$1,000) & one silver (\$500) sponsorships for Military Salute at Riverwalk Stadium.

Last year, the Commission waived rules to approve a budget change for \$3,125.00 for the TRC.

Diversity Summit

Enhance your brand and the success of your business by setting an example and leading the charge on diversity and inclusion.



DESCRIPTION

Embracing diversity is essential to the vibrant future of talent recruitment and retention for Montgomery and the River Region. Hundreds of local business leaders attend this highly anticipated event featuring high-profile, dynamic speakers from across the country, and offering an intense one-day schedule full of diversity and inclusion training that is crucial to any business model, and size.

WHO ATTENDS

Business and community leaders

DATE

September 22, 2020

BENEFITS OF SPONSORING

Presenting Sponsor: \$10,000 - 1 available

- Receives top billing in promotions including the event ad, save the date announcement and the calendar of events page in the *Montgomery Business Journal*, a logo/link on the event registration page on montgomerychamber.com and the Bi-Weekly Chamber and Bi-Weekly Event e-newsletters. Individual event signage, along with recognition in the most prominent position in the program. A company representative seated on dais and recognized at the luncheon, plus 10 Summit registrations, a table at the luncheon with signage on the front row center aisle, and a Presenting Sponsor ribbon on name badges. Presenting sponsor also receives an enhanced listing on the Chamber's online directory.

Reception Host: \$7,000 - 1 available

- Receives recognition in promotions including a logo/link on the event registration page on montgomerychamber.com and the Bi-Weekly Event e-newsletter. Individual event signage at reception, along with recognition in secondary position in the program. 10 Diversity Summit registrations, plus a table at the luncheon with signage on the front row, and Reception Sponsor ribbon on name badges.

Gold Sponsor: \$5,000 - 5 available

- Receives recognition in promotions including event registration page on montgomerychamber.com. Shared event signage with logo (all Gold Sponsors), plus recognition in the program. 10 Summit registrations, premium table at luncheon with signage, and Gold Sponsor ribbon on name badges.

Diversity Summit

BENEFITS OF SPONSORING CONT.

Silver Sponsor: \$2,500 - 15 available

- Receives recognition in promotions including event registration page on montgomerychamber.com. Shared event signage with logo (all Silver Sponsors), plus recognition in the program. 8 Summit registrations, premium table at luncheon with signage and Silver Sponsor ribbon on name badges.

Small Business Diversity Workshop Sponsor: \$1,750 - 2 available

- Receives recognition in promotions including event registration page on montgomerychamber.com. Individual event signage at Workshop, plus 8 Diversity Summit registrations to include a reserved table at the luncheon with signage, and Workshop Sponsor ribbon on name badges.

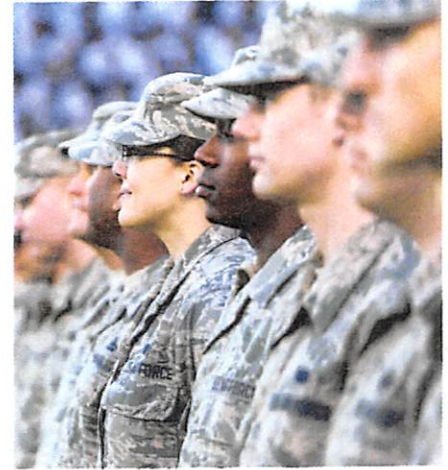
Diversity Partner: \$775 - 15 available

- Receives recognition in program, plus 8 Diversity Summit registrations, table at luncheon with signage and Diversity Partner ribbon on name badges. **NOTE: After TRC, if tables are available, they will be sold at a significantly higher price.**

Military Appreciation Week

Freedom Isn't Free

Associate your brand and gain maximum exposure for your business through this targeted media campaign.



DESCRIPTION

Every year, River Region businesses join in a public display of support for the Military, both active duty and retired. Held in conjunction with Veterans Day, "Freedom Isn't Free" is a regional media campaign that promotes special offers and discounts for military personnel and their families.

DATE

November 2020

BENEFITS OF SPONSORING

Presenting Sponsor: \$3,000 - 1 available

- Receives recognition on the "Freedom Isn't Free" billboards, attends the signing of the Military Proclamation with the River Region Mayors and top military leaders. Receives top billing in all promotions, including the calendar of events page in the *Montgomery Business Journal*, recognition in the Monthly Chamber and Bi-Monthly Event enewsletters, a logo/link on the event registration page on montgomerychamber.com, and event signage. Receives recognition on the *Montgomery Advertiser* ad, and the "Freedom Isn't Free" page on montgomerychamber.com. Presenting sponsor also receives an enhanced listing on the Chamber's online directory.

Gold Sponsor: \$1,000 - 5 available

- Receives name recognition on the *Montgomery Advertiser* ad and the "Freedom Isn't Free" page on montgomerychamber.com. Attends the signing of the Military Proclamation with the River Region Mayors and top military leaders.

Military Appreciation Day at the Zoo

Build your brand and show your company's strong support for the thousands of military families who call Montgomery and the River Region home.



DESCRIPTION

This time-honored tradition receives tremendous exposure both on base and throughout Central Alabama. Every year, more than 2,000 military officials and their families attend this popular appreciation day event at the Montgomery Zoo. This special event is a special time to connect with the men, women and families who serve our nation, and position your company proudly as a leader in the area.

WHO ATTENDS

2,000 military officials, business leaders and elected officials

DATE

June 2020

BENEFITS OF SPONSORING

Presenting Sponsor: \$3,000 - 1 available

- Receives top billing on the event sign at the Zoo entrance, and top billing in all promotions, including the calendar of events page in the *Montgomery Business Journal*, recognition in Bi-Monthly Event e-newsletter, and a logo/link on the event registration page on montgomerychamber.com, plus 4 passes to the Zoo and lunch, recognition from the podium and a three-minute speaking opportunity at the event. Presenting sponsor also receives an enhanced listing on the Chamber's online directory.

Gold Sponsor: \$1,750 - 5 available

- Receives recognition on the event sign at the Zoo entrance, recognition on the event registration page on montgomerychamber.com, plus 4 passes to the Zoo and lunch and recognition at the event.

Silver Sponsor: \$1,250 - 10 available

- Receives recognition on the event sign at the Zoo entrance, plus 2 passes to the Zoo and lunch and recognition at the event.

River Region Military Salute at Riverwalk Stadium

Associate your brand and gain exposure for your business within Montgomery's Military Community.



DESCRIPTION The Montgomery Chamber, business leaders and elected officials host military leaders in Riverwalk Stadium suites in recognition of the military's vital role in the community. Discounted tickets are made available to more than 2,000 military members and their families for the annual Biscuits Baseball event.

WHO ATTENDS Chamber and business leaders, elected officials and military leaders

DATE May 15, 2020

BENEFITS OF SPONSORING

Presenting Sponsor: \$3,000 - 1 available

- Receives top billing in all promotions, including a logo/link on the event registration page on montgomerychamber.com, plus company name and logo on the Biscuits digital scoreboard during the game, and 4 Biscuits Suite tickets to the game. Presenting sponsor also receives an enhanced listing on the Chamber's online directory.

Gold Sponsor: \$1,000 - 2 available

- Company name and logo on the Biscuits digital scoreboard during the game, plus 2 tickets to the game.

Silver Sponsor: \$500 - 5 available

- Company name on the Biscuits digital scoreboard during the game, plus 2 tickets to the game.



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, October 17, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk
Manager of Public Affairs

SUBJECT: Montgomery Counts Coordinator

On October 7, 2019, the Montgomery County Commission unanimously approved a Resolution declaring the County is committed to ensuring every resident is counted. To help with this initiative to create the highest participation rate, the city of Montgomery would like to partner with Montgomery County to employ a Montgomery Counts Coordinator.

The Montgomery Counts Coordinator would be a contract position working fulltime starting in December with a pay of \$5,000 per month for six months. This person's job will be to communicate with all partners including meeting with nonprofits, churches and organizations throughout the county, schedule census events, coordinate volunteers, address civic groups, make media appearances, recruit influencers, and devote each day constructing methodologies to maximize Montgomery's Census participation. This person's only job would be focused entirely on census participation from every resident.

Work is currently underway to create a job description and an RFP for the contracted position. The city is proposing a 60/40 split partnership for the salary.

October 16, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly H. Leverette
Director of Risk Management

SUBJECT: RFP for Medical Claims Repricing Service for the Youth Detention Facility and
the Detention Facility for Medical Services Outside of These Facilities

On October 16, 2019 I spoke with Christie Estes, General Counsel for QCHC, regarding amending the Detention Center contract to allow for the Montgomery County Commission to begin working with a claims repricing company to reprice and pay claims for inmate medical services handled outside of the Detention Facility. The recently executed Youth Detention Facility contract would already allow for this service. Using a claim repricing company who has established contracts with outside physicians/providers through established networks across the State of Alabama would lower the cost of inmate care handled outside of these facilities.

I am requesting approval to initiate a Request for Proposal for this service.

Cc: Florence Cauthen, Deputy Administrator

Donald Mims

From: Doug Singleton
Sent: Thursday, October 17, 2019 3:29 PM
To: tstrange2@aol.com; robby.wehagen@fema.dhs.gov; kimberly.helm@fema.dhs.gov
Cc: jeff.byard@fema.dhs.gov; Elton Dean; Ronda Walker; Dan Harris; isiahsankey@mc-ala.org; Donald Mims; mayor@montgomeryal.gov; charlesjinright@gmail.com
Subject: Re: Garrett Coliseum Montgomery Alabama

I was able to spend a few minutes alone with Jeff Byard and left feeling optimistic.

Get [Outlook for iOS](#)

From: tstrange2@aol.com <tstrange2@aol.com>
Sent: Thursday, October 17, 2019 4:26:24 PM
To: Doug Singleton <DOUGSINGLETON@mc-ala.org>; robby.wehagen@fema.dhs.gov <robby.wehagen@fema.dhs.gov>; kimberly.helm@fema.dhs.gov <kimberly.helm@fema.dhs.gov>
Cc: jeff.byard@fema.dhs.gov <jeff.byard@fema.dhs.gov>; Elton Dean <endeansr@aol.com>; Ronda Walker <RONDAWALKER@mc-ala.org>; Dan Harris <DANHARRIS@mc-ala.org>; isiahsankey@mc-ala.org <isiahsankey@mc-ala.org>; Donald Mims <DonaldMims@mc-ala.org>; mayor@montgomeryal.gov <mayor@montgomeryal.gov>; charlesjinright@gmail.com <charlesjinright@gmail.com>
Subject: Re: Garrett Coliseum Montgomery Alabama

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for your help. All efforts are appreciated.

-----Original Message-----

From: Doug Singleton <DOUGSINGLETON@mc-ala.org>
To: robby.wehagen@fema.dhs.gov <robby.wehagen@fema.dhs.gov>; kimberly.helm@fema.dhs.gov <kimberly.helm@fema.dhs.gov>
Cc: jeff.byard@fema.dhs.gov <jeff.byard@fema.dhs.gov>; Elton Dean <endeansr@aol.com>; Ronda Walker <RONDAWALKER@mc-ala.org>; Dan Harris <DANHARRIS@mc-ala.org>; isiahsankey@mc-ala.org <isiahsankey@mc-ala.org>; Donald Mims <DonaldMims@mc-ala.org>; Todd Strange <mayor@montgomeryal.gov>; Todd Strange <tstrange2@aol.com>; charlesjinright@gmail.com <charlesjinright@gmail.com>
Sent: Thu, Oct 17, 2019 2:22 pm
Subject: Garrett Coliseum Montgomery Alabama

Robby and Kimberly,

I addressed a question this afternoon at the Alabama, Georgia, Florida White House Conference to Jeff Byard. He responded one of his staff would address it for me. The question dealt with our FEMA grant request for improvements to Garrett Coliseum for evacuating livestock and animals. Garrett Coliseum is a popular evacuation destination for residents and especially those with horses. The grant would improve facilities and increase capacity for livestock that comes from all our neighboring states. The City of Montgomery and Montgomery County is investing 15 million to improve the Coliseum. Any assistance in our grant would be greatly appreciated. Please call me at 334-300-0790.

Get [Outlook for iOS](#)

Donald Mims

From: Doug Singleton
Sent: Thursday, October 17, 2019 2:22 PM
To: robby.wehagen@fema.dhs.gov; kimberly.helm@fema.dhs.gov
Cc: jeff.byard@fema.dhs.gov; Elton Dean; Ronda Walker; Dan Harris; isiahsankey@mc-ala.org; Donald Mims; Todd Strange; Todd Strange; charlesjinright@gmail.com
Subject: Garrett Coliseum Montgomery Alabama

Robby and Kimberly,

I addressed a question this afternoon at the Alabama, Georgia, Florida White House Conference to Jeff Byard. He responded one of his staff would address it for me. The question dealt with our FEMA grant request for improvements to Garrett Coliseum for evacuating livestock and animals. Garrett Coliseum is a popular evacuation destination for residents and especially those with horses. The grant would improve facilities and increase capacity for livestock that comes from all our neighboring states. The City of Montgomery and Montgomery County is investing 15 million to improve the Coliseum. Any assistance in our grant would be greatly appreciated. Please call me at 334-300-0790.

Get [Outlook for iOS](#)

Donald Mims

From: Doug Singleton
Sent: Thursday, October 17, 2019 3:27 PM
To: anne.reinke@dot.gov
Cc: Todd Strange; Todd Strange; charlesjinright@gmail.com; Elton Dean; Ronda Walker; Dan Harris; isiahsankey@mc-ala.org; Donald Mims
Subject: Fwd: Outer Loop Information
Attachments: Federal Grant Information Request Form 2019 - Congressional Delegation 2019.pdf; Montgomery Outer Loop BUILD Application71219.pdf

Mrs. Reinke,

Thank you for spending time with us this afternoon. I especially appreciated the briefing on the B.U.I.L.D. Grant applications. I was excited to hear you share with us the qualifications for approval. Our I-85 extension project meets each of the criteria for approvals. The first phase at an investment of 175 million was completed in 2015. The second phase requires an investment of 25 million with an additional 6.2 million local match. The right of way has been purchased and the approval of this grant will allow us to complete phase two within the next 18 months. We are anxiously awaiting the confirmation on November 12th. Please let me know if I can answer any of your concerns. I am available anytime at 334-300-0790.

Get [Outlook for iOS](#)

From: Doug Singleton
Sent: Friday, September 6, 2019 2:21:34 PM
To: Singleton, Doug <doug.singleton@berney.com>
Subject: Fwd: Outer Loop Information

Get [Outlook for iOS](#)

From: Anderson, Kindell <kanderson@montgomeryal.gov>
Sent: Friday, September 6, 2019 11:45:26 AM
To: Doug Singleton <DOUGSINGLETON@mc-ala.org>
Subject: Outer Loop Information

Commissioner,

Attached is the information discussed this morning and the 2019 Application submitted in July.

Thanks and see you Monday.

Kindell

Kindell Anderson
Senior Transportation Planner
City of Montgomery/Montgomery MPO
(334) 625-2754
kanderson@montgomeryal.gov

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

October 3, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

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

Montgomery Fire Department Assistant Fire Chief Garrett Henderson, desires to be appointed to replace former Assistant Fire Chief Ronnie H. Bozeman.

John Treat is no longer in the medical field and desires not to be reappointed.

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Southeast Alabama Emergency
Medical Services Council, Inc.**Members:****Term Expires:**

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

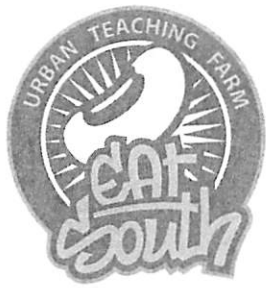
11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

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

11/3/2019

Term: 1 year



E.A.T. South
PO Box 74
Montgomery, AL 36101
www.eatsouth.org

October 15, 2019

To: Chairman Elton Dean, Sr.
Vice Chairman Ronda Walker
Commissioner Daniel Harris, Jr.
Commissioner Isaiah Sankey
Commissioner Doug Singleton

From: E.A.T. South

Re: 2020 Funding Request

Dear Chairman Dean, Vice Chair Walker, and County Commissioners:

"How'd you get her to eat that?" At E.A.T. South we hear this response fairly regularly from teachers and parents. When children (and adults, too) try fresh food in a fun, supportive environment, they discover new foods they enjoy. E.A.T. South may be most well known for our school field trip program, but we work hard every day to provide healthy food, educational activities, and recreational opportunities to Montgomery County residents of all ages.

For the past two years, we've partnered with Parks and Recreation to offer farm camp to children from nine community centers. We're now wrapping up our first ever eight week after school program with children from E.D. Nixon and Highland Gardens Community Centers. We work with students from the Therapeutic Recreation Center twice a month, and every month E.A.T. South offers all Montgomery residents many opportunities to learn and grow on the farm.

Now that the weather has cooled off, our field trip program, Good Food Day, welcomes children from Montgomery and from schools around the region. Kindergarteners dig sweet potatoes (and hunt for roly-pollies), fifth graders learn to read food labels, and everyone enjoys petting chickens.

Good Food Day field trips and all of our programs exist because of partnerships with City agencies, Master Gardeners, foundations, businesses, schools and individuals. Partnerships provide volunteers, materials and the funding that allow us to deliver high-quality programs to Montgomery's residents. **Will you partner with E.A.T. South this year to help us grow our educational programs?**

We are asking each County Commissioner to contribute \$2000 to support E.A.T. South's educational programs. In total, this contribution would fund eight weeks of after school programs in the spring and eight weeks in the fall. It would also allow us to include more children in the program.

E.A.T. South has changed a great deal in the past few years. The best way to see what we're doing is to visit during a field trip or other program. Thank you for your attention and past support of our programs. Please contact Caylor Roling, Farm Director, (503-753-5006), or Amanda Edwards (203-770-8029), Good Food Day Coordinator, with any questions or to schedule a visit.

Sincerely,

Amanda Edwards and Caylor Roling

E.A.T. South inspires Montgomery's children and people of all ages to learn, grow, and live healthier lives.

In just one year...

2000 children enjoyed hands-on educational experiences and learned about healthy food choices during Good Food Day Field Trips.

333 children from nine community centers picked cucumbers, ate tomatoes straight from the vine, and made their own pickles during Can You Dig It Summer Camp.

30 children from Highland Gardens and E.D. Nixon Community Centers are currently learning about bugs, bees, plants and peas each week as a part of our Can You Dig It After School program.

1052 volunteer hours were donated to E.A.T. since January of this year. This represents about \$19,000 in time and energy invested by Montgomery residents in our downtown farm.

400 people participated in free gardening and family programs at the downtown farm since January.

We are Montgomery's urban teaching farm. With your support, we will continue to grow and thrive. Thank you!



WWW.EATSOUTH.ORG
FACEBOOK.COM/EATSOUTH
@EATSOUTH
INFO@EATSOUTH.ORG
334-422-9331



15-3

Tammy Nix

From: Caylor Roling <farmer@eatsouth.org>
Sent: Thursday, October 17, 2019 7:50 AM
To: Tammy Nix
Cc: Donald Mims
Subject: Funding Request to the County Commission - E.A.T. South
Attachments: Request to Montgomery County Commission.pdf; E.A.T. South 2019.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Nix,

On behalf of E.A.T. South, Montgomery's urban teaching farm, I am submitting the attached funding request to our Montgomery County Commissioners. I have also attached a sheet highlighting E.A.T. South's accomplishments in 2019.

I would like to invite the County Commissioners to visit the farm during one of our programs. We have field trips scheduled for the mornings of Oct 22, 24, 25 and 31, and high school volunteer projects on the 23 and 30. Another option would be to have a meeting or lunch on the farm and enjoy this lovely fall weather.

Commissioners can contact me directly at 503-753-5006 with questions or to schedule a visit.

Thank you for your assistance, and please let me know if you have any questions.

Caylor

--
Caylor Roling
Farm Director, E.A.T. South
503-753-5006





Ronda Walker
Montgomery County Commission
100 S. Lawrence Street
Montgomery, AL 36104

Dear Commissioner Walker,

Thank you very much for your interest in the work of Sight Savers America (SSA) in Montgomery County. SSA is an Alabama-based nonprofit organization whose mission is to identify and secure treatment for unmet vision and health needs. SSA has been recognized by state and national organizations for its work. SSA received the American Optometric Association's "Distinguished Service Award", the most prestigious national award for vision rehabilitation. SSA was awarded EyeSight Foundation of Alabama's Visionary Award, for its success in bringing eye care to underserved children.

In Montgomery County, SSA partners with Impact America's Focus First Program and they provide vision screenings to children in head starts and lower-income daycares and preschools throughout Montgomery County using high-tech digital cameras. SSA is the follow-up service for every child failing a Focus First vision screening. SSA's volunteer network of eye care professionals in Montgomery are also central to the success of the project, and offer services at discounted rates. These local eye care professionals provide the necessary eye care services, including dilated eye exams. Following exams, SSA coordinates recommended treatments including, but not limited to: prescription eyeglasses, patching for amblyopia (which can cause permanent vision loss if left untreated), surgery, medications, vision therapy or other continuing care. Active insurance is utilized to pay for applicable costs, while other costs are donated as in-kind services in the SSA provider network.

Over the last three years, Focus First has vision screened approximately 12,000 children in Montgomery County. Every child failing the vision screening is referred to SSA for individual case managed follow-up eye care services. During these past 3 years, SSA has received 1,182 vision referrals from children failing these vision screenings in Montgomery County. At an average cost of \$75 per child, SSA has spent \$88,650 on this program in Montgomery County during this last three year period.

With the increase in the number of children enrolled in Pre-K and other preschool programs in Alabama, the number of children being vision screened and the number of children being referred to SSA is increasing. During the 2019/2020 school year, approximately 4,750 children in head starts and low income daycares and preschools will be vision screened and an estimated 475 of these children will fail the vision screening and be referred to SSA for individual case managed follow-up eye care services.

SSA's total project cost for the 2019/2020 school year in Montgomery County is estimated to be \$35,625. We are respectfully requesting the County Commission of Montgomery consider providing \$11,150 in funding for the project. These funds would first be used for children outside of the City of Montgomery. Any remaining funds would be used to serve children inside the City of Montgomery.

Last month, SSA requested \$16,000 from the City of Montgomery for this project. The Montgomery City Council was highly supportive of the request and pledged their support to also help to involve the Montgomery County Commission. To date, one Montgomery City Council member has already provided

SIGHTSAVERSAMERICA.ORG

a \$1,500 donation. The Central Alabama Community Foundation has provided \$8,475 in support of this project.

The U.S. Centers for Disease Control & Prevention states that approximately 80% of what children learn in their early years is visual. Through the early detection and treatment of children's vision needs, we are improving their ability to read, complete homework assignments, and participate in physical activities. Thank you very much for your consideration of our proposal.

Sincerely,



Chad Nichols
Sight Savers America
Chief Development Officer
(205) 991-4885
cnichols@sightsaversamerica.org



MTGY CO. COMMISSION
OCT 9 '19 AM 8:47

**Victims of Crime and Leniency
VOCAL Angel House
The Quenette Shehane Center**

P.O. Box 4449
Montgomery, Alabama 36103

State Office

1-800-239-3219
(334) 262-7197

September 30, 2019

Donald Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102

Dear Mr. Mims:

A grieving family is traumatized by the suicide of a loved one. They are left with a home affected by property damage, blood, body fluids, brain matter, and potentially harmful pathogens. Normal cleanup is not enough as there is a high chance that blood and bio hazardous pathogens can carry disease and other unwanted substances such as hepatitis C, HIV and aids, Tuberculosis bacterial meningitis, and other diseases. A death scene cleanup is no simple task and grieving families do not have the proper equipment to clean up a home covered with remnants of death. Anyone dwelling in the area at the time of death or in the future is at risk. If the death scene is from a suicide, VOCAL does not have the funds to help these grieving families.

There is a desperate need in Montgomery County for suicide clean ups. Victims of Crime and Leniency (VOCAL) receives requests from law enforcement every few weeks for a suicide cleanup; however, VOCAL does not have funds for suicide cleanups. Several years ago, there was another non-profit who provided suicide clean up in the city. That non-profit closed, and Montgomery is left without this much needed service. In fact, there is no organization in the Montgomery area to help families of suicide.

VOCAL has the contacts with bio hazard teams, but does not have the funds to help the families left behind after a suicide. Just a few months ago, VOCAL received five (5) separate calls in one week from Montgomery law enforcement for suicide cleanups in Montgomery. VOCAL had to say no – there were no funds to provide these services. Nor was there any other organizations to refer these calls. There is a desperate need in Montgomery for suicide clean ups. A little known fact, suicide rates have increased 219% from 1999 to 2016 in Alabama. Alabama has a higher suicide rate than our National Average. In 2016 there were 543 homicides and 786 suicides in Alabama.

Montgomery County Commission currently provides VOCAL \$5,000.00 a year. These funds are used for crime scene clean up in the Montgomery area. VOCAL is requesting an additional \$5,000.00 for suicide clean ups.

VOCAL requests the opportunity to meet with the City Council to further clarify the need for suicide clean ups in Montgomery.

Respectfully,


Janette Grantham
Director
jgrantham@vocalonline.org



October 11, 2019

Mr. Donald Mims
Montgomery County Administrator
P.O. Box 1667
Montgomery, AL 36102

Dear Mr. Mims:

Enclosed you will find the requested financial information by Montgomery County Commission for ACTS-CDC. Contained in this package are the following:

1. Statement of Financial Position (year ending 2018 and January thru September, 2019).
2. Income Statement for (year ending 2018 and January thru September, 2019).

If additional information is needed please feel free to contact me at:

Rwagstaff53@yahoo.com or (334) 462-7390.

You may also contact Jenkins and Associates CPAs at:

frank.jenkins@gmx.com or (334) 399-2895.

If additional information is needed please advise.

Respectfully Submitted,


Robert A. Wagstaff, Chairman
ACTS-CDC Board of Directors

10/10/19

ALL COLLABORATING TO SERVE COMMUNITY CDC
Statement of Financial Position-2019
As of September 30, 2019

	<u>Sep 30, 19</u>	<u>Sep 30, 18</u>
ASSETS		
Current Assets		
Checking/Savings		
10000 · Cash-Aliant4694	41,398.51	48,254.15
10120 · Cash-Aliant Special Proj6638	33,965.72	56,651.02
Total Checking/Savings	<u>75,364.23</u>	<u>104,905.17</u>
Total Current Assets	75,364.23	104,905.17
Fixed Assets		
15460 · Lots- 1531 and 1607 E.D. Nixon	200.00	200.00
15480 · Lots 721 and 1007 Sayre Street	200.00	200.00
15500 · Property-1615 E.D. Nixon	4,000.00	0.00
Total Fixed Assets	<u>4,400.00</u>	<u>400.00</u>
Other Assets		
14500 · 1610 E.D. Nixon	1,181.00	0.00
15400 · Property 1614 E.D. Nixon	133.97	133.97
15420 · Property 1621 E.D. Nixon	114,439.03	114,439.03
15430 · Property 1623 E.D. Nixon	89,367.67	89,367.67
15435 · Property 1606 E.D. Nixon	115,734.56	69,834.56
15440 · Pickfair property	20,000.00	20,000.00
16000 · Utility deposit	100.00	100.00
Total Other Assets	<u>340,956.23</u>	<u>293,875.23</u>
TOTAL ASSETS	<u><u>420,720.46</u></u>	<u><u>399,180.40</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
24600 · Customer Deposits Received	300.00	300.00
Total Other Current Liabilities	<u>300.00</u>	<u>300.00</u>
Total Current Liabilities	<u>300.00</u>	<u>300.00</u>
Total Liabilities	300.00	300.00
Equity		
30000 · Opening Balance Equity	-100.00	-100.00
32000 · Unrestricted Net Assets	405,528.60	377,486.90
32300 · Prior period adjustment	1,782.82	1,782.82
Net Income	13,209.04	19,710.68
Total Equity	<u>420,420.46</u>	<u>398,880.40</u>
TOTAL LIABILITIES & EQUITY	<u><u>420,720.46</u></u>	<u><u>399,180.40</u></u>

10/10/19

ALL COLLABORATING TO SERVE COMMUNITY CDC
Support and Expenses-2019
 January through September 2019

	<u>Jan - Sep 19</u>	<u>Jan - Sep 18</u>
Ordinary Income/Expense		
Income		
40000 · Grants	5,000.00	11,000.00
41000 · Contributions	13,413.58	11,629.48
43000 · Rental	5,515.00	5,610.00
Total Income	<u>23,928.58</u>	<u>28,239.48</u>
Gross Profit	23,928.58	28,239.48
Expense		
54300 · Insurance	1,278.75	2,199.60
60000 · Advertising	724.95	0.00
61300 · Property Taxes	147.00	0.00
64950 · Postage and P.O. Box Rent	92.00	82.00
66700 · Professional Fees	2,025.00	1,650.00
67100 · Rent Expense	600.00	1,200.00
67200 · Repairs and Maintenance	5,200.00	2,140.00
68600 · Utilities	79.81	214.20
68700 · Advertising and Promotion	250.00	325.00
68900 · Fundraising expenses	322.03	718.00
Total Expense	<u>10,719.54</u>	<u>8,528.80</u>
Net Ordinary Income	<u>13,209.04</u>	<u>19,710.68</u>
Net Income	<u><u>13,209.04</u></u>	<u><u>19,710.68</u></u>

01/09/19

ALL COLLABORATING TO SERVE COMMUNITY CDC
Statement of Financial Position-2018
As of December 31, 2018

	<u>Dec 31, 18</u>	<u>Dec 31, 17</u>
ASSETS		
Current Assets		
Checking/Savings		
10000 · Cash-Aliant4694	56,071.28	46,615.47
10120 · Cash-Aliant Special Proj6638	10,751.02	108,171.02
Total Checking/Savings	66,822.30	154,786.49
Total Current Assets	66,822.30	154,786.49
Fixed Assets		
15460 · Lots- 1531 and 1607 E.D. Nixon	200.00	200.00
15480 · Lots 721 and 1007 Sayre Street	200.00	200.00
Total Fixed Assets	400.00	400.00
Other Assets		
14500 · 1610 E.D. Nixon	1,131.00	0.00
15400 · Property 1614 E.D. Nixon	133.97	133.97
15420 · Property 1621 E.D. Nixon	114,439.03	111,867.03
15430 · Property 1623 E.D. Nixon	89,367.67	89,367.67
15435 · Property 1606 E.D. Nixon	115,734.56	2,814.56
15440 · Pickfair property	20,000.00	20,000.00
16000 · Utility deposit	100.00	100.00
Total Other Assets	340,956.23	224,283.23
TOTAL ASSETS	<u><u>408,178.53</u></u>	<u><u>379,469.72</u></u>
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Other Current Liabilities		
24600 · Customer Deposits Received	300.00	300.00
Total Other Current Liabilities	300.00	300.00
Total Current Liabilities	300.00	300.00
Total Liabilities	300.00	300.00
Equity		
30000 · Opening Balance Equity	-100.00	-100.00
32000 · Unrestricted Net Assets	377,486.90	326,762.33
32300 · Prior period adjustment	1,782.82	1,782.82
Net Income	28,708.81	50,724.57
Total Equity	407,878.53	379,169.72
TOTAL LIABILITIES & EQUITY	<u><u>408,178.53</u></u>	<u><u>379,469.72</u></u>

01/09/19

ALL COLLABORATING TO SERVE COMMUNITY CDC
Support and Expenses-2018
 January through December 2018

	<u>Jan - Dec 18</u>	<u>Jan - Dec 17</u>
Ordinary Income/Expense		
Income		
40000 · Grants	11,000.00	21,831.61
41000 · Contributions	23,617.90	47,278.86
43000 · Rental	6,600.00	7,975.00
45000 · Fundraising	5,590.31	5,954.90
45200 · Refunds	0.00	353.88
Total Income	<u>46,808.21</u>	<u>83,394.25</u>
Gross Profit	46,808.21	83,394.25
Expense		
54300 · Insurance	6,058.10	2,925.10
60000 · Advertising	195.00	0.00
61300 · Property Taxes	959.21	1,192.38
64900 · Office Supplies	114.00	0.00
64925 · Meetings and conferences	220.00	0.00
64950 · Postage and P.O. Box Rent	82.00	105.40
64975 · Printing	0.00	106.10
66700 · Professional Fees	1,650.00	8,750.00
67100 · Rent Expense	1,300.00	1,200.00
67200 · Repairs and Maintenance	4,047.22	13,765.55
68600 · Utilities	479.57	62.86
68700 · Advertising and Promotion	325.00	900.00
68900 · Fundraising expenses	2,669.30	3,662.29
Total Expense	<u>18,099.40</u>	<u>32,669.68</u>
Net Ordinary Income	<u>28,708.81</u>	<u>50,724.57</u>
Net Income	<u><u>28,708.81</u></u>	<u><u>50,724.57</u></u>

Tammy Nix

From: Louis Cardinal <lcardinal@thorntonfarish.com>
Sent: Monday, October 14, 2019 3:52 PM
To: Donald Mims; tammy.nix@mc-ala.org
Cc: 'brendlek@dot.state.al.us'
Subject: Alabama Transportation Infrastructure Bank

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donny,

Pursuant to our phone conversation, before December the Alabama Department of Transportation (ALDOT) will be initiating a Standard & Poor's hypothetical credit evaluation review of the Alabama Transportation Infrastructure Bank ("Bank") (Act No. 2015-50 as amended by Act No. 2018-290). The credit evaluation review will enable ALDOT to determine possible loan options for city and county governments through the Bank for local road and bridge improvements.

Participation in the Bank loan program will be strictly voluntary on the part of local governments. The credit evaluation review will focus on local share state gas tax revenues (i.e. 7 cent, 5 cent, 4 cent) and local Rebuild Alabama Funds as possible pledged revenues to secure payments under Bank loan agreements.

The Bank loans to local governments will be sourced with Bank tax-exempt debt issuance. ALDOT may guarantee Bank debt service from certain ALDOT state revenues in order to enhance the credit rating on the Bank debt. This credit enhancement combined with local government pledged loan agreements might provide a viable loan option for local governments who are considering tax-exempt debt financing on road and bridge improvements.

We have selected several County governments including Montgomery County to profile in the credit evaluation review. Profiling your public data including demographics, financial information, local share state gas tax revenues, and Rebuild Alabama Funds will not involve any cost to the County nor obligate you in any way to participate in a future Bank loan program. The profiling review will not affect the current Standard & Poor's credit rating on any outstanding County debt.

Please let us know this week if we can include your County in the review. If you have any questions concerning our credit evaluation review please contact me directly. Thanks so much for your consideration.

Louis

Louis C. Cardinal, III
THORNTON FARISH INC.
3500 Eastern Blvd., Suite 210
Montgomery, AL 36116
(334) 270-8555
(334) 272-0897
lcardinal@thorntonfarish.com

Celebrating 100 Years of Investment Banking Since 1919



www.mc-ala.org/da

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



(334) 832-2550

October 17, 2019

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

Dear Montgomery County Commission Members:

I am requesting that the Montgomery County Commission conduct an executive session to discuss matters related to security of governmental officials. I am writing to advise that public disclosure could reasonably be expected to be detrimental to public safety or welfare if conducted outside of executive session, and that under authority granted under Section 7(a)(4) of Act No. 2005-40, this body may convene an executive session for this discussion.

Sincerely,

Daryl D. Bailey
District Attorney

/tn

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481	3,636,595	81,395	3,717,990	203,509	5.79%
DECEMBER	3,614,897	3,680,169	110,668	3,790,837	175,940	4.87%
JANUARY	4,352,746	4,234,389	162,401	4,396,790	44,043	1.01%
FEBRUARY	3,368,368	3,349,245	185,164	3,534,409	166,041	4.93%
MARCH	3,486,733	3,473,066	166,124	3,639,190	152,457	4.37%
APRIL	4,052,651	4,035,281	156,857	4,192,138	139,488	3.44%
MAY	3,691,004	3,851,667	179,090	4,030,758	339,754	9.20%
JUNE	3,747,031	3,849,031	181,879	4,030,910	283,879	7.58%
JULY	3,881,025	3,824,437	191,319	4,015,757	134,732	3.47%
AUGUST	3,648,050	3,719,717	181,848	3,901,565	253,515	6.95%
SEPTEMBER	3,744,702	3,855,871	230,906	4,086,778	342,075	9.13%
Year to Date	\$44,718,766	\$45,077,432	\$1,913,457	\$46,990,889	\$2,272,123	5.08%

Total YTD 2018	\$44,718,766	\$44,718,766
Total YTD 2017	\$43,672,831	\$43,672,831
Total YTD 2016	\$42,941,719	\$42,941,719

22-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868	2.44%
NOVEMBER	3,589,959	3,778,868	81,395	3,860,264	270,305	7.53%
DECEMBER	3,679,876	3,804,439	110,668	3,915,107	235,231	6.39%
JANUARY	4,381,344	4,247,959	162,401	4,410,360	29,015	0.66%
FEBRUARY	3,390,222	3,462,979	185,164	3,648,143	257,920	7.61%
MARCH	3,533,778	3,620,590	166,124	3,786,714	252,935	7.16%
APRIL	4,082,814	4,135,971	156,857	4,292,828	210,014	5.14%
MAY	3,762,749	3,905,617	179,090	4,084,707	321,958	8.56%
JUNE	3,778,041	3,904,271	181,879	4,086,150	308,109	8.16%
JULY	3,996,094	3,908,043	191,319	4,099,362	103,267	2.58%
AUGUST	3,739,413	3,833,887	181,848	4,015,735	276,322	7.39%
SEPTEMBER	3,785,305	3,923,320	230,906	4,154,227	368,921	9.75%
Year to Date	\$45,357,151	\$46,166,561	\$1,913,457	\$48,080,017	\$2,722,866	6.00%

Total YTD 2018	\$45,357,151	\$45,357,151
Total YTD 2017	\$44,320,643	\$44,320,643
Total YTD 2016	\$43,552,955	\$43,552,955

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

EDUCATION SALES TAX

Month Deposited	FY 2018	FY 2019	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%
NOVEMBER	2,306,695	2,522,828	216,133	9.37%
DECEMBER	2,400,495	2,506,141	105,646	4.40%
JANUARY	2,838,370	2,804,945	(33,425)	-1.18%
FEBRUARY	2,158,600	2,286,383	127,782	5.92%
MARCH	2,270,301	2,380,998	110,697	4.88%
APRIL	2,637,722	2,761,600	123,878	4.70%
MAY	2,429,456	2,571,305	141,849	5.84%
JUNE	2,437,243	2,596,322	159,078	6.53%
JULY	2,588,641	2,579,312	(9,329)	-0.36%
AUGUST	2,445,755	2,531,681	85,926	3.51%
SEPTEMBER	2,454,153	2,599,454	145,301	5.92%
Year to Date	\$29,352,076	\$30,540,119	\$1,188,043	4.05%

GASOLINE TAX

Collections	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
	139,037	137,322	(1,715)	-1.23%
	142,218	147,778	5,560	3.91%
	139,435	154,644	15,209	10.91%
	121,148	135,921	14,773	12.19%
	123,734	123,557	(177)	-0.14%
	119,190	123,533	4,343	3.64%
	138,955	142,610	3,655	2.63%
	140,157	138,854	(1,302)	-0.93%
	142,692	144,004	1,311	0.92%
	142,740	142,367	(373)	-0.26%
	140,788	156,317	15,529	11.03%
	145,352	149,335	3,983	2.74%
	\$1,635,445	\$1,696,242	\$60,797	3.72%

Total YTD 2018	\$29,352,076	\$29,352,076
Total YTD 2017	\$28,832,488	\$28,832,488
Total YTD 2016	\$28,751,678	\$28,751,678

\$1,635,445	\$1,635,445
\$1,630,613	\$1,630,613
\$1,622,822	\$1,622,822

22-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

MONTH DEPOSITED	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	231,009	237,680	6,672	2.89%
NOVEMBER	217,201	246,615	29,414	13.54%
DECEMBER	206,461	220,259	13,798	6.68%
JANUARY	187,943	189,119	1,176	0.63%
FEBRUARY	194,862	231,069	36,207	18.58%
MARCH	213,377	213,949	572	0.27%
APRIL	274,212	279,744	5,532	2.02%
MAY	244,681	263,086	18,406	7.52%
JUNE	260,783	262,920	2,137	0.82%
JULY	268,768	252,823	(15,945)	-5.93%
AUGUST	256,774	250,547	(6,228)	-2.43%
SEPTEMBER	239,950	231,473	(8,477)	-3.53%
Year to Date	\$2,796,021	\$2,879,284	\$83,264	2.98%

Total YTD 2018	\$2,796,021	\$2,796,021
Total YTD 2017	\$2,634,537	\$2,634,537
Total YTD 2016	\$2,710,090	\$2,710,090

22-4

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for September 2019

US Marshal Inmates Received	23
FBOP Inmates Received	19
US Marshal Inmate Carryovers from Previous Month	76
FBOP Inmate Carryovers from Previous Month	10
Total US Marshal Inmate Days	1823
Total FBOP Inmate Days	285
Total Federal Inmate Days	2108

State Inmates Received	341
State Inmate Carryovers from Previous Month	502
Total State Inmates in Facility this Month	843
Total State Carryovers to Next Month	530
Total State Inmate Days	15,381

Total Inmates (State and Federal Combined)	971
Total Inmate Days (State and Federal Combined)	17,489

* Average Daily Population	<u>583</u>
----------------------------	------------

Total Spent for Food this Month	\$85,665.37
Average Cost for Food per Inmate Day	\$5.57

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

September 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	75	16.33%
B/M	363	68.37%
W/F	19	6.12%
B/F	39	8.16%
O/F	1	0.00%
Total	502	100.00%

Number of Inmates Received During the Month:

O/M	6	1.76%
W/M	36	10.56%
B/M	243	71.26%
W/F	14	4.11%
B/F	42	12.32%
O/F	0	0.00%
Total	341	100.00%

Total Number of Inmates in Jail During the Month:

O/M	11	1.30%
W/M	111	13.17%
B/M	606	71.89%
W/F	33	3.91%
B/F	81	9.61%
O/F	1	0.12%
Total	843	100.00%

Number of Inmates Released or Removed During the Month:

O/M	5	1.60%
W/M	38	12.14%
B/M	215	68.69%
W/F	17	5.43%
B/F	38	12.14%
O/F	0	0.00%
Total	313	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	6	1.13%
W/M	73	13.77%
B/M	391	73.77%
W/F	16	3.02%
B/F	43	8.11%
O/F	1	0.19%
Total	530	100.00%

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

September 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	13
W/M	16
B/M	45
W/F	0
B/F	2
O/F	0
Total	<u>76</u>

Number of Inmates Received During the Month:

O/M	1
W/M	5
B/M	16
W/F	0
B/F	1
O/F	0
Total	<u>23</u>

Number of Inmates in Jail During the Month:

O/M	14
W/M	21
B/M	61
W/F	0
B/F	3
O/F	0
Total	<u>99</u>

Number of Inmates Released or Removed During the Month:

O/M	5
W/M	7
B/M	26
W/F	0
B/F	1
O/F	0
Total	<u>39</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	9
W/M	14
B/M	35
W/F	0
B/F	2
O/F	0
Total	<u>60</u>

MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104

September 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	0
W/M	3
B/M	7
W/F	0
B/F	0
O/F	0
Total	<u>10</u>

Number of Inmates Received During the Month:

O/M	0
W/M	6
B/M	3
W/F	0
B/F	0
O/F	0
Total	<u>9</u>

Number of Inmates in Jail During the Month:

O/M	0
W/M	9
B/M	10
W/F	0
B/F	0
O/F	0
Total	<u>19</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	6
B/M	4
W/F	0
B/F	0
O/F	0
Total	<u>10</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	0
W/M	3
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>9</u>



AUTAUGA COUNTY SHERIFF'S OFFICE

JOE SEDINGER, SHERIFF

162 WEST 4TH STREET; PRATTVILLE, AL 36067

PHONE: 334-361-2500 FAX: 334-361-2516



Bill To: Autauga County Commission

135 North Court Street

Prattville AL 36067

Re: marsha.causey@autauga.com

TOTAL AMOUNT DUE: \$900.00

DATE: October 1, 2019

INVOICE #: 0919-JUV

To assure the proper payment, please list the juvenile inmates' names and the days in your facility

Juvenile Name	Days in Facility	Amount Payable	Amount Due
Williams, Lil Roderick	30	\$30.00	\$900.00
		Total	\$900.00

If you have any questions about your invoice sheet, contact:

Marsha Causey

marsha.causey@autauga.com

Please sign invoice sheet and return to the email above for payment.

Submitted by:

Make check payable to:

Montgomery County Commission
c/o Montgomery County Sheriff's Office

115 S. Perry Street
Montgomery, AL 36104

23-5

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #09-2019	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112			DATE VOUCHER PREPARED 10/01/2019		SCHEDULE NO. PAID BY FBOP Montgomery	
			CONTRACT NUMBER AND DATE			
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS [Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM			TO
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
SEPT Jail Bill 09/01/2019 to 09/30/2019	09/30/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by: COR: _____	285	48	Day	13,680.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR =\$	EXCHANGE RATE =\$1.00	DIFFERENCES		13,680.00
		BY 2				
		TITLE	(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2			(Title)	
ACCOUNTING CLASSIFICATION						
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	
	CASH		DATE		ON (Name of bank)	
	\$				PAYEE 3	
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

23-6

THE STATE OF ALABAMA,

VC000138113

Payable to Montgomery (County)For feeding prisoners in the jail of said county during the month of September, 2019

Month, Year

Date	Total # In Jail	Insane	Juvenile	Municipal	Federal	Other	# In Jail State	Per	Capita
1	501						501	\$	1,127.25
2	503						503	\$	1,131.75
3	506						506	\$	1,138.50
4	510						510	\$	1,147.50
5	516						516	\$	1,161.00
6	507						507	\$	1,140.75
7	505						505	\$	1,136.25
8	505						505	\$	1,136.25
9	503						503	\$	1,131.75
10	505						505	\$	1,136.25
11	509						509	\$	1,145.25
12	510						510	\$	1,147.50
13	511						511	\$	1,149.75
14	513						513	\$	1,154.25
15	516						516	\$	1,161.00
16	520						520	\$	1,170.00
17	518						518	\$	1,165.50
18	522						522	\$	1,174.50
19	507						507	\$	1,140.75
20	506						506	\$	1,138.50
21	508						508	\$	1,143.00
22	509						509	\$	1,145.25
23	509						509	\$	1,145.25
24	526						526	\$	1,183.50
25	520						520	\$	1,170.00
26	523						523	\$	1,176.75
27	521						521	\$	1,172.25
28	522						522	\$	1,174.50
29	520						520	\$	1,170.00
30	530						530	\$	1,192.50
31								\$	-
Total	15381						15381	\$	34,607.25

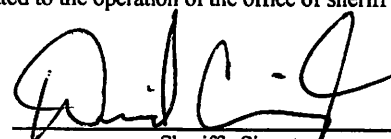
Average Monthly Prisoner %

100.00%

100.00%

Total Amount Chargeable to the State (0900-14) \$ 34,607.25

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 34,607.25 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and for "jail operation or for law enforcement purposes related to the operation of the office of sheriff" under authority of Ala. Code §14-6-47 (a).


 Sheriff's Signature

23-7

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice # 0919 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 10/01/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				GOVERNMENT B/L NUMBER			
SHIPPED FROM _____ TO _____ WEIGHT _____							
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)	
SEPT Jail Bill 09/01/2019 to 09/30/2019	09/30/2019	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by: IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1823	48 Day		87,504.00	
(Use continuation sheet(s) if necessary)						TOTAL	87,504.00
(Payee must NOT use the space below)							
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE		EXCHANGE RATE =\$1.00		DIFFERENCES	
				Amount verified; correct for payment			
				(Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
_____ (Date)		_____ (Authorized Certifying Officer) 2			_____ (Title)		
ACCOUNTING CLASSIFICATION							
SOC:25801 1591020XD H52 D02 HDH5000D							
P A I D B Y	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)				
	CASH DATE		PAYEE 3				
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

23-8

