

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 4, 2019

AGENDA
INFORMATION SESSION

Call to Order and Welcome at 8:00 a.m.

Prayer

Reports from Staff:

Administrator
Deputy Administrator
Chief Information and Technology Officer
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Sheriff Derrick Cunningham
Personnel Director Carmen Douglas
Director of Elections Darryl Parker
Executive Vice President David B. Reed and Project Manager Max Vaughn with
Goodwyn, Mills and Cawood, Inc.
Chief Administrator Rhonda B. Cape
Revenue Manager Terri Henderson
Chief Probate Clerk Octavius Jackson
Chief Revenue Clerk Allyson Holland
Chief Development Officer Chad Nichols with Sight Savers America
Director of Risk Management Holly Leverette

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of October 21, 2019

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Adoption of Resolution Approving Relocation of Polling Place in Montgomery County Commission District Four Represented by County Commissioner Isaiah Sankey, County Commission
2. 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
3. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
4. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
5. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
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 regarding Employee Luncheon, Bid Number 51988-19B-033, County Commission
8. Consider Authorization of Budget Change Request Numbers 3, 4, 5 and 6, County Commission Appropriations
9. Consider Authorization of Position Fill Requests – Detention Facility (3)
 - Corrections Officer Trainee, Position Number 500419206
 - Corrections Officer Trainee, Position Number 500419226
 - Corrections Officer Corporal, Position Number 500425092
10. Consider Authorization of Position Fill Request – District Attorney's Office (1)
 - Legal Support Assistant, Position Number 408020027

11. Consider Authorization of Position Fill Requests – Engineering Department (2)
 - County Road Equipment Operator I, Position Number 610551021
 - County Road Equipment Operator I, Position Number 630551020
12. Consider Authorization of Position Fill Request – Information Systems (1)
 - IT Technician - Systems, Position Number 220271004
13. Consider Authorization of Position Fill Requests – Probate Judge’s Office (3)
 - Administrative Support Associate, Position Number 750013055
 - Administrative Support Associate, Position Number 750013059
 - Customer Service Clerk, Position Number 750016050
14. Consider Authorization of Position Fill Requests – Sheriff’s Office (2)
 - Deputy Sheriff Trainee, Position Number 550430148
 - Deputy Sheriff Corporal, Position Number 550429044
15. Consider Authorization of Travel/Training Requests (7)

Reports from Staff:

Deputy Administrator
County Attorney
County Engineer

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

NOVEMBER 4, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session

NOVEMBER 11, 2019

County Holiday (Veterans Day)

NOVEMBER 18, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session

NOVEMBER 28-29, 2019

County Holiday (Thanksgiving)

DECEMBER 2, 2019

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session

DECEMBER 16, 2016

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session

DECEMBER 24-25, 2019

County Holiday (Christmas)

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-11-19

Check Number	To	Check Number
289407		289460
Total Checks Paid		\$756,410.99

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-11-19

Check Number	To	Check Number
289461		289579
Total Checks Paid		\$528,305.80

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

EFT's included in amount

11-4-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-18-19

Check Number	To	Check Number
289580		289632
Total Checks Paid		\$296,224.40

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

EFT's included in amount

AGENDA

NOV - 4 2019

11-4-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-18-19

Check Number	To	Check Number
289633		289692
Total Checks Paid		\$390,558.23

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

EFT's included in amount

11/4/19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
10/25/19

Payroll Check Number	133127	To	Payroll Check Number	133194	\$	49,825.02
Direct Deposits					\$	940,624.50
Payroll Check Number	133195	To	Payroll Check Number	133214	\$	48,749.58
Direct Deposits					\$	615,324.08
Federal Deposits					\$	341,359.82
Total Payroll Paid					\$	1,995,883.00

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

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 4th 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

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV - 4 2019

October 31, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Revised Agreements for Housing Juveniles at the Youth Facility

The Montgomery County Commission, at its meeting on October 21, 2019, agreed to place on the next agenda 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. During discussion of the Contracts, it was decided that the Contracts needed to be revised.

Attached is County Attorney Gallion's opinion dated October 30, 2019, regarding a revised Agreement for housing juveniles at the Youth Facility. Attached is the revised Agreement for Autauga County, which will serve as a template for the other Agreements. Also, attached are the Agreements that will need to be revised.

I am requesting that the Commission approve the Agreements with these counties and the City of Prattville, subject to Attorney Gallion's review and opinion.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE



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

MEMORANDUM

October 30, 2019

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Agreement for Housing Juveniles at Youth Facility

I have reviewed your memorandum of October 30, 2019, regarding the Agreement to house juveniles at the Montgomery County Youth Facility. I understand that the Agreement will be used for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville. I also note that the Agreement does contain the County's Indemnity and Dispute Resolution language.

I, therefore, opine that the Agreement is acceptable as is and will be binding on all parties upon execution.

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

50051-317

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

October 30, 2019

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Counties for Housing Juveniles at the Youth Facility

Enclosed is an Agreement to house juveniles at the Montgomery County Youth Facility. This Agreement will be used for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville.

Please review the Agreement and issue your opinion by Thursday, October 31, 2019, as to whether it is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission ("MCC") operates the Montgomery County Youth Facility ("MYF") to detain alleged adjudicated delinquent youth of Montgomery County; and

WHEREAS, Autauga County Commission desires to house Autauga County juveniles in said facility;

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between MCC and Autauga County Commission, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledged:

1. Autauga County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined DYS and will make payment to MCC.
2. MCC agrees to guarantee a second bed to Autauga County Commission for \$20,000.00 with payments of \$5,000.00 to be made at the beginning of each quarter (October, January, April, and July). Autauga County Commission will be guaranteed a third bed for \$15,000 with payments of \$3,750 to be made at the beginning of each quarter (October, January, April, and July). A fourth bed will be provided to Autauga County Commission for \$15,000 with payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, July).
3. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYF, and Autauga County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Autauga County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
4. Autauga County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
5. MCC agrees to contact the duly authorized representative of Autauga County Commission in the event of any extraordinary event regarding any Autauga County

juvenile. The duly authorized representative of Autauga County Commission may counsel with and visit any Autauga County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYF. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYF.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of MYF, Autauga County Commission 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. MCC shall not be liable for injuries to any of the juveniles housed at MYF. Autauga County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Autauga County Commission agrees to protect, defend, indemnify and hold MCC 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 MCC arising in favor of any party, including employees of Autauga County Commission, 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. Autauga County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
8. All juveniles housed at MYF by Autauga County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Autauga County shall contact MYF prior to presenting a juvenile for detention.
9. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
10. MYF and MCC have 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. Autauga County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to

establish a relationship of authority, objectivity and professionalism and 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 MYF Policy. If Autauga County employees or representatives are aware of any such incidents, they have a duty to report them to the 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.

11. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
12. This agreement shall be for a period of one year commencing on _____, 2019, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY COMMISSION

**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, **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

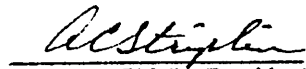
WHEREAS, the City of Prattville has a need to utilize said youth facility; and

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.

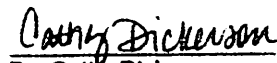
BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any and all documents necessary to enter into a contract with Montgomery County for use of the youth detention facility for a one-year period.

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 Hildes
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

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

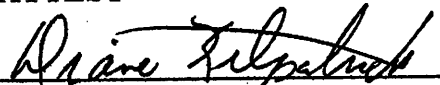
MONTGOMERY COUNTY

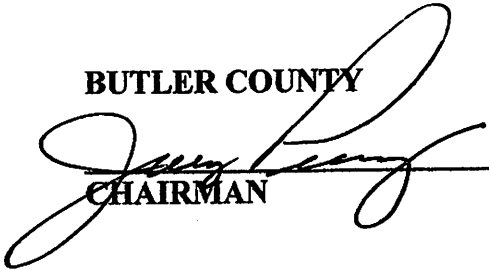
ADMINISTRATOR

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

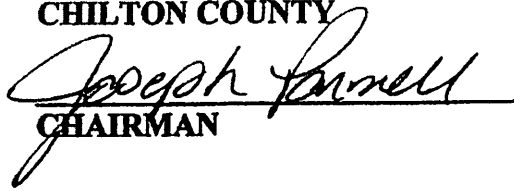
CHAIRMAN

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

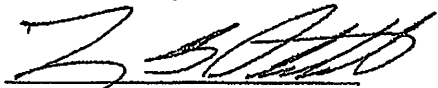
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

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

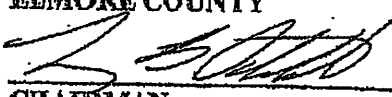
CHAIRMAN

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

Sonye S. King
CHAIRMAN

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 11/4/19 - CODE: 001-59320.498

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			52,500	57,762.50	41,250	27,000	56,262.50	234,775
C-2020-17	Special Programming for Achievement Network (S.P.A.N.)	Youth Programs				1,000		1,000
C-2020-18	Dutchess Divas and Gents Youth Club, Inc.	Youth Programs				1,200		1,200
C-2020-19	American Association for Children, Inc.	Bowling on Super Bowl Sunday				1,000		1,000
C-2020-20	One Place Family Justice Center	Domestic Violence Program				1,500		1,500
C-2020-21	Alabama Baseball Coaches Association	Fall Community College Sophomore Workouts and their Fall Classic			3,000			3,000
C-2020-22	Montgomery Lions Club Community Foundation, Inc.	Community Service Programs			1,000			1,000
C-2020-23	Montgomery YMCA	Cleveland Ave. YMCA - Program Services					1,500.50	1,500.50
C-2020-24	River Region Chaplain Services, Inc.	Attend to and Support First Responders					500	500
NC-2020-10	City of Montgomery Parks and Recreation Department	McIntyre Community Center for Senior Citizens Programs		1,000.50				1,000.50
			0	1,000.50	4,000	4,700	2,000.50	11,701
		Total Appropriations 11/4/19	52,500	56,762	37,250	22,300	54,262	223,074
		APPROPRIATED BUDGET BALANCE						
	Administrator	Date						

AGENDA

NOV - 4 2019

• MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 11/4/19 - CODE: 001-59320.494

Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			52,100	70,000	75,000	62,500	74,200	333,800
BOE-2020-13	Robert E. Lee High School	Student Government Association				2,000		2,000
BOE-2020-14	Lanier High School	Girls Basketball				2,000		2,000
BOE-2020-15	Booker T. Washington Magnet High School	FBLA - Future Business Leaders of America				2,000		2,000
BOE-2020-16	Highland Avenue Elementary School	Parents Liaison				2,000		2,000
BOE-2020-17	Pike Road BOE, for Pike Road Schools	Adopt-A-Class					500	500
BOE-2020-18	Brewbaker Technology Magnet High School	Robotics Program	2,500					2,500
	Total Appropriations 11/4/19		2,500	0	0	8,000	500	11,000
	APPROPRIATED BUDGET BALANCE		49,600	70,000	75,000	54,500	73,700	322,800
	Administrator	Date						

AGENDA

NOV - 4 2019

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 11/4/19 - CODE: 001-59320.450

Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	168,267	74,500	3,300	61,291	48,360	5,330	361,048
	Total Appropriations 11/4/19		0	0	0	0	0	0	0	0
	APPROPRIATED BUDGET BALANCE		0	168,267	74,500	3,300	61,291	48,360	5,330	361,048
	Administrator	Date								

AGENDA

NOV - 4 2019

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								
	STANDARD	EA	1	\$59.95	\$59.95								
	LARGE	EA	1	\$83.95	\$83.95								

Notes:

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: 60 vendors were notified

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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: _____

AGENDA

NOV - 4 2019

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

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-2

-2

-2

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 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: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3**AGENDA**

NOV - 4 2019

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

10/17/19

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	001-51261.186	0	13,600	13,600
Fund Balance	001.35900	0	(13,600)	(13,600)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for security contract services for the District Attorney's Office

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 4**AGENDA****NOV - 4 2019**

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims

10/17/19

Elected Official/Dept. Head

Date

FINANCE REVIEW:

REVIEWED BY:

Finance Director

Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	001-51300.186	0	13,600	13,600
Fund Balance	001.35900	0	(13,600)	(13,600)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for security contract services for Probate Judge's Office.

NOV - 4 2019

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

Request Number: 5

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 10/21/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 10/28/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo
Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Recreation Department	001-57201.290	562,523	100,000	662,523
Fund Balance	001.35900	0	(100,000)	(100,000)
				0
Building Renovations	008-57200.524	0	100,000	100,000
General Fund Transfer	008-40000.44951	(562,523)	(100,000)	(662,523)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: To budget for improvements to the Flatwood Community Center.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 6

AGENDA

NOV - 4 2019

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 10/21/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 10/28/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo
Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	250,000	3,125	253,125
In House Misc. Appropriations	001-59310.498	75,000	(3,125)	71,875
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 325,000	\$ 0	\$ 325,000

JUSTIFICATION: To budget for funding to the Chamber of Commerce Total Resource Campaign for Chamber events and programs.

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Office Trainee

Position Number 500419206 (replace L. Foster)

Pay Grade PCT Pay Range \$31,299

Proposed Effective Date November 12, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 10/18/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/18/2019

Employee Benefit Manager

Sherrill Thomas Date 10/18/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV - 4 2019

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title CORRECTIONS OFFICER TRAINEE

Position Number 500419226(REPLACE S. Freeney)

Pay Grade PCT Pay Range \$ 31, 299

Proposed Effective Date November 18, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cuningham Date 10/30/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

LisaHerring Date 10/30/2019

Employee Benefit Manager

Sherrill Thomas Date 10/31/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425092 (Replace James Moton)
 Pay Grade PC2 Pay Range \$35,097 - \$52,440
 Proposed Effective Date November 12, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date October 17, 2010

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/17/2019

Sherrill Thomas

Finance Director

Date 10/18/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Tim Tyler

POSITION INFORMATION:

Position Title Legal Support Assistant
 Position Number 408020027
 Pay Grade A05 Pay Range \$32,318 - \$48,286
 Proposed Effective Date November 18, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 10/29/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/30/2019
 Employee Benefit Manager

Sherrill Thomas Date 10/30/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: Montgomery County Engineering D1
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Andrew McCall

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 610551021 - Replacing M. Welch
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date November 4, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date October 17, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/17/2019
 Employee Benefit Manager

Sherrill Thomas Date 10/18/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: Montgomery County Engineering District 3

DEPARTMENT HEAD: George Speake

SUPERVISOR: Rob Chancey

POSITION INFORMATION:

Position Title County Road Equipment Operator 1

Position Number 630551020 replacing W. Petty

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

Proposed Effective Date November 12, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date October 17, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/17/2019

Employee Benefit Manager

Sherrill Thomas Date 10/18/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: Information Systems
 DEPARTMENT HEAD: Lou Ialacci
 SUPERVISOR: Rodney Smith

POSITION INFORMATION:

Position Title IT Technician - Systems
 Position Number 220271004
 Pay Grade A7 Pay Range \$40,664 - 60,755
 Proposed Effective Date January 6, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Lou Ialacci
 Department Head Date 10/28/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager Date 10/28/2019

Sherrill Thomas
 Finance Director Date 10/28/2019

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: PROBATE

DEPARTMENT HEAD: JUDGE STEVEN L REED

SUPERVISOR: JAMYL A PHILYAW

POSITION INFORMATION:

Position Title Administrative Support Associate

Position Number 750013055 (replace Webb)

Pay Grade A03 Pay Range \$25,630-38,294

Proposed Effective Date December 2, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 10/22/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/24/2019

Employee Benefit Manager

Sherrill Thomas Date 10/24/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: JUDGE STEVEN L REED

SUPERVISOR: JAMYL A PHILYAW

POSITION INFORMATION:

Position Title Administrative Support Associate

Position Number 750013059 (replace Goldsmith)

Pay Grade A03 Pay Range \$25,630-38,294

Proposed Effective Date December 2, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 10/22/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/24/2019

Employee Benefit Manager

Sherrill Thomas Date 10/24/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate

DEPARTMENT HEAD: Judge Steven L. Reed

SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Customer Service Clerk

Position Number 750016050 (replace Bowie)

Pay Grade A04 Pay Range \$ 28,765- 42,978

Proposed Effective Date December 2, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 10/22/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/24/2019

Employee Benefit Manager

Sherrill Thomas Date 10/24/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

NOV - 4 2019

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal

Position Number 550429044 (Replace M Houser)

Pay Grade PS2 Pay Range \$45,754-\$54,816

Proposed Effective Date November 18, 2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date October 28, 2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/30/2019

Employee Benefit Manager

Sherrill Thomas Date 10/30/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 4 2019

Date: October 29, 2019
To: Donald L. Mims, Administrator
From: Dan Harris
Re: Approval for the following travel:

Destination: Auburn, Alabama
Departure Date: December 4, 2019 Return Date: December 5, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the ACCA Legislative Conference

Traveler (s) Name: 1. Dan Harris 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$339.12 Advance Registration Required: \$125.00
Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$125.00 Hotel- \$149.16 Mileage \$64.96

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

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$339.12 and advance registration of \$125.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$2,443.76</u>
Budget Available:	<u>\$37,556.24</u>
Current Requests:	<u>\$339.12</u>
Budget Balance:	<u>\$37,217.12</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/29/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

NOV - 4 2019

Date: October 29, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Hoover, Alabama
Departure Date: December 4, 2019 Return Date: December 6, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the Government Finance Officers Association of Alabama (GFOAA) Governmental Accounting & Auditing Forum and Board of Directors Meeting. This will be my last Board of Directors meeting for this organization.

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

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

Total (est.) Cost: \$780.88 Advance Registration Required: \$350.00
Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$350.00 Hotel- \$334.60 Mileage \$96.28

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

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$780.00 and advance registration of \$350.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$2,443.76</u>	
Budget Available:	<u>\$37,556.24</u>	
Current Requests:	<u>\$1,120.00</u>	
Budget Balance:	<u>\$36,436.24</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/29/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 1

AGENDA

NOV - 4 2019

Date: October 29, 2019
To: Donald L. Mims, Administrator
From: Hannah Hawk
Re: Approval for the following travel:

Destination: Birmingham, Al
Departure Date: November 15, 2019 Return Date: November 15, 2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend the 2019 Southern Social Summit

Traveler (s) Name: 1. Hannah Hawk 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$226.72 Advance Registration Required: \$120.00
Department Name: Public Affairs Fund Name: General

Additional Comments: Registration - \$120.00 Mileage- \$106.72

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

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$226.72 and advance registration of \$120.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,000.00</u>
Current Requests:	<u>\$226.72</u>
Budget Balance:	<u>\$1,773.28</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/30/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 2

AGENDA

NOV - 4 2019

Date: October 25, 2019
To: Donald L. Mims, Administrator
From: Daryl D. Bailey, District Attorney
Re: Approval for the following travel:

Destination: Ponte Vedra, FL
Departure Date: November 10, 2019 Return Date: November 13, 2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend the PTACC 2nd Annual National Conference on Deflective and Pre-Arrest Diversion

Traveler (s) Name: 1. Duane Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$0.00

Department Name: DA Pre-Trial Diversion Fund Name: 001-51263.265

Additional Comments: The AL Dept. of Mental Health is paying for the registration, airfare, and hotel.

To: Daryl D. Bailey, District Attorney

From: Donald L. Mims, Administrator

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51263.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$5,000.00</u>
Current Requests:	<u>\$400.00</u>
Budget Balance:	<u>\$4,600.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/28/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

NOV - 4 2019

Date: 10/28/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Auburn, AL (The Hotel at Auburn University)
Departure Date: 12/04/2019 Return Date: 12/05/2019

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend ACCA 2019 Legislative Conference and CROAA Revenue Education Session.
Attendees Will Each Earn 12 CPE Hours That Will Apply Toward Their
2019 CRE Certification Requirements.

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

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

Total (est.) Cost: \$569.84 Advance Registration Required: \$250.00

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

Additional Comments: Registration Fees \$250.00. Mileage \$259.84. Meals \$60.00. Lodging \$0.00.
Sponsored By The ACCA. RoShonda Moultrie serves on the CROAA
Board of Directors which will also meet during this Conference.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$569.84 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$1,712.56</u>
Budget Available:	<u>\$11,137.44</u>
Current Requests:	<u>\$569.84</u>
Budget Balance:	<u>\$10,567.60</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

NOV - 4 2019

Date: October 17, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Washington, DC
Departure Date: 02.07.2020 Return Date: 02.11.2020
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend NSA Sheriffs' Association Winter Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,500.00 Advance Registration Required: \$488.75

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

Additional Comments: _____

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

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$2,500.00 and advance registration of \$488.75 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$7,845.00</u>
Budget Available:	<u>\$32,155.00</u>
Current Requests:	<u>\$2,500.00</u>
Budget Balance:	<u>\$29,655.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/18/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

NOV - 4 2019

Date: October 29, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Palm Beach County, Florida
Departure Date: January 20, 2020 Return Date: January 24, 2020
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Leading Change: Developing Women Leaders

Traveler (s) Name: 1. Gayle Atchison 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$0.00

Department Name: Montgomery Co. Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

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

The above request is app. 11/4/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$7,845.00</u>
Budget Available:	<u>\$32,155.00</u>
Current Requests:	<u>\$4,000.00</u>
Budget Balance:	<u>\$28,155.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/29/2019

cc: Finance Director / Buyer