

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 4, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:09 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Harris and Commissioner Sankey requested to add additional items to their miscellaneous appropriations accounts that were on the agenda.

The Commission agreed to add these items to the miscellaneous appropriation accounts.

PRESENTATION BY PRESIDING CIRCUIT JUDGE JOHNNY HARDWICK

Presiding Circuit Judge Johnny Hardwick discussed the need for office space for the Court Referral Office. He requested authorization for Administrator Mims to research available buildings and make recommendations to the Commission. He stated that he was not asking the Commission to purchase the building at this time. After discussion, the Commission agreed for Administrator Mims to research and report back.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission regarding a Bid Award to Gulf States Distributors for Footwear, Bid Number 52201-19B-023. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding a Bid Award to ICS Jail Supplies, Inc., for Detention Mattresses, Bid Number 52200-19B-029. After discussion, the Commission agreed to place this item to the agenda.

Sheriff Cunningham requested \$5,000 for the Montgomery County Fanfest, which is a public event during the Camellia Bowl. After discussion, the Commission agreed to place on the next agenda a Budget Change Request from In-House Miscellaneous Appropriations to the Sheriff's Fund, subject to review by the County Attorney.

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS AND SENIOR PERSONNEL ANALYST MARK WILLIS

Personnel Director Carmen Douglas introduced Senior Personnel Analyst Mark Willis. She stated that the Personnel Department is in the early stages of doing a comprehensive pay plan study, which is being led by Mr. Willis. She said that she hoped to have data back to the Commission by early Spring.

Ms. Douglas noted that Administrator Mims had contacted her regarding reviewing the job description for County Administrator. She reminded the Commission that this is a classified merit position and must be processed through the Personnel Department.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker briefed the Commission regarding a Resolution Approving Relocation of Polling Place in Montgomery County Commission District Three Represented by County Commissioner Ronda M. Walker. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PARKS & RECREATION DIRECTOR JAMES WILLIAMS, EXECUTIVE VICE PRESIDENT DAVID B. REED AND PROJECT MANAGER MAX VAUGHN WITH GOODWYN, MILLS AND CAWOOD, INC.

Parks & Recreation Director James Williams, Executive Vice President David B. Reed and Project Manager Max Vaughn with Goodwyn, Mills and Cawood, Inc., briefed the Commission regarding a Notice of Award to W.S. Newell & Sons, Inc., for roads, grading & buildings at the Old Selma Road Park, Engineer's Project Number CMGM-170023(2), for the Contract price of \$2,279,053.57 (Total Base Bid, plus Additive Alternate No. 4) and to modify the Master Plan to comply with the Corps of Engineers' requirements. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA B. CAPE FROM THE DISTRICT ATTORNEYS OFFICE

Chief Administrator Rhonda B. Cape from the District Attorney's Office briefed the Commission regarding the U.S. Department of Justice Equitable Sharing Agreement and Certification. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding a Resolution Approving the 2020 Severe Weather Preparedness Sales Tax Holiday, February 21-23, 2020. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF PROBATE CLERK OCTAVIUS JACKSON

Chief Probate Clerk Octavius Jackson requested to rehire a former Tag & License Supervisor as an Assistant Tag & License Supervisor at Pay Grade A07, Step 3 (\$43,533). Personnel Director Carmen Douglas stated that the position could not be hired in a Pay Grade A07. However, the former employee could be rehired at Pay Grade 05, Step 10 (\$42,584) if approved by the County Commission. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland requested the establishment of Assistant Revenue Branch Supervisor Classification, Pay Grade A05 (\$32,318-\$48,286), reclassification of Administrative Support Specialist, Pay Grade A04 (\$28,765-\$42,978) to Assistant Branch Supervisor and to remove one allocation of Administrative Support Specialist Position. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci expressed his pleasure that bids were received for the renovation of the Annex I data center. He stated that renovation of the data center would be the first upgrade since 1950. Mr. Ialacci informed the Commission that he would be presenting proposals at the next meeting for upgrades for the video surveillance and servers for various departments.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake requested that the Commission approve two Position Fill Requests for County Road Equipment Operators, which were on the agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding the General Fund Balance. She noted that the Commission approved a Financial Management Policy which includes an objective to set aside as a reserve 25% of general fund budget expenditures for the purpose of covering unanticipated revenue shortfalls and paying non-recurring, unanticipated expenditures and capital expenditures of the County or as otherwise approved by the County Commission. Ms. Thomas recommended that the Commission assign fund balance per the Financial Management Policy dated September 17, 2018. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean asked about the status of the DHR building project. Administrator Mims said that the County is waiting on the State of Alabama to approve the final plans.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

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

Mrs. Hawk requested that each Commissioner select a date for the 2020 On the Road Meetings. Commissioner Harris chose February and asked Mrs. Hawk to confirm the availability of Trenholm State Community College for this meeting. Commissioner Sankey chose April; Chairman Dean chose June at Antioch Church on Old Selma Road; Commissioner Singleton chose August; and Vice Chairman Walker chose October. Ms. Hawk urged the Commissioners to select their locations as soon as possible so that she can publicize the meetings.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT HOLLY LEVERETTE

Director of Risk Management Holly Leverette updated the Commission regarding the Request for Proposal for Medical Claims Repricing Services for the Youth Facility and Detention Facility. She stated that she would present the Award of the RFP at the November 18, 2019, Commission meeting. The Commission agreed to place this item on the next agenda.

Mrs. Leverette presented an Amendment to the Health Services Agreement with QCHC, Inc., to remove the cost pool for medical services outside the Detention Facility effective December 1, 2019. After discussion, the Commission agreed to place this item on the next agenda. Vice Chairman Walker thanked Mrs. Leverette for all the work she has done and for saving money for the County.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding the Employee Recognition and Appreciation Program and related 2019 Budget. After discussion, the Commission agreed to place the 2019 budget on the next agenda.

Deputy Administrator Cauthen presented Amendment Number 1 to Contract with Cintas Corporation regarding a thirty (30) day extension, beginning December 1, 2019 and ending on December 30, 2019 for uniforms and services, Contract Number 51901-19B-035. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Bid Award to Logo Branders for staff uniforms, Bid Number 51901-19B-035. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested authorization of Payment of 2020 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented proposed revisions to the Minority and Women-Owned Business Initiative policy. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Deputy Administrator Cauthen presented a Bid Award to CRL-Lovelady Construction, LLC for Weatherization and Repairs for the Greil Building and Related Contract. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc., expiring November 3, 2019. He noted that John Treat did not wish to serve another term. Commissioner Harris stated that he would nominate someone to replace John Treat, but would like more information regarding the Council.

Administrator Mims presented a letter from Farm Director Caylor Roling and Good Food Day Coordinator Amanda Edwards with E.A.T. South requesting \$2,000 from each Commissioner for Educational Programs. Vice Chairman Walker and Commissioner Harris appropriated \$2,000 from each of their Designated Revenue Accounts for Program Expenses.

Administrator Mims presented a letter from Founder William Boyd with The Lacey-Boyd New Year's Day Parade requesting \$8,000 for the 2020 Parade. Chairman Dean requested a \$3,000 miscellaneous appropriation from his Designated Revenue Account and Commissioner Sankey requested a \$2,000 miscellaneous appropriation from his Agencies Account to the Montgomery Area Chamber of Commerce for this event. Commissioner Harris and Commissioner Singleton requested an itemized budget for the parade.

Administrator Mims presented a letter from Director Janette Grantham with VOCAL requesting \$5,000 for Program Services. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$5,000 from In-House Appropriations for this organization.

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

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Commissioner Singleton.

The Pledge of Allegiance was led by Commissioner Harris.

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

COMMENTS BY ATTENDEES

Mr. Walter Houston Robinson, a representative of the Moses Project, said good morning. He said he was on a marketing tour and requested permission to play a musical composition for the Commission. He said the song could be used as a theme song for various events, especially during Inaugural events for the new elected Mayor.

Mr. William Boyd, founder of the Lacey-Boyd New Year's Day Parade, said good morning. He gave the history of the parade that was established 16 years ago and requested \$8,000 from the Commission to help with the expenses. He also invited the Commissioners to participate in the parade and said that newly elected Mayor Steven Reed will be the Grand Marshall of this year's parade. Chairman Dean asked Mr. Boyd if the Lacey-Boyd New Year's Day Parade is the only New Year's Day Parade held in Alabama, and Mr. Boyd replied yes.

Commissioner Sankey stated that he wanted to make a correction and let everyone know he has attended the parade for the last 3 years.

Michelle Croskey, a citizen of District 5 who lives on Jones Road, said good morning to the Commissioners. She stated that she has addressed the Commission numerous times since 2016 regarding paving Jones Road. She asked for a certified letter stating that Jones Road is not a County-owned road. Ms. Croskey showed a map of Jones Road. She then thanked the Commissioners and Department Heads who helped sponsor her back-to-school events in the past. Commissioner Singleton said that he would get her the letter she requested.

William L. Gailliard, Director of American Association for Children, said good morning and passed out flyers to the Commissioners. He said this would be his last time to address the Commission before his annual Super Bowling event on Super Bowl Sunday, but would report to the Commissioners after the event. He stated that this year's Super Bowling event will focus on bringing fathers and sons together. Mr. Gailliard reminded the Commission of his request for \$1,000 from each Commissioner for the event.

Steven Reed, Montgomery County Probate Judge, said good morning to everyone and stated that this was his last time to attend a Montgomery County Commission meeting as probate judge. He thanked the County Commission, County Attorneys, County Administrator and Deputy Administrator and everyone who assisted him as Probate Judge. Judge Reed said it has been a great pleasure working with everyone for the last seven years. He stated that he has enjoyed serving the citizens of Montgomery County and that he looks forward to working with everyone as Mayor of the City of Montgomery. Judge Reed thanked Sheriff Derrick Cunningham for his

assistance and leadership during the election and thanked the probate court staff. He again thanked the Commissioners for all their support.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of October 21, 2019. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN MONTGOMERY COUNTY COMMISSION DISTRICT FOUR REPRESENTED BY COUNTY COMMISSIONER ISAAH SANKEY

Commissioner Sankey made a motion to adopt the Resolution Approving Relocation of Polling Place in Montgomery County Commission District Four Represented by County Commissioner Isaiah Sankey. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Email, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

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

Vice Chairman Walker made a motion to approve the Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, subject to approval by the County Attorney. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Attorney Gallion's Opinion and Agreements, Agenda Pages 2-1 through 2-28, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to agencies

included in the November 4, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 3-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the November 4, 2019 Agenda.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 4-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from designated revenue included in the November 4, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriations reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 5-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO CHAPPY’S DELI REGARDING CATERING OF FOOD TRAYS, BID NUMBER 51988-20B-002

Commissioner Harris made a motion to approve Bid Award to Chappy’s Deli regarding Catering of Food Trays, Bid Number 51988-20B-002. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 6-1 through 6-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BID AWARD TO CHAPPY’S DELI REGARDING EMPLOYEE LUNCHEON, BID NUMBER 51988-19B-033

Commissioner Harris made a motion to approve Bid Award to Chappy’s Deli regarding Employee Luncheon, Bid Number 51988-19B-033. The motion was seconded by Commissioner

Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 7-1 through 7-5, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBERS 3, 4, 5 AND 6

Commissioner Harris made a motion to approve Budget Change Request Numbers 3, 4, 5 and 6, County Commission Appropriations. The motion was seconded by Commissioner Singleton And unanimously approved by the Commission. (Copies of Budget Change Request, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

DETENTION FACILITY – APPROVED OF POSITION FILL REQUESTS (3)

1. Corrections Officer Trainee, Position Number 500419206
2. Corrections Officer Trainee, Position Number 500419226
3. Corrections Officer Corporal, Position Number 500425092

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 9-1 through 9-3, are attached to these Minutes.)

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

1. Legal Support Assistant, Position Number 408020027

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 10-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Road Equipment Operator I, Position Number 610551021
2. County Road Equipment Operator I, Position Number 630551020

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED POSITION FILL REQUEST (1)

1. IT Technician - Systems, Position Number 220271004

Vice Chairman Walker made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 12-1, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUESTS (3)

1. Administrative Support Associate, Position Number 750013055
2. Administrative Support Associate, Position Number 750013059
3. Customer Service Clerk, Position Number 750016050

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 13-1 through 13-3, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED POSITION FILL REQUESTS (2)

1. Deputy Sheriff Trainee, Position Number 550430148
2. Deputy Sheriff Corporal, Position Number 550429044

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 14-1 and 14-2, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (7)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------------|-------------------------|
| 1. County Commission | Request Numbers 1 and 2 |
| 2. Public Affairs | Request Number 1 |
| 3. District Attorney’s Office | Request Number 2 |
| 4. Tax and Audit | Request Number 3 |
| 5. Sheriff’s Office | Request Numbers 3 and 4 |

Commissioner Singleton made a motion to approve the Travel/Training Requests. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of the Travel/Training Requests, Agenda Pages 15-1 through 15-7, are attached to these Minutes.)

WAIVE RULE

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

COUNTY COMMISSION – APPROVED BID AWARD TO CRL-LOVELADY CONSTRUCTION, LLC FOR WEATHERIZATION AND REPAIRS FOR THE GREIL BUILDING AND RELATED CONTRACT

Commissioner Singleton made a motion to approve Bid Award to CRL-Lovelady Construction, LLC for Weatherization and Repairs for the Greil Building and Related Contract. The motion

was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Bids, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED THE REVISED MINORITY AND WOMEN-OWNED BUSINESS INITIATIVE

Commissioner Harris made a motion to approve the revised Minority and Women-Owned Business Initiative. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Email, Revised Policy Statement, Agreement and Report Agenda Pages 17-1 through 17-10, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton addressed Ms. Croskey regarding Jones Road. He congratulated Sheriff Cunningham and his staff on another successful Spooktacular. Commissioner Singleton also congratulated newly elected Mayor Reed and recognized Coach Lewis and Coach Thomas.

Ms. Michelle Croskey invited everyone to the Tuskegee Veteran's Day Parade on November 7, 2019, at 3:00 p.m., at 2400 Hospital Road in Tuskegee.

Commissioner Sankey said good morning to everyone and thanked all the Veterans for their service. He also thanked all the County employees and department heads for all that they do each day.

Chairman Dean shared notice of County Administrator Donald Mims' retirement and thanked him for his hard work and service to Montgomery County.

Commissioner Harris echoed Chairman Dean's comments about Mr. Mims and said that he and Mr. Mims have become good friends over the years. Commissioner Harris mentioned the passing of two outstanding citizens of Montgomery County, Alabama Board of Education Member Ella Bell and Dr. Clifford (C. C.) Baker, the first African American Assistant State Superintendent of Education in Alabama.

Chairman Dean and Commissioner Harris presented a check to Coaches Dan Lewis and David Thomas in the amount of \$10,000 for Montgomery County Middle School Baseball and Softball Programs.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on November 4, 2019, at 10:29 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

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

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

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

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



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

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

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

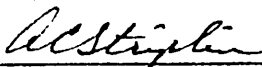
WHEREAS, the City of Prattville has a need to utilize said youth facility; and

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.

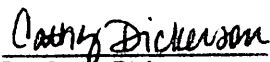
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Prattville that funds in the amount of \$20,000.00 per year are hereby authorized and approved to be paid to Montgomery County for the guarantee of one (1) bed space at the Montgomery County Youth Facility and said funds are approved and 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 Huggins
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

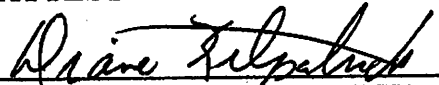
MONTGOMERY COUNTY

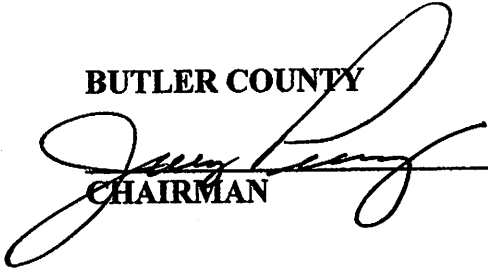
ADMINISTRATOR

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

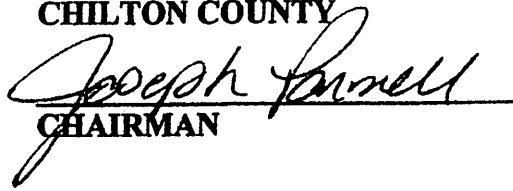
CHAIRMAN

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

[Signature]
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

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

ATTEST

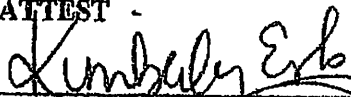
MONTGOMERY COUNTY

ADMINISTRATOR

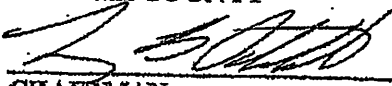
CHAIRMAN

ATTEST

ELMORE COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
**ADMINISTRATOR/CLERK/
TREASURER**

Samuel S. King
CHAIRMAN

NOV - 4 2019

Dr. Z. M. 11/4/19
Administrator Date

NOV - 4 2019

NOV - 4 2019

[illegible]

4-1

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: 51988-208-002				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												

**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

November 4, 2019 - Minutes of Regular Meeting
Montgomery County Commission

54

6-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51988-208-002					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

6-5

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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7-2

7-2

60 vendors were notified

Employee Luncheon 51988-19B-033

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
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
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
				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:

County Administrator

Date _____

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 CORECTIONS 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
Department Head Date 10/30/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

LisaHerring
Employee Benefit Manager Date 10/30/2019

Sherrill Thomas
Finance Director Date 10/31/2019

ADMINISTRATIVE APPROVAL:

County Administrator Date

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 _____

NOV - 4 2019

DEPARTMENT:	<u>Montgomery County Engineering D1</u>
DEPARTMENT HEAD:	<u>George Speake</u>
SUPERVISOR:	<u>Andrew McCall</u>

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

Department Head

Date October 17, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

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

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:

 County Administrator Date _____

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 Date 10/28/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 10/28/2019

Employee Benefit Manager

Sherrill Thomas Date 10/28/2019

Finance Director

ADMINISTRATIVE APPROVAL:

_____ Date _____

County Administrator

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

Department Head

Date 10/22/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/24/2019

Sherrill Thomas

Finance Director

Date 10/24/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: PROBATE

DEPARTMENT HEAD: JUDGE STEVEN L REED

SUPERVISOR: JAMYLEA 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

NOV - 4 2019

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

Department Head

Date 10/22/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 10/24/2019

Sherrill Thomas

Finance Director

Date 10/24/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

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 TRAINEE

Position Number 550430148 (REPLACE W. Latimer)

Pay Grade PST Pay Range \$38,236

Proposed Effective Date November 12, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cuningham Date 10/16/2019

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

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.

<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>\$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

AGENDA

NOV - 4 2019

October 31, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Greil Building Weatherization and Repairs

Holley-Henley Builders, Inc., and CRL-Lovelady Construction LLC submitted identical bids of \$389,000 for weatherization and repairs for the Greil Building. With approval from the Examiners of Public Accounts and County Attorney Thomas Gallion, the two bidders agreed to toss a coin to determine the bid award. Lovelady won the coin toss.

The original budgeted amount for the Greil Building was \$325,000; however, during the design process BDW identified life safety issues regarding guardrails and handrails that must be addressed. In addition, two HVAC units must be replaced and a new unit added in the server room. The unforeseen costs are approximately \$90,000, but are necessary and would most likely be more if bid separately.

The approval process for the coin toss delayed presentation of the bid award; therefore, I respectfully request that the Commission waive rules and place the bid award to CRL-Lovelady Construction LLC and related contract on the November 4, 2019, agenda.

DATE: 09/19/2019
 BARGANIER DAVIS WILLIAMS
 ARCHITECTS ASSOCIATED
 624 SOUTH MCDONOUGH STREET
 MONTGOMERY, ALABAMA 36104
 BDW Project Number: 2017-133
 TELEPHONE: (334) 834-2038

AS TABULATED BELOW, BIDS WERE RECEIVED:

DATE: September 19, 2019 TIME: 2:00 PM
 PLACE: 101 South Lawrence Street
 Montgomery, Alabama 36104

CERTIFIED TABULATION OF BIDS

BIDS FOR: Greil Mansion Building
 "Renovation and Building Weatherization" for the
 Montgomery County Commission

BIDDERS	SURETY	BASE BID
Holley-Henley Builders, Inc. G.C. License Number:	FCCI Insurance Company	\$389,000.00
CRL-Lovelady Construction LLC G.C. License Number:	Hartford Fire Insurance Company	\$389,000.00
Central Contracting, Inc. G.C. License Number:		No Bid

I certify this to be a true and correct tabulation of all bids received for this project.
 day of September 2019

Notary Public LS

M, Commission Expires March 01, 2021.

By Johnny B. Raines, III, Project Architect
 Barganier Davis Williams Architects Associated

Signature

October 30, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Minority and Women-Owned Business Initiative

Attached is a red-lined draft of changes to the Commission's Minority and Women-Owned Business Initiative as proposed by Commissioner Harris. Mr. Harris believes that the goal of the Commission should be award of 30% of the value and quantity of all contracts to minority and women-owned businesses, as opposed to 30% participation in the bidding process by minority and women-owned businesses. The proposed changes amend the Policy Statement to clarify the Commission's goal.

Policy implementation should include monthly reporting by the Liaison to demonstrate his or her efforts and accomplishments, including but not limited to the number of contractors and/or vendors contacted regarding all bids; identification of any vendor and/or contractor deficiencies and efforts to remediate those deficiencies; bid results; and any other recruitment efforts.

Monthly reporting should also include an analysis of all procurement opportunities by category, including Public Works (Title 39, Code of Alabama) and Goods and Services governed by the Competitive Bid Law (Title 41, Code of Alabama.) Further breakdown should include Public Works above and under \$50,000 and various categories of goods (i.e., heavy equipment, detention supplies, clothing, communications, equipment, etc.) and services (i.e., landscaping, building systems maintenance, janitorial, food services, security, etc.)

Also attached is the Moore-Zeigler Group's report for September and October. Please let me know if I can provide additional information.

Florence Cauthen

From: Dan Harris
Sent: Monday, September 23, 2019 2:10 PM
To: Elton N. Dean, Sr.; Ronda Walker; Doug Singleton; Isaiah Sankey
Cc: Donald Mims; Florence Cauthen
Subject: The Zeigler Group (Minority and Women Business Initiative)

Fellow Commissioners:

You will recall that during the discussion of the renewal of the contract with the Zeigler Group for the administration of our Minority and Women Owned Business Initiative, it became apparent that there was some confusion as to the chief objective of the Initiative. The Zeigler Group was under the impression that the sole objective was to increase the participation of Minority and Women owned businesses in the procurement process. While this is certainly one of the objectives of the Initiative, the primary objective is to increase Minority and Women owned businesses participation in the County's contracting and procurement processes with the goal of a minimum of 30% participation.

Based on the foregoing, I volunteered to review the language of the Initiative and make the necessary modification to effectively communicate the objectives of the Initiative. I completed my review, made the proposed modifications, then attempted to schedule a meeting with the Zeigler Group to review the proposed modifications to ensure that the proposed language effectively communicated the Initiative's objectives.

I first asked the Deputy Administrator to schedule a meeting with the Zeigler Group in late June 2019. A meeting was subsequently scheduled for 2pm on August 7, 2019 with Carmen Zeigler. Ms. Zeigler cancelled that meeting prior to 2pm on the date that it was scheduled.

After some effort, another meeting was scheduled for September 19, 2019. Ms. Zeigler did appear at this meeting accompanied by retired Judge Charles Price. I proceeded to state the purpose of the meeting was to review the proposed modifications to the Initiative and ensure that the proposed language was sufficient to effectively communicate the objectives of the Initiative.

During the meeting, it became apparent that there existed a gross misunderstanding as to the nature of the County's Minority and Women Owned Business Initiative and its relation to the City's Minority Business Initiative. Judge Price stated, it was his understanding, that there had been an agreement between Chairman Dean and Mayor Strange to undertake a joint Initiative relative to Minority Businesses in Montgomery County.

As part of this alleged City/County agreement, the Zeigler Group was to administer the Initiative and the City and County would share in the compensation of the Zeigler Group for their work. I explained to Judge Price that no such agreement existed between the Montgomery County Commission and the City of Montgomery and proceeded to give him a copy of the County's agreement with the Zeigler Group and a copy of the County's Minority and Women Owned Business Initiative. He acknowledged his misunderstanding and excused himself from the meeting.

Thereafter, Ms. Zeigler refused to continue with the meeting accusing me of not wanting to see her, as an African American Woman, succeed. I have no idea where this came from. I did ask if she intended to continue with the contract with the Commission, she then got up to leave and on her way out the door stated "you will hear from my lawyer."

I have some serious concerns as to the appropriateness of the Zeigler Group going forward with the administration of the County's Minority and Women Business Initiative. I consider her reluctance, at first, then refusal to meet with this Commissioner extremely disrespectful and I find other statements made during the exchange, by Judge Price and Ms. Zeigler, deeply troubling. My recommendation is that the contract between the Montgomery County Commission and the Zeigler Group to administer the Minority and Women Owned Business Initiative be terminated and a new Request for Proposal be issued.

Dan Harris
District 1
Montgomery County Commission

Montgomery County Commission Minority and Women-Owned Business Initiative

Policy Statement

The Montgomery County Commission (MCC) is committed to:

- increase participation by Minority and Women-Owned Businesses (M/WBs) in the contracting and procurement processes in Montgomery County;
- ensure equal opportunity for M/WBs to participate in the contracting and procurement processes;
- prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the contracting and procurement processes; and
- achieve a minimum of 30% participation (as contractors and/or subcontractors) by M/WBs in the awarding and execution of county contracts and to increase M/WBs participation in the bidding process in Montgomery County.

Policy Implementation

The Montgomery County Commission will engage and/or hire a M/WB Liaison to assist Montgomery County's Purchasing Department in developing and executing a plan to implement the M/WB policy-Initiative in compliance with federal and state laws and Montgomery County purchasing procedures. The plan will include, but not be limited to, steps to accomplish the following:

- disseminate information on available business opportunities to ensure M/WBs are provided an equal opportunity to participate in the contracting and procurement processes;
- maintain and update a directory of M/WBs;
- make prospective contractors and vendors aware of the MCC's M/WB policy-Initiative;
- attend pre-bid/pre-proposal conference(s) to explain M/WB Initiative objectives and to respond to questions;
- review requests for bids/proposals prior to formal advertising or solicitation to make sure that proper instructions are included regarding the MCC's M/WB Initiative objectives; and
- maintain accurate and up-to-date records demonstrating M/WB Liaison's efforts and accomplishments; and
- monitor and track the status of W/MB participation as it relates to the goal of 30% minimum participation in the county's contracting and purchasing processes.

The plan will also establish procedures to ensure equal opportunity to compete in MCC's contracting and procurement processes such as:

- arrange solicitations, time for submission of bids/proposals, quantities, specifications, and deliveries to better facilitate the participation of M/WBs;
- implement informational programs on opportunities and procedures;

- assist and provide information on avenues of access on items such as the inability to obtain insurance, bonding, financing, and technical assistance;
- include the MCC's M/WB Initiative policy and objectives in requests for bids and proposals; and
- provide information and communication on contracting procedures, specifications and RFPs to M/WBs in a timely manner.

Recognition of M/WBs

To ensure that the MCC's M/WBs policy benefits businesses which are owned and controlled in both form and substance by minority individuals or women, the MCC shall recognize M/WB certification by the Alabama Department of Economic and Community Affairs (ADECA) or Federal 8-A certification.

ADECA eligibility requirements for certification by ADECA include but are not limited to the following:

1. A business must be at least 51 percent minority/woman-owned, controlled and operated on a daily basis
2. Must have been in operation for at least one year prior to applying for minority business certification status
3. Must have a legal presence (license) to operate in Alabama
4. Majority owner(s) must be a legal resident of the United States by birth or naturalization
5. Must be **socially disadvantaged** (defined as those individuals who have been subjected to racial or ethnic prejudice, sexual or cultural bias because of their identity as a member of a group without regard to their individual qualities)
6. Must be **economically disadvantaged** (defined as those individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities)
7. Must be a member(s) of an officially designated **socially disadvantaged group** such as African-American, Native American or Alaskan Native, Hispanic-American, Women, Asian-Pacific American, and Asian-Indian American.

Nothing in this policy and its implementation is to be construed to require MCC to award a bid and/or contract to any bidder other than the lowest responsible bidder or to require contractors to award subcontracts to or make purchases from M/WBs who do not submit the lowest responsible sub-bid.

The Montgomery County Commission

THE SMALL AND MINORITY BUSINESS SUPPORT INITIATIVE PROGRAM

**MEMORANDUM OF AGREEMENT
TO
PROVIDE CONTRACT SERVICES**

This Memorandum of Agreement between The Montgomery County Commission and the Moore-Zeigler Group, LLC, a contract services provider has an effective start date of July 1, 2019 and an ending date of June 30, 2020. During the period of the agreement Moore-Zeigler Group, LLC agrees to provide, at a rate of \$3,500.00 per month, not to exceed a total cost of \$42,000.00, the following services to the Montgomery County Commission

- **To serve as Program Manager to implement the Small and Minority Business Support Initiative Program.**
- **Develop Activities for Capacity Building to assist the small minority business owners in developing additional job scopes and capabilities.**
- **Coordinate Montgomery County Purchasing Department to understand county procedures and to participate in distribution of bids.**
- **Provide access to an updated database (DBENetworks) of small minority businesses selected to participate in the program.**
- **Ensure that accurate and current files and records of participants are created and oversee the preparation and submission of appropriate reports of the progress and status of the program.**

Performance Goals

The specific goals of the program are:

1. Increase the number of county contracts awarded to small and minority business firms by providing them with the tools and resources they need to enhance their favorability with prime contractors.
2. Utilizing these tools and resources to provide assistance to small and minority-owned firms in gaining access to capital through community and regional banks and financial institutions and acquiring bonding and insurance.
3. Provide job opportunities by matching the need for workers with prime contractors and large non-minority sub-contractors who have a past history of utilizing small minority-owned businesses as sub-contractors.
4. Implement a business development component to assist individual small minority-owned businesses to become more versatile by increasing their capabilities into areas related to, or that will enhance their main specialty allowing them to be more attractive to the prime contractors when selecting a sub-contractor.

Monitoring and Evaluation:

MZG will provide to the County a Quarterly written report detailing all activities performed on the County's behalf MZG will solicit feedback from the County as to any specific area or direction the County wishes to have addressed and request an evaluation of those activities from the County relative to the effectiveness all MZG activities.

Final Report:

Moore-Zeigler Group will provide to the County, a final detailed report at the completion of the 12-month period. The report will be submitted to the County 60 days after contract after the period is completed.

The Moore-Zeigler Group, LLC, fully understands that the \$3,500.00 per month fee covers all consultant costs to include, but are not limited to, food, lodging, travel, parking or the purchase of administrative supplies

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

Both, The Montgomery County Commission and The Moore-Zeigler Group, LLC concur that his agreement in no way represents full-time or permanent employment, nor does the contract services provider have a claim or right to any benefits paid to any employee of the Montgomery County Commission. The consultant is engaged as an Independent contractor and is not eligible for fringe benefits including retirement, medical insurance, FICA matching contributions, etc. with the County of Montgomery. Both parties understand that this agreement represents a contract relationship and that the contract service provider is fully responsible for paying their own taxes.



Carmen Moore-Zeigler
Moore-Zeigler Group LLC.

7-1-19

Date



Elton N. Dean Sr.
Chairman,
Montgomery County Commission

7-1-19

Date



Montgomery County Small Minority Business Initiative

September & October Report 2019

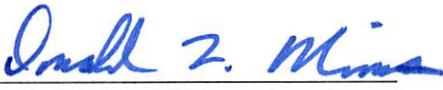
We invited some of minority contractors to a meeting with Goodwyn, Mills and Cawood to discuss the new park that is going to be build on Old Selma Highway. We had Gardner Construction, Avery Drywall and Better then Green to attend the meeting. Gardner Construction is interesting in being a sub-contractor on this project. We will introduce Gardner Construction to the prime contractor that wins the bid. Mr. Mims has ensured we have notice of bid openings and we have attended the ones that we receive notification on.

We have held meeting with Mr. Mims and his staff every two weeks. We supplied Mr. Williams with the names of a Janitorial Service that is willing to travel to remote locations within the county. Mr. Williams, and this business have talked. We supplied Lamar with a minority company that can install new lighting for the County. Lamar and this business have talked. We held a meeting with Johnny Raines of BD architect to discuss the current projects that his firm is working on for the County. We must keep an open line of communication with the architect firms that handle the project for Montgomery County.

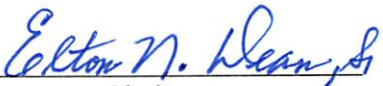
All bid notifications that we receive were sent to minority company that were qualified to do those jobs. We are scheduling a meet and greet between Lamar and some of our SMB contractor. This will give them an opportunity to introduce themselves to Lamar and give them an opportunity to work on smaller projects that don't require million dollars bonds.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 18, 2019, at 8:00 in the morning.



Administrator



Chairman