



# INFORMATION SESSION

8:30 AM - September 21, 2020

Montgomery County Courthouse, Annex III

Page

## CALL TO ORDER AND WELCOME AT 8:30 A.M.

## PRAYER

## BRIEFING OF AGENDA AND SCHEDULED ATTENDEES

Administrator Cauthen

## WAIVED RULES ITEMS

1. Consider Authorization of Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Assured Partners. 3  
**Presenter:** Holly Leverette  
[Agenda Item Memo - 20-063 - Pdf](#)
2. Consider Authorization of Commercial Crime - Employee Dishonesty Insurance Renewal Liberty Mutual Surety - The Ohio Casualty Insurance Company, Secured through Assured Partners. 4  
**Presenter:** Holly Leverette  
[Agenda Item Memo - 20-064 - Pdf](#)
3. Consider Authorization of Cyber Liability Insurance Renewal with Axis Insurance, Secured through Assured Partners. 5  
**Presenter:** Holly Leverette  
[Agenda Item Memo - 20-065 - Pdf](#)
4. Consider Authorization of Excess Workers Compensation Insurance Renewal through Safety National/Midlands Insurance Program, Secured through Insurance Solutions Group. 6  
**Presenter:** Holly Leverette  
[Agenda Item Memo - 20-067 - Pdf](#)
5. Consider Granting Signature Authorization to the Chairman to sign CARES Act Reimbursement Claims on Behalf of Montgomery County. 7 - 8  
**Presenter:** Holly Leverette  
[Agenda Item Memo - 20-071 - Pdf](#)
6. Consider Authorization of 2020 ADECA Equipment Grant, Sheriff's Office 9  
**Presenter:** Regina Walker  
[Agenda Item Memo - 20-060 - Pdf](#)

- |    |                                                                                                                                                                               |         |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 7. | Consider Authorization of Bid Award to Supreme Cleaning, Inc., regarding Janitorial Services for Poll Locations, Bid Number 51910-20B-026, Probate Judge's Office (Elections) | 10 - 13 |
|    | <b><u>Presenter:</u></b> Darryl Parker<br><a href="#">Agenda Item Memo - 20-072 - Pdf</a>                                                                                     |         |
| 8. | Consider Adoption of Resolution to Request Attorney General's Opinion on Allocation of One Cent Sales Tax to Start-Up Charter Schools                                         | 14 - 15 |
|    | <a href="#">Agenda Item Memo - 20-070 - Pdf</a>                                                                                                                               |         |

#### FUTURE AGENDA ITEMS

- |     |                                                                                                                                                                                             |         |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 9.  | Consider Authorization to Sell a 2014 Ford PPV Utility Vehicle to the Perry County Sheriff's Office at a Price to be Negotiated by Sheriff Cunningham, Sheriff's Office                     | 16 - 17 |
|     | <b><u>Presenter:</u></b> Derrick Cunningham<br><a href="#">Agenda Item Memo - 20-062 - Pdf</a>                                                                                              |         |
| 10. | Consider Authorization of Contract Renewal with Information Transport Solutions, Inc. for Internet Access Services, Information Technology                                                  | 18 - 28 |
|     | <b><u>Presenter:</u></b> Rodney Smith<br><a href="#">Agenda Item Memo - 20-057 - Pdf</a>                                                                                                    |         |
| 11. | Consider Authorization of Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC located at 7625 Jessie Reid Lane for October 18, 2020 Event, Montgomery, AL 36105 | 29 - 31 |
|     | <a href="#">Special Events Alcohol License Application - Rancho El Paraiso</a>                                                                                                              |         |
| 12. | Consider Authorization of 2021 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Dan Harris, County Commission                                                  | 32      |
|     | <a href="#">Leadership Membership Dues Invoice (Daniel Harris, Jr.)</a>                                                                                                                     |         |
| 13. | Consider Authorization of Bid Award to Hampton Lawn Services for Montgomery County Parks Grounds Maintenance, Bid Award Number 51901-20B-024, Parks and Recreation                          | 33 - 36 |
|     | <a href="#">Agenda Item Memo - 20-068 - Pdf</a>                                                                                                                                             |         |

#### GENERAL INFORMATION ITEMS

- |     |                                                              |         |
|-----|--------------------------------------------------------------|---------|
| 14. | Montgomery Community Action Agency Board Member Appointments | 37 - 38 |
|     | <a href="#">Agenda Item Memo - 20-061 - Pdf</a>              |         |

#### RECESS TO FORMAL SESSION



## Agenda Item Memo

**Re:** Excess Liability Insurance Renewal  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Holly Leverette, Director of Risk Management

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### **BACKGROUND INFORMATION:**

Updated applications were submitted to the underwriters for renewal quote for Excess Liability Insurance with States Self-Insurers Risk Retention Group, Secured through Assured Partners. The current premium is \$196,566 with a \$5M limit with a \$750,000 deductible. Staying at the same limit with the same deductible The County will see a 12% increase in premium bringing the annual premium to \$220,694. The increase is due to an increase in reinsurance & the number of vehicles self-insured by the County. Most municipalities in the State's book of business received at least a 15% increase – some a great deal more.

Due to the delay in receiving the quote , I am requesting authorization for this renewal be placed on today's agenda for approval as a waive rules item.

### **RECOMMENDATION:**

I am recommending that we renew the Excess Liability Insurance with States Self-Insurers Risk Retention Group, Secured through Assured Partners as is at a renewal rate of \$220,694.



## Agenda Item Memo

**Re:** Commercial Crime - Employee Dishonesty Insurance Renewal  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Holly Leverette, Director of Risk Management

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### **BACKGROUND INFORMATION:**

Applications have been submitted to the underwriters for renewal quote for Commercial Crime - Employee Dishonesty Insurance Renewal with Liberty Mutual Surety Company, Secured through Assured Partners. The current annual premium is \$157 with a \$250,000 limit with a \$1,000 deductible per occurrence. Staying at the same limit with the same deductible the annual premium will be \$201. The increase is due to updated applications increasing the number of County employees handling payments.

Due to the delay in receiving the quote, I am requesting authorization for this renewal be placed on the agenda for approval as a waive rules item.

### **RECOMMENDATION:**

I am recommending that we renew the Commercial Crime - Employee Dishonesty Insurance with Liberty Mutual Surety - The Ohio Casualty Insurance Company, Secured through Assured Partners as is.



# Agenda Item Memo

**Re:** Cyber Liability Insurance Renewal  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Holly Leverette, Director of Risk Management

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## **BACKGROUND INFORMATION:**

Applications have been submitted to the underwriters for renewal quote Cyber Liability Insurance Renewal with Axis Insurance, Secured through Assured Partners. The current premium is \$17,867 with a \$1M limit with a \$25,000 retention. Staying at the same limit with the same retention The County will see an approximate 4% increase in premium bringing the annual premium to \$18,523. Renewal enhancements to the policy - Business Interruption now includes Voluntary Shutdown coverage. This renewal increase is due to standard market condition increases. We were provided two additional quotes from Axis. Both would require the County to increase its retention to \$50,000. The first would allow us to keep our limit at \$1M saving \$1,420 annually. The second would increase the limit to \$2M increasing the annual premium by \$5,930.

Due to the delay in receiving the quote , I am requesting authorization for this renewal be placed on today's agenda for approval as a waive rules item.

## **RECOMMENDATION:**

I am recommending that we renew the Cyber Liability Insurance with Axis Insurance, Secured through Assured Partners as is.



## Agenda Item Memo

**Re:** Excess Worker's Compensation Insurance Renewal  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Holly Leverette, Director of Risk Management

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### **BACKGROUND INFORMATION:**

I have received a premium indication for the October 1, 2020 Excess Workers Compensation Insurance renewal. The current premium is \$74,560. The projected renewal premium is a net increase of 5% or an annual premium of \$78,273. This renewal increase is due to standard market condition increases.

Due to the delay in receiving the quote , I am requesting authorization for this renewal be placed on today's agenda for approval as a waive rules item.

### **RECOMMENDATION:**

I am recommending renewing the Excess Workers Compensation Insurance through Safety National/Midlands Insurance Program, Secured through Insurance Solutions Group with an annual premium of \$78,273.



## Agenda Item Memo

**Re:** CARES Act Reimbursement Signature Authorization  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Holly Leverette, Director of Risk Management

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### **BACKGROUND INFORMATION:**

We are ready to submit our first CARES Act Reimbursement and need the Chairman to be given the authorization to sign the claims.

### **ATTACHED:**

[CARES Act Claim Certification & Assurance](#)

## CERTIFICATION AND ASSURANCE

I, \_\_\_\_\_ am the \_\_\_\_\_ of  
*(Name of Signatory)* *(Title)*

\_\_\_\_\_  
*(State Agency, Local Government, or Non-Governmental Entity)*

and I certify under penalty of perjury that:

1. I have the authority on behalf of \_\_\_\_\_ (hereinafter "Entity") to request payment from the State of Alabama ("State") of funding from the Coronavirus Relief Fund pursuant to section 601(b) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making an award to the Entity.
3. Entity's proposed uses of the funds provided will be used only to cover those costs that—
  - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Entity; and
  - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.
4. The necessary expenditures charged to or made against this award will be only those expenditures to prevent, prepare for, and respond to coronavirus and no other purpose.
5. Funds received from this award will not be used to replace or supplant any other funding nor to fill or prevent revenue shortages.
6. The recipient agrees to maintain records concerning the funds provided in this award. Such records must be available for review or audit by appropriate officials of a federal and pass-through agency.
7. If federal or State authorities determine that funds received from this award were expended by the Entity for a purpose other than those authorized by law (hereinafter "unauthorized expenditures"), then Entity agrees to pay any financial penalties and costs associated therewith resulting from such unauthorized expenditures. If the State is required to pay any penalties or costs associated therewith resulting from an unauthorized expenditure by Entity, the Entity agrees to reimburse the State in whole. Entity acknowledges that the State, through the Department of Finance, may be required to file a claim with the State Board of Adjustment against the Entity to recoup penalty payments made by the State on behalf of Entity. In the event that a Board of Adjustment claim is necessary as described in this paragraph, Entity agrees to consent to payment of the claim.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# Agenda Item Memo

**Re:** ADECA Grant Opportunity  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Regina Walker, Grant Manager

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## **BACKGROUND INFORMATION:**

We are requesting your approval to pursue the Alabama Department of Economic and Community Affairs (ADECA) Equipment Grant. The equipment grant program is designed to assist in enhancing and/or replacing law enforcement equipment throughout the State of Alabama.

Funds are allocated to improve the effectiveness and efficiency of criminal justice systems, processes, and procedures.

## **FINANCIAL IMPACT:**

\$24,000

## **RECOMMENDATION:**

The staff recommends the approval of this funding opportunity. The grant has no match requirements.



## Agenda Item Memo

**Re:** Invitation to Bid - Janitorial Services for Poll Locations  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Darryl Parker, Director of Elections

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### **BACKGROUND INFORMATION:**

Request for rules to be waived and approval of award on the above reference Invitation to Bid to the low bid of Supreme Cleaning, Inc., in the amount of \$38,400.00 be placed on the September 21, 2020 agenda for the County Commission meeting. (Copy of spreadsheet attached.)

Coordination of award made with Judge J C Love, Probate and Darryl Parker, Elections.

### **ATTACHED:**

[Janitorial Services for Poll Locations - Bid Tabulations](#)

TO:           Members, Montgomery County Commission  
              *Elton Dean, Chairman*  
              *Ronda Walker, Vice Chairman*  
              *Dan Harris*  
              *Isaiah Sankey*  
              *Doug Singleton*

              Administrator, Montgomery County  
              *Florence Cauthen*

FROM:       The Montgomery County Election Center  
              *Darryl Parker, Director of Elections*

DATE:       September 15, 2020

RE:           **CARES Act Polling Place Cleaning Contract**

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Please find the attached list of bids for the cleaning of county polling places *before* and *after* the General Election on November 3, 2020.

The Purchasing Department assisted with the request for bids. We received the final tabulation today. For CARES Act monies to cover this expense it must be included on an application due to the Secretary of State by *October 2*. We are asking that the County Commission waive the rules and select a vendor at the *September 21* meeting for that reason.

If I may provide you with any other information, please do not hesitate to contact me.

**Purchasing Department  
Montgomery County Commission**

| ABSTRACT FOR BIDS:                     |                                                                |       |     | BID # 1                                                                                                                                                          |                    | BID # 2                                                                                                                                                                      |                    | BID # 3                                                                                                                                                              |                     | BID # 4                                                                                                                                                                           |                    | BID # 5                                                                                                                                                                      |                    |
|----------------------------------------|----------------------------------------------------------------|-------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| INVITATION TO BID NO: 51910-20B-026    |                                                                |       |     | <b>P &amp; P Services</b><br>4124 Brooktree Road<br>Montgomery, AL 36116<br>pandpservices@gmail.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                    | <b>Eagle Cleaning Services, Inc.</b><br>521-H Oliver Road<br>Montgomery, AL 36117<br>michelle@eaglecleaning.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                    | <b>Joshua Agency, LLC</b><br>1118 Carston Point Circle<br>Montgomery, AL 36117<br>coryj222001@yahoo.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                     | <b>Performance Property Servicing, Inc.</b><br>2712 7th Avenue South<br>Birmingham, AL 35233<br>lee@aimtoperform.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                    | <b>JanPro North Alabama</b><br>234 Aquarius Drive, Ste. 106<br>Homewood, AL 35209<br>rhonda.gilbert@jan-pro.com<br>Minority Owned Yes <input checked="" type="checkbox"/> No |                    |
| DATE ISSUED: August 27, 2020           |                                                                |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
| DATE OPENED: September 15, 2020        |                                                                |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
| REQUESTING DEPARTMENT: Election Center |                                                                |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
| 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                                      | Janitorial Services for 48 Poll Locations in Montgomery County | lot   | 1   | \$52,500.00                                                                                                                                                      | \$52,500.00        | \$80,050.00                                                                                                                                                                  | \$80,050.00        | \$100,000.00                                                                                                                                                         | \$100,000.00        | \$47,520.00                                                                                                                                                                       | \$47,520.00        | \$58,000.00                                                                                                                                                                  | \$58,000.00        |
|                                        | 1st Cleaning Oct. 23, 2020 - Nov. 1, 2020                      |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
|                                        | 2nd Cleaning Nov. 4, 2020 - Nov. 10, 2020                      |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
|                                        | Total Cost Items 1-48                                          |       |     |                                                                                                                                                                  |                    |                                                                                                                                                                              |                    |                                                                                                                                                                      |                     |                                                                                                                                                                                   |                    |                                                                                                                                                                              |                    |
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| <b>TOTAL BID AMOUNTS</b>               |                                                                |       |     |                                                                                                                                                                  | <b>\$52,500.00</b> |                                                                                                                                                                              | <b>\$80,050.00</b> |                                                                                                                                                                      | <b>\$100,000.00</b> |                                                                                                                                                                                   | <b>\$47,520.00</b> |                                                                                                                                                                              | <b>\$58,000.00</b> |

**Purchasing Department  
Montgomery County Commission**

| ABSTRACT FOR BIDS:                     |                                                                |       |     | BID # 6                                                                                                                                                           |                 | BID # 7                                                                                                                                                                      |                 | BID # 8                                                                                                                                                                                 |                 | BID # 9                                                                                                                                                         |                 | BID # 10   |                 |
|----------------------------------------|----------------------------------------------------------------|-------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------------|
| INVITATION TO BID NO: 51910-20B-026    |                                                                |       |     | Canon Janitorial Service<br>7924 Mossy Oak Drive<br>Montgomery, AL 36117<br>orlando.cannon@gmail.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                 | Workable Solutions<br>2778 Gunter Park Drive East,<br>Ste. A-B<br>Montgomery, AL 36109<br>tyron.works@wsips.net<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                 | B and A Janitorial<br>Cleaning Service<br>624 Williamson Road<br>Montgomery, AL 36109<br>bandajanitorialcleaning@gmail.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                 | Supreme Cleaning, Inc.<br>P.O. Box 231493<br>Montgomery, AL 36123<br>clewis@supremecleaninginc.com<br>Minority Owned <input checked="" type="checkbox"/> Yes No |                 |            |                 |
| DATE ISSUED: August 27, 2020           |                                                                |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
| DATE OPENED: September 15, 2020        |                                                                |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
| REQUESTING DEPARTMENT: Election Center |                                                                |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
| 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                                      | Janitorial Services for 48 Poll Locations in Montgomery County | lot   | 1   | \$61,130.00                                                                                                                                                       | \$61,130.00     | \$138,800.00                                                                                                                                                                 | \$138,800.00    | \$55,682.23                                                                                                                                                                             | \$55,682.23     | \$38,400.00                                                                                                                                                     | \$38,400.00     |            |                 |
|                                        | 1st Cleaning Oct. 23, 2020 - Nov. 1, 2020                      |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
|                                        | 2nd Cleaning Nov. 4, 2020 - Nov. 10, 2020                      |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
|                                        | Total Cost Items 1-48                                          |       |     |                                                                                                                                                                   |                 |                                                                                                                                                                              |                 |                                                                                                                                                                                         |                 |                                                                                                                                                                 |                 |            |                 |
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| TOTAL BID AMOUNTS                      |                                                                |       |     |                                                                                                                                                                   | \$61,130.00     |                                                                                                                                                                              | \$138,800.00    |                                                                                                                                                                                         | \$55,682.23     |                                                                                                                                                                 | \$38,400.00     |            |                 |

Notes:  
Page 13 of 38



# Agenda Item Memo

**Re:** Request for Attorney General's Opinion  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Florence Cauthen, Administrator

---

## **BACKGROUND INFORMATION:**

LEAD Academy, a start-up public charter school, has requested an allocation of the one cent sales tax collected for public schools in Montgomery County. At its last meeting, the Commission agreed to an Attorney General's opinion to determine if LEAD Academy, or any future start-up public charter school, can receive an allocation of the one cent sales tax.

LEAD Academy has also requested an Attorney General's opinion on the allocation.

## **RECOMMENDATION:**

I request that rules be waived and the attached resolution be adopted.

## **ATTACHED:**

[County AG Opinion Resolution](#)

## **RESOLUTION**

WHEREAS, on September 12, 2011, the Montgomery County Commission levied a county-wide one cent sales tax under Act Number 89 of the Acts of the 1975 Legislature to be used for Montgomery County Public School educational purposes; and

WHEREAS, the Montgomery County Commission presently allocates the county-wide one cent sales tax to Montgomery County Board of Education (MPS) and Pike Road City Schools Board of Education (PRS) based on the ratio provided by the Alabama State Department of Education Foundation Program;

WHEREAS, LEAD Academy, a start-up public charter school, has requested to share in the allocation of the county-wide one cent sales tax; and

WHEREAS, LEAD Academy is not included in the Alabama State Department of Education Foundation ratio; and

WHEREAS, there is no agreement between MPS or PRS with LEAD Academy to share the county-wide one cent sales tax; and

WHEREAS, Section 16-6f-10 of the Code of Alabama addresses the maximum funding of start-up public charter schools;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby request an opinion from the Attorney General of the State of Alabama to determine if the Montgomery County Commission can allocate a portion of the county-wide One Cent Education Sales Tax directly to LEAD Academy, a start-up public charter school (or any future start-up public charter school) that provides educational services to students whose residences lie predominantly within the district boundaries of the Montgomery County Board of Education and/or the Pike Road City Schools Board of Education, thereby reducing the allocation to the Montgomery County Board of Education and Pike Road City Schools Board of Education, without their approval to share the tax.



## Agenda Item Memo

**Re:** Request for Sale of (1) MCSO Vehicle  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Derrick Cunningham, Sheriff

---

### **BACKGROUND INFORMATION:**

I am in receipt of the attached email from Perry County Sheriff's Office whereby they are requesting to purchase one (1) of our fleet vehicles, to-wit:

MCSO Vehicle #6483  
2014 Ford PPV Utility Vehicle  
White in Color

If you have any questions, please let me know.

DC/crv

encl.

### **ATTACHED:**

[Perry Co SO](#)

## Christie Vazquez

---

**From:** Wesley Richerson  
**Sent:** Tuesday, September 8, 2020 10:08 AM  
**To:** Christie Vazquez  
**Subject:** FW: Sheriff Billy Jones Vehicle interest

Christie,

Can you please request that this be put on the next agenda? Thank you.

*Confidence is the feeling you have just before you fully understand the odds. Courage is what you take with you to beat them (The Daily Walk, NLT, Joshua 1:1-9).*

**Captain Wesley Richerson**  
Administrative Division Commander  
Montgomery County Sheriff's Office  
115 S. Perry Street  
Montgomery, AL 36104  
Office: 334.832.7789

---

**From:** Lashonda Reed <ms\_l\_reed@yahoo.com>  
**Sent:** Saturday, September 5, 2020 8:22 PM  
**To:** Wesley Richerson <WesleyRicherson@mc-ala.org>  
**Subject:** Fw: Sheriff Billy Jones Vehicle interest

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

09/04/2020

From : Sheriff Billy Jones  
Perry County S.O.

To: Sheriff Derrick Cunningham  
Montgomery Co S.O.

I am interested in purchasing vehicle #6483, 2014 utility, white in color, for The Perry County Sheriff's Office.

Thank You,  
Sheriff Billy Jones



# Agenda Item Memo

**Re:** Contract Renewal for Dedicated Internet Access Services  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Rodney Smith, Interim Director of Information Systems

---

## **BACKGROUND INFORMATION:**

Back on November 1, 2017, the County established a master services agreement with ITS to provide dedicated internet access services for the County. ITS has provided excellent service and support for the County over the last three years. I have attached the signed copy of the master services agreement already on file for reference.

## **FINANCIAL IMPACT:**

This contract renewal with ITS will reduce the current monthly cost of internet access services from \$750 to \$700. The new three-year contract will result in a savings of \$1,800 over the next three years for the County.

## **RECOMMENDATION:**

I am requesting that the County Commission approve the attached contract renewal with ITS that will reduce the monthly cost for internet services using the State of Alabama contract pricing listed under T413.

## **ATTACHED:**

[QuoteInternetService1GbpsOct2020](#)

[Fully Executed Internet Service Contract 2017-11-01](#)

Price Quote (valid for 90 days)

|                                                    |                                                |                                          |
|----------------------------------------------------|------------------------------------------------|------------------------------------------|
| <b>Offer Date:</b> September 3, 2020               |                                                |                                          |
| <b>Description:</b> 1 Gbps Internet Access Service |                                                |                                          |
| <b>Opp. Number:</b> 080320-1                       |                                                |                                          |
| <b>Requested By:</b>                               | Montgomery County<br>Commission – Rodney Smith | RodneySmith@mc-ala.org<br>(334) 832-1396 |
| <b>Offered By:</b>                                 | Uniti Fiber, Inc. – Steve Meany                | Steve.Meany@uniti.com<br>(334)567-1993   |

|                      |                                                                                   |
|----------------------|-----------------------------------------------------------------------------------|
| <b>Locations</b>     | <i>Note: For Ethernet orders, "A" is Remote location and "Z" is Host location</i> |
| <b>Location:</b>     | RSA Data Center, 445 Dexter Avenue, 6 <sup>th</sup> Floor, Montgomery, AL, 36104  |
| <b>CPE Location:</b> | ITS, Uniti Fiber, NNI Montgomery RSA Data Center                                  |

| Selection | Service                                                            | Term | Monthly Recurring Charge | Non-Recurring Charge |
|-----------|--------------------------------------------------------------------|------|--------------------------|----------------------|
|           | 1 Gbps Internet Access<br>Services Starting on October 11,<br>2020 | 36   | \$700                    | \$0.00               |

| Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>The term is 36 months with 2 additional twelve month extensions.</li> <li>Bandwidth can be upgraded within term.</li> <li>ITS standard Internet includes a /30 IP address range only. Additional IPv4 can be provided at an additional cost.</li> <li>The service and quote is based on the State of Alabama, Department of Finance, Division of Purchasing, Contract for Network Services; Ethernet/Enterprise Internet, T413; Master Agreement Number MA 999 190000000354, Awarded 10/1/19.</li> </ol> |

Monthly Invoice to be sent to:

Montgomery County Commission  
Attn: Finance Department  
PO Box 1667  
Montgomery, AL 36102

To accept the quote and indicate your acceptance of delivery, please provide your signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Pricing is valid for 90 days; after that period, the Offer will need to be reviewed and pricing confirmed.

**Information Transport Solutions, Inc.  
Master Services Agreement – Internet Access  
Contract**

This master services agreement (the “Master agreement”) is to be effective by and between Information Transport Solutions, Inc. (“ITS”), with principal offices at 335 Jeanette Barrett Industrial Blvd, Wetumpka, AL 36092 and the Montgomery County Commission (“Customer”), with principal offices at 101 South Lawrence Street, Montgomery, AL 36102. This Master Agreement is entered into as of November 1, 2017.

Both parties desire to enter into this Master Agreement in order to set forth the general terms under which ITS is to provide the Customer with a managed Internet service. The managed Internet service is set forth in work orders executed by both parties (each “Work Order” or collectively the “Work Orders”), which shall be incorporated in this Master Agreement upon execution. This Master Agreement and each Work Order hereunder will only be effective after both parties, who have full power, authority and legal right to enter into and perform fully obligations under this Agreement; have signed each such respective document. Both ITS and the Customer each waive their right of subrogation against each other. The terms of this Master Agreement shall apply to each Work Order unless otherwise specified in such Work Order.

The parties hereby agree to the following:

**1. Services.**

During the Service Period, ITS shall provide the service(s) to Customer at the site(s) identified in each Work Order (the “Service” or “Services”). In addition to complying with the terms of this Master Agreement, ITS agrees to provide Services in accordance with all performance criteria and standards set forth below:

i. Contract will be awarded for a 36 month period November 1, 2017 – October 31, 2020.

ii. Renewals will be executed at the Customer’s discretion provided:

- Request to exercise renewal option is put in writing by the customer. (renewals may not exceed 3 years or the term of the original contract, whichever is longer)
- Terms and conditions as set forth in the initial contract and any written amendments signed by both parties remain the same.
- Renewal does not include any compensation for costs associated with the renewal.
- Renewal is contingent upon satisfactory performance evaluations by the customer.

iii. Monthly Price – 1Gbps Internet - \$750.00 monthly.

iv. Other Service Fees: One Time Install: \$0.00.

**2. Standard Payment Terms.**

- i. Payment of the Service Fee shall be made within thirty (30) days of the date of any invoice therefore. Customer shall begin receiving invoices for the Service upon and from the Start Date of the Service.
- ii. Customer will be responsible for all expenses (including reasonable attorney’s fees) incurred by ITS in collecting past due amounts.

**3. Trouble Reports.**

ITS will provide Customer with a toll-free telephone number the Customer may use/call to report problems. During Business Hours, ITS shall provide a telephone response to such problem calls within two (2) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within four (4) hours of receiving Customer’s call reporting the problem. During non-business hours, ITS shall provide a telephonic response to such calls within twenty- four (24) hours, and, if necessary, exercise commercially reasonable efforts to provide a physical response within eight (8) hours of receiving Customer’s call reporting the problem.

**4. Mediation.**

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 refer the dispute to mediation.

parties shall endeavor to settle the dispute by non-binding mediation. The location of the non-binding 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 precedent to any other form of binding dispute resolution. If the parties cannot 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 Alabama.

**5. Suspension of Service; Termination; Breach.**

Customer shall be in default under this Master Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and fails to correct such non-compliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other non-compliance:

- i. Customer is more than thirty (30) days past due with respect to any payment required hereunder;
- ii. Customer otherwise has failed to comply with the terms of this Master Agreement or any Work Order hereto:

In the event Customer is in default hereunder, ITS shall have the right, at its option, and in addition to any other remedies it may have, to (I) immediately suspend services to the Customer until such time as the underlying noncompliance has been corrected (without affecting Customer's on-going obligation to pay ITS the Service Fee as if such suspension of Service had not taken place); (II) terminate the applicable Work Order(s); or (III) after the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Master Agreement and/or any or all the applicable Work Orders.

6. Montgomery County Commission and Information Transport Solutions, Inc. reserve the right to cancel this contract at any time during the contract period, providing either party gives a ninety (90) day written notice.

**7. Default by Information Transport Solutions, Inc.**

Information Transport Solutions, Inc. shall be in default under this Agreement if Information Transport Solutions, Inc. fails to comply with the terms of this Agreement and/or any or all of the applicable Work Order(s), and Information Transport Solutions, Inc. fails to remedy each such noncompliance or occurrence within 30 days of receipt of written notice from the Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance.

Customer shall have the right, at its option and in additions to any other remedies it may have, to terminate any applicable Work Order(s), if the underlying event of default and/or noncompliance by Information Transport Solutions, Inc. is limited to Services provided under the applicable Work Order(s) or this Agreement, if such noncompliance is not so limited, provided that Information Transport Solutions, Inc. diligent efforts to correct such breach are not commenced and pursued within 30 days after Information Transport Solutions, Inc's receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.

8. Information Transport Solutions, Inc. hereby agrees to indemnify, hold harmless, and defend the Customer, its elected and appointed officials, employees, agents, and legal representatives against any claims, demands, causes of action, lawsuits, liabilities, costs, and expenditures, of any kind, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the terms, conditions, and performance of this Agreement, excepting only such claims, demands, causes, of action, lawsuits, liabilities, and costs solely attributable to the gross negligence or willful misconduct of the Customer or its employees and agents.. If any Litigation shall arise between Information Transport Solutions, Inc. and the Customer it shall take place in Montgomery County, Alabama.

**9. Immigration**

Information Transport Solutions, Inc. affirms, for the duration of the agreement, will not violate immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if Information Transport Solutions, Inc. is 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.

**10. Notices.**

Any notices to be given under this Master Agreement shall be validly given or served only if in writing and sent by

nationally recognized overnight delivery service or certified mail (return receipt requested), to the following addresses:

If to ITS: Information Transport Solutions, Inc.  
335 Jeanette Barrett Industrial Blvd.  
Wetumpka, AL 36092  
Attn: Jeff D. Drury

If to Customer: Montgomery County Commission  
Address: 101 South Lawrence  
Street Montgomery,  
AL 36102

Each party may change its respective address(es) for legal notice hereunder by providing the other with notice in accordance herewith.

**NOW THEREFORE**, ITS and Customer agree to the terms and conditions included within this Master Agreement and hereby execute this Master Agreement by their duly authorized representatives.

Information Transport Solutions, Inc.

By: [Signature]

Name: Jeff Drury

Title: CEO

Date: 11/1/17

Montgomery County Commission

By: [Signature]

Name: Elton N. Dean, Sr.

Title: Chairman

Date: 11/1/17

## Attachment 1

### Information Transport Solutions, Inc. SERVICE LEVEL ATTACHMENT

ATTACHMENT 1 TO  
Service Order dated \_\_\_\_\_, 2017

Under the SERVICES AGREEMENT  
BY AND BETWEEN Information Transport Solutions, Inc. AND the  
Montgomery County Commission

DATED November 1, 2017

*(This Attachment 1 applies only to fiber-based internet/data Services.)*

1. ITS, Inc. Network Operations Center: 866.512.8324

Information Transport Solutions, Inc. ("ITS, Inc.") operates and maintains the ITS, Inc. Network Operations Center, which is staffed 24 hours a day, 7 days a week, 365 days a year. To report suspected problems with your fiber-based Service(s) call the ITS, Inc. Network Operations Center for support – 866-512-8324

a. Trouble Reporting Process. Provide the following information when calling the ITS NOC:

- |                                                  |                                       |
|--------------------------------------------------|---------------------------------------|
| • Company name                                   | • Company Contact name and number     |
| • Your name                                      | • Nature of observed trouble          |
| • Your phone number                              | • Is Service(s) released for testing? |
| • Customer trouble ticket number (if applicable) | • Time of trouble onset               |

Once our ITS NOC representative has received all of this information, a Customer Trouble Ticket will be assigned and investigation of your report will begin. After the status of your report has been determined, the ITS NOC will contact your designated contact individual at the appropriate number to discuss the findings.

If necessary, ITS shall endeavor to have a maintenance employee at the Service Location requiring unscheduled maintenance work, within four (4) hours after the time ITS becomes aware of an event requiring such unscheduled maintenance, unless delayed by circumstances beyond the reasonable control of ITS. In the event that any maintenance hereunder requires a traffic/truck roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the Customer, then Customer shall, at ITS's reasonable request, make such personnel of Customer available as may be necessary in order to accomplish such maintenance. Such Customer personnel shall coordinate and cooperate with ITS in performing such maintenance as required of ITS hereunder. In event it is determined that any trouble resulting in a traffic/truck roll was necessitated/caused by Customer or its agents or contractors, ITS shall have the right to charge and Customer shall pay ITS's then current rates for such traffic/truck roll and associated work.

- b. ITS, Inc. Network Operations Center Escalation List. The purpose of escalations is to ensure that adequate resources are mobilized quickly and tracked appropriately and that the underlying Service issue is resolved in the shortest possible time. To that end, the ITS NOC provides an escalation list to our customers and service partners for the purpose of escalations within the ITS NOC. Customer shall utilize the ITS NOC Escalation List, as updated from time to time, to report and seek immediate initial redress for Service exceptions observed/experienced. The current ITS NOC Escalation List is on the following page.

## ITS, INC. NETWORK OPERATIONS CENTER ESCALATION LIST

Table 1.

| Escalation Level                 | ITS, Inc. NOC: 866-512-8324<br>Name/Title/Email                                                                               | Contact Numbers                          |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| 1 <sup>st</sup> Level<br>1 Hour  | ITS NOC                                                                                                                       | 866-512-8324                             |
| 2 <sup>nd</sup> Level<br>2 Hours | ITS NOC Lead Engineer                                                                                                         | 866-512-8324                             |
| 3 <sup>rd</sup> Level<br>3 Hours | ITS NOC Manager<br>Charles Carter<br><a href="mailto:charles.carter@its-networks.com">charles.carter@its-networks.com</a>     | 334-567-3105 office<br>334-651-2440 cell |
| 4 <sup>th</sup> Level<br>4 Hours | VP Operations Wetumpka<br>Rodney Maddox<br><a href="mailto:rodney.maddox@its-networks.com">rodney.maddox@its-networks.com</a> | 334-567-3105 office<br>334-651-2440 cell |

2. **Service Level Guarantee and Credits:** Information Transport Solutions will issue credit allowances for service outages as set forth below upon Customer' written request, which will appear on the next invoice following processing. A service outage begins when customer reports the outage to the appropriate ITS number (s) to open a trouble ticket or responds to an outage notification from ITS. The service outage ends when the affected circuit is fully operational upon confirmation by the end user or successful testing by ITS. No credits will be given for outages that are (a) caused by customer or an end user; (b) due to failure of power or equipment provided by customers or 3<sup>rd</sup> parties; (c) during any period in which ITS is not given access to the service premises; (d) part of a planned outage for maintenance; or (e) due to a force majeure event. Services provisioned entirely on ITS Network will be credited at 1/1440 of the monthly recurring charges per 30 minute outage up to and including a 24-hour period, or if an outage is greater than 24 hours, at 1/144 of the monthly recurring charges per 3 hour outage. If 3 or more trouble tickets have been opened for a particular service in a 30-day period for Service Interruptions totaling an aggregate of 6 hours of Service Interruption in that 30 day period, and the cause of outage is determined to be in ITS's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a Chronic Trouble Service. Customer may disconnect the Chronic Trouble Service without incurring a Termination Liability.

| Performance Parameters       | Objectives                              |
|------------------------------|-----------------------------------------|
| Packet Delivery              | 99.99% from customer edge to ITS edge   |
| In-Sequence Delivery         | 99.99% from customer edge to ITS edge   |
| Latency                      | 10 ms one-way customer edge to ITS edge |
| Jitter                       | 5 ms one-way customer edge to ITS edge  |
| Frame Loss Rate              | 99.99%                                  |
| Network Service Availability | 99.99%                                  |

3. **Service Level Agreements:** Information Transport Solutions shall perform in accordance with the following SLA:

- a. **Information Transport Solutions Edge:** Information Transport Solutions edge is the first routed hop beyond ITS owned routing hardware. This is the point at which it leaves the ITS network and enters the upstream providers' network. At this point ITS does not have control over the IP packet and cannot insure the integrity of the network.
- b. **Port Availability:** Port availability for Internet Service is 99.99%. Port availability is a measurement of the total time that Internet Service is operative when measured over a thirty (30) day month (720 hour) period.
- c. **Packet Delivery Ratio:** Information Transport Solutions Packet Delivery Ratio ("PDR") for the Internet

service 99.99%. The PDR is the measurement of the percentage of IP packets delivered between any ITS core IP/MPLS router and any other ITS IP/MPLS router on the ITS network average over a thirty (30) day month (720 hours) period. If customer's bandwidth is saturated, packet delivery cannot be guaranteed.

- d. Packet Transfer Delay: Information Transport Solutions Packet Transfer Delay ("PTD") for the Internet Service is twenty-five (25) milliseconds. The PTD is the measurement of the average round trip time over a thirty (30) day month (720 hour) period, required for a packet to travel between any Information Transport Solution Core IP/MPLS router and any other ITS IP/MPLS router on the ITS network. Once a packet leaves the ITS network, deemed as the first routed hop beyond ITS network, no packet delivery can be guaranteed.
- e. Quality of Service (QoS): ITS cannot insure that any Quality of Service (QoS) marking will be honored beyond the first routed hop past ITS network edge.
- f. Speed Test Sites: ITS does not support any Internet speed test site results other than ITS own test site. Results from any other speed test site will not be considered at any time.

4. **Preventative, Emergency and Demand Maintenance.**

- a. Preventative Maintenance. "Preventative Maintenance" refers to upgrades, and or routine maintenance or necessary alteration/repair of hardware or software or upgrades to increase capacity. Preventative Maintenance may temporarily degrade the quality of the service, including possible outages. Preventative Maintenance shall be undertaken only between the hours of 00:00:01 and 06:00:00 Local Time. ITS shall endeavor to provide at least three (3) days prior notice to the other Party of Preventative Maintenance.
- b. Emergency Maintenance (Unscheduled Maintenance or Repair). "Emergency Maintenance" shall mean repair work not reasonably anticipated but which requires immediate action to restore network connectivity, use or efforts to correct network conditions that are likely to cause a material service outage, or address any issue reasonably observed as a threat to ITS resources (person, equipment or facility). Work to address an Emergency Maintenance situation may degrade the quality of or cause outages in the services. ITS may undertake Emergency Maintenance at any time deemed necessary but shall make commercially reasonable efforts to perform such maintenance within the hours identified for Preventative Maintenance if possible. ITS shall provide notice of Emergency Maintenance to Customer as soon as is commercially practicable under the circumstances, and when reasonably possible, in advance. Whenever prior notice is given, Customer agrees to acknowledge notice of the emergency event in a reasonable period of time and will take necessary steps to notify key personnel internally in order for ITS to correct or repair the affected area.
- c. Demand Maintenance. "Demand Maintenance" is work necessary to restore service to one or more end-users of ITS and/or maintenance work required when a deficiency is found when performing Preventative Maintenance work. ITS may undertake Demand Maintenance immediately. ITS shall provide notice of Demand Maintenance to Customer as soon as is commercially practicable under the circumstances.

- d. Notification. ITS shall provide Customer with notice of Preventative Maintenance or as soon as possible in the case of Emergency or Demand Maintenance to the following by means of electronic mail notification and telephone:

Customer:                      Name:                                      E-Mail:  
                                         Phone:

Customer shall notify ITS of any failure, interruption or impairment of the Service, or any event imminently likely to cause the failure, interruption or impairment in the operation of Service for which it is aware.

Additionally. Customer shall notify ITS in advance any time Customer has knowledge that another person or entity is anticipated to engage in construction activities or otherwise dig within five (5) feet of the Cable.

**ITS, Inc. Network Operations Center (ITS NOC):**  
**Phone: 866-512-8324**

**Email: [support@its-networks.com](mailto:support@its-networks.com)**

Customer shall have the right to be present, at its sole cost and expense, during the performance of any Maintenance so long as this requirement does not interfere with ITS 's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, ITS shall notify Customer at ITS 's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

MSA Work Order #1  
Information Transport Solutions, Inc. /  
Montgomery County Commission  
Initial Service

**GENERAL INFORMATION:**

Company Name: Information Transport Solutions, Inc.  
Company Address: 335 Jeanette Barrett Industrial., Wetumpka, AL 36092  
Contact Person: Frank Yarnell  
Telephone Number: (334) 567-1993  
Fax Number: (334) 567-6599  
Email Address: Frank.Yarnell@its-networks.com

**SERVICE CHANGE:**

Service Change will affect the Internet Access Master Services Agreement for the Montgomery County Commission.

**Description of New Service:**

Year 1 - 3 (November 1, 2017 - October 31, 2020): 1Gbps Internet - \$750.00 monthly.

See "Attachment A" list of site(s), proposed Gbps, MRC and NRC.

One time installation total \$0.00

**Terms**

This Work Order will be on the same terms as stated in the Internet Access Master Services Agreement for the Montgomery County Commission.

IN WITNESS WHEREOF, the parties have caused this Work Order #1 to be executed by and through their respective duly authorized representatives.

**Montgomery County Commission**

Name:

*Edton M. Stewart*

Title:

(Date):

**Information Transport Solutions, Inc.**

Name:

*[Signature]*

Title:

*CEO*

(Date):

*11/1/17*



**INFORMATION *Transport***  
**SOLUTIONS, Inc.**

335 Jeanette Barrett Industrial Blvd. Wetumpka, Alabama 36092

**MSA Work Order #1 "Attachment A"**  
**Montgomery County Commission**

| Location Name       | Internet<br>Access Price -<br>1Gbps | Onetime Install | Address                              |
|---------------------|-------------------------------------|-----------------|--------------------------------------|
| ITS/RSA Data Center | 750.00                              | 0.00            | 445 Dexter Avenue,<br>Montgomery, AL |
|                     |                                     |                 |                                      |
| <b>Total</b>        | <b>\$750.00</b>                     | <b>\$0.00</b>   |                                      |



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20200911142302575**

**Type License:** 140 - SPECIAL EVENTS RETAIL

**State:** \$150.00 **County:** \$150.00

**Type License:**

**State:** **County:**

**Trade Name:** RANCHO EL PARAISO

**Filing Fee:** \$50.00

**Applicant:** RANCHO EL PARAISO LLC

**Transfer Fee:**

**Location Address:** 7625 JESSIE REID LANE MONTGOMERY, AL 36105

**Mailing Address:** 4025 TROY HWY MONTGOMERY, AL 36116

**County:** MONTGOMERY **Tobacco sales:** NO

**Tobacco Vending Machines:**

**Product Type:**

**Type Ownership:** LLC

**Book, Page, or Document info:** CORP 00375 PG 0957-0959

**Do you sell Draft Beer?:**

**Date Incorporated:** 09/04/2019 **State incorporated:** AL

**County Incorporated:** MONTGOMERY

**Date of Authority:** 09/04/2019

**Federal Tax ID:** 84-3077162

**Alabama State Sales Tax ID:** R010401541

| <b>Name:</b>                         | <b>Title:</b> | <b>Date and Place of Birth:</b> | <b>Residence Address:</b>                  |
|--------------------------------------|---------------|---------------------------------|--------------------------------------------|
| JAMES MARTINEZ BROWN<br>8320099 - AL | OWNER         | 06/22/1988<br>DALLAS TEXAS      | 5108 SUGAR PINE DR<br>MONTGOMERY, AL 36116 |
|                                      |               |                                 |                                            |
|                                      |               |                                 |                                            |

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

**Contact Person:** JAMES M BROWN

**Home Phone:** 334-424-8812

**Business Phone:** 334-424-8812

**Cell Phone:**

**Fax:**

**E-mail:**

**PREVIOUS LICENSE INFORMATION:**

**Previous License Number(s)**

**Trade Name:**

**License 1:**

**Applicant:**

**License 2:**



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**



**Confirmation Number: 20200911142302575**

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**  
Name of Property owner/lessor and phone number: **EDGAR VALERIOS AVALOS 334-540-3824**  
What is lessors primary business? **PROPERTY OWNER**  
Is lessor involved in any way with the alcoholic beverage business? **NO**  
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**  
Is the business used to habitually and principally provide food to the public? **NO**  
Does the establishment have restroom facilities? **YES**  
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**  
Building Dimensions Square Footage: **9999** Display Square Footage:  
Building seating capacity: **9999** Does Licensed premises include a patio area? **NO**  
License Structure: **ONE STORY** License covers: **OTHER**  
Number of licenses in the vicinity: Nearest:  
Nearest school: **0 blocks** Nearest church: **0 blocks** Nearest residence: **0 blocks**  
Location is within: **COUNTY** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

**Name: Violation & Date: Arresting Agency: Disposition:**

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |



**STATE OF ALABAMA**  
**ALCOHOLIC BEVERAGE CONTROL BOARD**  
**ALCOHOL LICENSE APPLICATION**

**Confirmation Number: 20200911142302575**



**Private Clubs / Special Retail / or Special Events licenses ONLY**

**Private Club**

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

**Special Retail**

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

**Special Events / Special Retail (7 days or less)**

Starting Date: 10/18/2020 Ending Date: 10/18/2020

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD SUNDAY, OCTOBER 18, 2020. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE

**Other Explanations**

Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act?: JAMES BROWN OWNS OTHER ABC LICENSED LOCATIONS

License Covers: OUTSIDE AREA

Are there any special restrictions, instructions, and/or conditions for this license?:

EVENT WILL BE HELD SUNDAY, OCTOBER 18, 2020. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.



September 10, 2020

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Valued Member, Leadership Alabama

## 2020 – 2021 MEMBERSHIP DUES AND CONTRIBUTION

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|                                                                        |                     |
|------------------------------------------------------------------------|---------------------|
| <i>Annual Membership Dues</i>                                          | <u><i>\$175</i></u> |
| <i>Annual Membership Dues</i> + Matching \$175 Gift                    | <u><i>\$350</i></u> |
| <i>Annual Membership Dues</i> + Gift                                   | \$ _____            |
| <b>Gold Circle Donor</b> ( <i>Annual Membership Dues</i> + \$325 Gift) | <u><i>\$500</i></u> |

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

*Thank you for supporting Leadership Alabama!*

Leadership Alabama  
P.O. Box 131394  
Birmingham, AL 35213

Did your email address change? Please let us know!

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New Email Address

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



# Agenda Item Memo

**Re:** Bid Award for Parks Grounds Maintenance  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Tammy Turner, Buyer II

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## **BACKGROUND INFORMATION:**

Request approval of award on the above referenced Invitation to Bid to the lowest bidder, Hampton Lawn Services in the amount of \$30,800.00, be placed on a future agenda for the County Commission meeting.

The contract will be for three (3) years. Prices will remain firm for the entire contract period.

Coordination of award made with James Williams, Parks and Recreation Director.

## **ATTACHED:**

[Bid Tabulation - Park Grounds Maintenance](#)  
[Contract with Hampton Lawn Services](#)

**Purchasing Department**  
**Montgomery County Commission**

| <b>ABSTRACT FOR BIDS:</b>                           |                     |       |     | <b>BID # 1</b>                                                                                               |                    | <b>BID # 2</b>                                                                                               |                    | <b>BID # 3</b>                                                                               |                    | <b>BID # 4</b>                                                                                                |                    | <b>BID # 5</b> |                 |
|-----------------------------------------------------|---------------------|-------|-----|--------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------|--------------------|----------------|-----------------|
| INVITATION TO BID Nol 51901-20B-024                 |                     |       |     | Hampton Lawn Services<br>6420 Pinebrook Drive<br>Montgomery, AL 36117<br>Minority Business Owned<br>X Yes No |                    | Sharpcut Lawn Service<br>9776 Helmsley Circle<br>Montgomery, AL 36117<br>Minority Business Owned<br>X Yes No |                    | Outdoor Obsessions<br>P.O. Box 134<br>Ramer, AL 36069<br>Minority Business Owned<br>Yes X No |                    | Spartan Management, LLC<br>3579 Kellogg Creek Rd.<br>Acworth, GA 30102<br>Minority Business Owned<br>Yes X No |                    |                |                 |
| DATE ISSUED: September 2, 2020                      |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
| BID DATE OPENED: September 16, 2020                 |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
| SUPPORT SERVICES - Montgomery County Park Grounds t |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
| TERMS OF PAYMENT / DISCOUNT:                        |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
| ITEM NO.                                            | DESCRIPTION OF ITEM | Units | QTY | UNIT PRICE                                                                                                   | EXTENDED AMOUNT    | UNIT PRICE                                                                                                   | EXTENDED AMOUNT    | UNIT PRICE                                                                                   | EXTENDED AMOUNT    | UNIT PRICE                                                                                                    | EXTENDED AMOUNT    | UNIT PRICE     | EXTENDED AMOUNT |
| 1                                                   | LAPINE; MER. TRAIL  | YR    | 1   | \$2,500.00                                                                                                   | \$2,500.00         | \$4,000.00                                                                                                   | \$4,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$4,370.00                                                                                                    | \$4,370.00         |                |                 |
| 2                                                   | GRADY PARK          | YR    | 1   | \$2,000.00                                                                                                   | \$2,000.00         | \$3,000.00                                                                                                   | \$3,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$3,696.00                                                                                                    | \$3,696.00         |                |                 |
| 3                                                   | PINTLALA PARK       | YR    | 1   | \$2,400.00                                                                                                   | \$2,400.00         | \$2,900.00                                                                                                   | \$2,900.00         | \$3,100.00                                                                                   | \$3,100.00         | \$3,696.00                                                                                                    | \$3,696.00         |                |                 |
| 4                                                   | PINE LEVEL PARK     | YR    | 1   | \$2,400.00                                                                                                   | \$2,400.00         | \$2,000.00                                                                                                   | \$2,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$13,482.00                                                                                                   | \$13,482.00        |                |                 |
| 5                                                   | FIELD OF DREAMS     | YR    | 1   | \$2,000.00                                                                                                   | \$2,000.00         | \$2,000.00                                                                                                   | \$2,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$1,348.00                                                                                                    | \$1,348.00         |                |                 |
| 6                                                   | WAUGH PARK          | YR    | 1   | \$2,000.00                                                                                                   | \$2,000.00         | \$3,000.00                                                                                                   | \$3,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$3,696.00                                                                                                    | \$3,696.00         |                |                 |
| 7                                                   | CATOMA PARK         | YR    | 1   | \$2,000.00                                                                                                   | \$2,000.00         | \$3,000.00                                                                                                   | \$3,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$3,696.00                                                                                                    | \$3,696.00         |                |                 |
| 8                                                   | SNOWDOWN PARK       | YR    | 1   | \$5,000.00                                                                                                   | \$5,000.00         | \$6,000.00                                                                                                   | \$6,000.00         | \$7,750.00                                                                                   | \$7,750.00         | \$14,830.00                                                                                                   | \$14,830.00        |                |                 |
| 9                                                   | RAMER PARK          | YR    | 1   | \$3,000.00                                                                                                   | \$3,000.00         | \$2,000.00                                                                                                   | \$2,000.00         | \$3,100.00                                                                                   | \$3,100.00         | \$4,370.00                                                                                                    | \$4,370.00         |                |                 |
| 10                                                  | MONTGY ACTIVITY CTR | YR    | 1   | \$7,500.00                                                                                                   | \$7,500.00         | \$11,935.00                                                                                                  | \$11,935.00        | \$12,400.00                                                                                  | \$12,400.00        | \$20,965.00                                                                                                   | \$20,965.00        |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     | 38 BIDS MAILED      |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
|                                                     |                     |       |     |                                                                                                              |                    |                                                                                                              |                    |                                                                                              |                    |                                                                                                               |                    |                |                 |
| <b>TOTAL BID AMOUNTS</b>                            |                     |       |     |                                                                                                              | <b>\$30,800.00</b> |                                                                                                              | <b>\$39,835.00</b> |                                                                                              | <b>\$44,950.00</b> |                                                                                                               | <b>\$74,149.00</b> |                |                 |

**Notes:**

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 5th day of October, 2020, between Hampton Lawn Services, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Hampton Lawn Services owns and operates a business and desires to provide grounds maintenance at Montgomery County Parks within the County in accordance with all provisions and specifications of Invitation to Bid No.51901-20B-024, as issued by the Montgomery County Commission on September 2, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Hampton Lawn Services and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for three (3) years, beginning October 5, 2020 and ending October 4, 2023. Prices shall remain firm for the entire contract period.
3. That Hampton Lawn Services shall furnish all labor, materials, equipment, and perform all work necessary to maintain the grounds at all Montgomery County parks listed on the Invitation to bid.
4. In addition to the routine maintenance, Hampton Lawn Services may be called upon by Montgomery County Commission for maintenance due to special events taking place at the parks/field.
5. That Hampton Lawn Services Services shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Montgomery County Commission or Hampton Lawn Services may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
7. That Hampton Lawn Services 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 Hampton Lawn Services, 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. Hampton Lawn Services agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Hampton Lawn Services also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

8. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Hampton Lawn Services.
9. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 5th day of October, 2020.

WITNESS:

HAMPTON LAWN SERVICES

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

WITNESS:

MONTGOMERY COUNTY COMMISSION

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_



## Agenda Item Memo

**Re:** Montgomery Community Action Agency Board Member Appointments  
**Date:** County Commission - Information Session - Sep 21 2020  
**To:** Montgomery County Commission  
**From:** Florence Cauthen, Administrator

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### **BACKGROUND INFORMATION:**

Attached is a list of Board Members of the Montgomery Community Action Agency, whose terms will expire November 10, 2020.

I am requesting that the Commission discuss these appointments at the next meeting.

### **ATTACHED:**

[Montgomery Community Action Agency Reappointments](#)

Montgomery Community Action Agency

**Members:**

**Term Expires:**

Roberta Collins, Chairman  
Montgomery, Alabama 36111

11/10/2020

Melanie Bicatel-Wilson  
Montgomery, AL 36117

11/10/2020

Diane Burke  
Montgomery, AL 36103

11/10/2020

Mr. Michael Jackson  
Montgomery, AL 36116

11/10/2020

Benjamin Jones, Chief Executive Officer  
1066 Adams Avenue  
Montgomery, AL 36104  
[bjones@montgomerycommaction.com](mailto:bjones@montgomerycommaction.com)

**Term: 4 years**