



AGENDA

County Commission - Formal Session Meeting

9:30 AM - October 5, 2020

Montgomery County Courthouse, Annex III

Page

WELCOME AT 9:30 A.M.

INVOCATION BY COMMISSIONER SINGLETON

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER HARRIS

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

Presentation of the Minutes of the Regular Meeting of September 21, 2020

CONSENT AGENDA

1. Consider Authorization of Accounts Payable Checks and Payroll Checks 4
[Accounts Payable and Payroll Checks 10-5-20](#)

PUBLIC HEARING

2. Public Hearing regarding 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 5
[Newspaper Legal Notice Form - Rancho El Paraiso - Oct 18, 2020 Event](#)

NEW BUSINESS

3. 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, County Commission 6 - 8
[Special Events Alcohol License Application - Rancho El Paraiso](#)
4. Consider Authorization of Board Reappointments to the Montgomery Community Action Agency, County Commission 9 - 10
[Agenda Item Memo - 20-077 - Pdf](#)
5. Consider Authorization of 2021 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr., County Commission 11

[Leadership Membership Dues Invoice \(Daniel Harris, Jr.\)](#)

- | | | |
|-----|---|---------|
| 6. | 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 | 12 - 13 |
| | <u>Agenda Item Memo - 20-075 - Pdf</u> | |
| 7. | Consider Authorization of Intergovernmental Agreement with the U.S. Marshals Service regarding Increase in Per Diem Rates for Housing Federal Inmates, Detention Facility | 14 - 26 |
| | <u>Montgomery County IGA with First Step 9-30-2020</u> | |
| 8. | Consider Authorization of Contract Renewal with Information Transport Solutions, Inc. for Internet Access Services, Information Technology | 27 - 28 |
| | <u>Agenda Item Memo - 20-074 - Pdf</u> | |
| 9. | Consider Authorization to Name the Park located on Old Selma Road the Elton N. Dean, Sr., Park, County Commission | |
| 10. | Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission | 29 |
| | <u>10-5-2020 Agencies Appropriations</u> | |
| 11. | Consider Authorization of Miscellaneous Appropriations to Education, County Commission | 30 |
| | <u>10-5-2020 BOE Appropriations</u> | |
| 12. | Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission | 31 |
| | <u>10-5-2020 Designated Revenue Appropriations</u> | |
| 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 | 32 - 35 |
| | <u>Agenda Item Memo - 20-076 - Pdf</u> | |
| 14. | Consider Authorization of Position Fill Request(s) - Detention Facility | 36 |
| | 1. Corrections Officer Trainee, Position Number 500419052 | |
| | <u>PFR - COT - 500419052</u> | |
| 15. | Consider Authorization of Position Fill Request(s) - Sheriff's Office | 37 - 38 |
| | 1. Deputy Sheriff Captain, Position Number 550436127 | |
| | 2. Deputy Sheriff - Part-Time, Position Number 550431195 | |
| | <u>PFR DS Capt. - 550436127</u> | |
| | <u>DS - Part-time - 550431195</u> | |

16. Consider Authorization of Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFII), District Attorney's Office 39 - 46
- [Agenda Item Memo - 20-078 - Pdf](#)

REPORTS FROM STAFF

County Attorney
County Engineer

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MONTGOMERY COUNTY COMMISSION
MEETING DATE OCTOBER 5, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 9-11-2020	
Check Numbers: 296031 – 296197	Total Checks Paid: \$ 981,277.95

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 9-18-2020 AND 9-25-2020	
Check Numbers: 296198 – 296474	Total Checks Paid: \$ 2,904,381.65

EFT's included in amounts

PAYROLL CHECKS DATED 9-11-2020	
Check Numbers: 135076 – 135146	Total: \$ 121,403.66
Direct Deposits	Total: \$ 1,507,104.97
Federal Deposits	Total: \$ 320,412.17
Total Payroll Paid	Total: \$ 1,948,920.80

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

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

Notice is hereby given that application has been made to the Montgomery County Commission, Montgomery, Alabama, for approval of an Alcohol License at this location, namely:

NAME: Rancho El Paraiso, LLC

ADDRESS: 7625 Jessie Reid Lane, Montgomery, AL 36105

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE

THE COUNTY COMMISSION AT:

9:30 A.M. OCTOBER 5 , 2020
 (MONTH) (DAY) (YEAR)

in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication addressed to the Montgomery County Commission, ATTN: Florence M. Cauthen, P.O. Box 1667, Montgomery, Alabama 36102-1667.

**Florence M. Cauthen, County Administrator
Montgomery County Commission**

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before September 28, 2020

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME



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

Name:	Title:	Date and Place of Birth:	Residence Address:
JAMES MARTINEZ BROWN 8320099 - AL	OWNER	06/22/1988 DALLAS TEXAS	5108 SUGAR PINE DR 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.



Agenda Item Memo

Re: Montgomery Community Action Agency Board Member Appointments
Date: County Commission - Formal Session - Oct 05 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

The Montgomery County Commission, at its meeting on September 21, 2020, agreed to place on the next agenda board member reappointments to the Montgomery Community Action Agency, for terms expiring November 10, 2024.

I am requesting that the Commission approve these reappointments.

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

Term: 4 years



September 10, 2020

Valued Member, Leadership Alabama

2020 – 2021 MEMBERSHIP DUES AND CONTRIBUTION

<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	\$ _____
Gold Circle Donor (<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 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!

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: Request for Sale of (1) MCSO Vehicle
Date: County Commission - Formal Session - Oct 05 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

U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division

Detention Services
Intergovernmental Agreement

1. Agreement Number 02-11-0009	2. Effective Date	3. Facility Code(s) 4AP	4. DUNS Number 099-839-086
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government Montgomery County Jail 225 S. McDonough Street Montgomery, AL 36104 Tax ID#: 63-6001653	
7. Appropriation Data 15-1020/X	8. Local Contact Person: E-mail: Telephone:	Sonja Pritchett, Director sonjapritchett@mc-ala.org (334) 832-1334	
9. Services		10. Estimated Number of Federal Beds	11. Per Diem Rate
This agreement is for the housing, safekeeping, and subsistence of Federal detainees, in accordance with content set forth herein.		Male: 192 Female: 24 Total: 216	\$65.00
12. Guard/Transportation Hourly Rate		13. Optional Guard/Transportation Services	
Guard/Transportation Hourly Rate: \$34.46 Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		☒ Medical ☒ Other <u>VTC</u> ☒ U.S. Courthouse ☐ JPATS ☐ Encompassed _____	
14. Department Of Labor Wage Determination			
☐ Wages Incorporated _____			
15. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		16. Signature of Person Authorized to Sign (Local) _____ Signature Elton N. Dean, Sr. _____ Print Name County Commission Chairman _____ Title _____ Date	
17. Federal Detainee Type Authorized ☒ Adult Male ☒ Adult Female ☐ Juvenile Male ☐ Juvenile Female	18. Other Authorized Agency User ☒ BOP ☒ ICE ☐ Other _____	19. Signature of Person Authorized to Sign (Federal) _____ Signature Tiffani Eason _____ Print Name Chief, IAB _____ Title _____ Date	

Authority	3
Purpose of Agreement and Security Provided	3
Period of Performance and Termination.....	3
Assignment and Outsourcing of Jail Operations	4
Medical Services	4
Affordable Care Act	5
Receiving and Discharge of Federal Detainees	5
Optional Guard/Transportation Services to Medical Facility	6
Optional Guard/Transportation Services to U.S. Courthouse	6
Optional Guard Services to VideoTeleconference Hearings within Facility	7
Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)	7
Special Notifications	7
Restrictive Housing and Suicide Prevention	8
Prison Rape Elimination Act (PREA)	8
The First Step Act	9
Service Contract Act	9
Per-Diem Rate	9
Billing and Financial Provisions	10
Payment Procedures	11
Hold Harmless	11
Disputes	11
Inspection of Services	11
Modifications	12
Litigation	12
Rape Elimination Act Reporting Information	12

Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and **Montgomery County** (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the **Montgomery County Jail, 225 S. McDonough Street, Montgomery, AL 36104** (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees,") will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Federal Performance Based Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement.

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of on page 1 in block #2 and signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

Assignment and Outsourcing of Jail Operations

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

Medical Services

The Local Government shall provide Federal detainees with the same level and range of care **inside** the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All **outside** medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Federal Performance Based Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

Affordable Care Act

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act, The Affordable Care Act website is located at <http://www.hhs.gov/healthcare/about-the-aca/index.html>.

Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee's name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard Services to VideoTeleconference Hearings within Facility

If Other (VideoTeleconference Hearings) in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal detainees housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VideoTeleconferencing (VTC) when the Federal Judiciary has restricted in-person presentation of a detainee before the court.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at JPATS, the Local Government's transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee's name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #12 on page one (1) of this Agreement. After **thirty-six (36) months**, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Restrictive Housing and Suicide Prevention

The Local Government shall have written policies, procedures, and practices requiring that all detainees in restrictive housing are personally observed by a correctional officer at least twice per hour, but no more than 40 minutes apart, on an irregular schedule. Detainees who are violent or mentally ill or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal detainees are under constant observation.

The Local Government shall immediately notify the concerned Chief Deputy U.S. Marshal, or his or her designee, when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS detainees who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. The report shall be submitted to the Chief Deputy U.S. Marshal, or his or her designee, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

For the purposes of this Agreement, “restrictive housing” means any type of detention that involves all of the following three basic elements:

1. Removal from the general population, whether voluntary or involuntary;
2. Placement in a locked room or cell, whether alone or with another detainee; and
3. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this Agreement, “vulnerable population” means juveniles and individuals with serious mental illness.

Prison Rape Elimination Act (PREA)

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

The First Step Act

This Agreement refers the local government facility operations and administrations to the following sections of the First Step Act:

1. Section 613 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and [18 USC 5043](#) with respect to any USMS juveniles in custody.
2. Section 301 of [Public Law 115-391 the FIRST STEP Act of 2018](#) and that pursuant to USMS policy that these requirements have been adopted for all pregnant USMS prisoners, regardless of status.

Service Contract Act

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: <https://www.dol.gov/agencies/whd/government-contracts/service-contracts>.

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

52.222-43 Fair Labor Standards Act and the Service Contract Act – Price Adjustment (Multiyear and Option Contracts) (May 1989)

The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #14 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

Per-Diem Rate

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;
4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #11 on page (1) of this agreement, and shall not be subject to adjustment on the basis of **Montgomery County Jail's** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for **thirty-six (36) months**. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After **thirty-six (36) months**, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.

Billing and Financial Provisions

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

**United States Marshals Service
Middle District of Alabama
One Church Street, Suite A-100
Montgomery, AL 36104
(334) 223-7401**

**Bureau of Prisons
RRM Montgomery
Maxwell AFB, Bldg. 1209
820 Willow Street
Montgomery, AL 36112
(334) 293-2360**

**Immigration and Custom Enforcement
New Orleans Field Office
1250 Poydras Suite 325
New Orleans, LA, 70113
Phone: (504) 599-7800**

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the

Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Federal Performance Based Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

Litigation

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

This document is requested to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of **threats, intimidation, inappropriate touching** or other actions and/or communications by one or more detainees aimed at **coercing and/or pressuring** another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault

Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, arouse, or gratify the sexual desires of any person. **Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.**

C. Staff Sexual Misconduct is:

Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts

A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy.

- Using Abusive or Obscene Language
- Sexual Assault

- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment

While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality

Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim's welfare and for law enforcement investigative purposes.

Report All Assaults!

If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

- Write a letter reporting the sexual misconduct to the person in charge or the United States Marshal. To ensure confidentiality, use special (Legal) mail procedures.
- File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a Facility supervisor.
- Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530
- Call, **at no expense to you**, the Office of Inspector General (OIG). The phone number is 1-800-869-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the
Federal Detention Trustee
Washington, DC

Published February 2008



Agenda Item Memo

Re: Contract Renewal for Dedicated Internet Access Services
Date: County Commission - Formal Session - Oct 05 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](#)

Price Quote (valid for 90 days)

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

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

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

Remarks
- The term is 36 months with 2 additional twelve month extensions. - Bandwidth can be upgraded within term. - ITS standard Internet includes a /30 IP address range only. Additional IPv4 can be provided at an additional cost. - 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.

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.

[illegible]

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 10/5/2020 - CODE: 001-59320.494								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			75,000	75,000	75,000	75,000	75,000	375,000
BOE-2021-1	Brewbaker Primary School	Physical Education Department	3,000					3,000
BOE-2021-2	Brewbaker Primary School	Girls on the Run			2,400			2,400
	Total Appropriations 10/5/2020		3,000	0	2,400	0	0	5,400
	APPROPRIATED BUDGET BALANCE		72,000	75,000	72,600	75,000	75,000	369,600
	County Administrator	Date						

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 10/5/2020 - CODE: 001-59320.450									
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			51,037	91,900	85,800	84,791	66,610	57,900	438,038
**DR-C-2020-88	RESCIND: Flatline Movement	Community Service Programs to Include Providing Food for Robert E. Lee H.S. Football Team				-1,000			-1,000
DR-C-2021-1	American Cancer Society, Inc.	Program Services						500	500
DR-C-2021-2	Hope Inspired Ministries, Inc.	Community Service Programs to Assist the Chronically Unemployed		5,000					5,000
	Total Appropriations 10/5/2020		0	5,000	0	-1,000	0	500	4,500
	APPROPRIATED BUDGET BALANCE		51,037	86,900	85,800	85,791	66,610	57,400	433,538
	County Administrator	Date							



Agenda Item Memo

Re: Bid Award for Parks Grounds Maintenance
Date: County Commission - Formal Session - Oct 05 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

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**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID Nol 51901-20B-024				Hampton Lawn Services 6420 Pinebrook Drive Montgomery, AL 36117 Minority Business Owned X Yes No		Sharpcut Lawn Service 9776 Helmsley Circle Montgomery, AL 36117 Minority Business Owned X Yes No		Outdoor Obsessions P.O. Box 134 Ramer, AL 36069 Minority Business Owned Yes X No		Spartan Management, LLC 3579 Kellogg Creek Rd. Acworth, GA 30102 Minority Business Owned Yes X No			
DATE ISSUED: September 2, 2020													
BID DATE OPENED: September 16, 2020													
SUPPORT SERVICES - Montgomery County Park Grounds													
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												
TOTAL BID AMOUNTS					\$30,800.00		\$39,835.00		\$44,950.00		\$74,149.00		

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: _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

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Type of Appointment

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DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____



Agenda Item Memo

Re: Memorandum of Agreement regarding the Helping Montgomery Families Initiative (HMFI)
Date: County Commission - Formal Session - Oct 05 2020
To: Montgomery County Commission
From: Tim Anderson, HMFI Director

BACKGROUND INFORMATION:

Annual MOU concerning HMFI

FINANCIAL IMPACT:

\$100,000 provided for HMFI by the Montgomery County Commission

RECOMMENDATION:

Request approval of memorandum of agreement and funding authorization

ATTACHED:

[MEMORANDUM OF AGREEMENT 2020](#)

MEMORANDUM OF AGREEMENT

Among

MONTGOMERY COUNTY PUBLIC SCHOOLS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

We, the Undersigned, believe that education of young people is of the utmost importance in the safety and development of our community and further that the student drop-out rate needs to decrease to enhance education. We recognize that suspension and truancy have a direct correlation to the drop-out rate. For over nine years, Montgomery County Public Schools (MPS), City of Montgomery CITY), and Montgomery County Commission (COUNTY) have partnered with the Montgomery County District Attorney's (DA)- Helping Montgomery Families Initiative (HMFI) to address issues of student behavior and attendance. Desiring to continue and expand our efforts and pursuant to the laws of the State of Alabama, especially Section 16-28-12 of the Code of Alabama, we hereby desire and determine to enter into this agreement to more efficiently and effectively utilize our resources to that end.

TERMS

This Agreement shall be for one year commencing October 1, 2020 and ending September 30, 2021. This Agreement may be terminated by either party providing thirty (30) days written notice or at any time by mutual written consent of all parties.

The MPS, CITY, COUNTY, has agreed to support and provide some funding to the DA to continue the existing HMFI programs. Monies will be utilized solely to pay HMFI expenses such as staff salaries and benefits, travel (reimbursed at the federal reimbursement rate) and materials including office supplies, postage, radio/cell phones and printing.

The DA will employ staff to perform activities and duties as described under roles and responsibilities in this document. The staff will be employees of the DA's HMFI program under the direction of the Executive Director. The HMFI Director will work in partnership with the Associate Superintendent of Student Services and other school officials as designated by the MPS Superintendent to ensure action steps identified within the body of this Agreement are executed. The DA shall be totally responsible for, and shall have exclusive control over, the management and disbursement of all such monies received under this Agreement.

ROLES AND RESPONSIBILITIES

The Helping Montgomery Families Initiative (HMFI) serves youth enrolled in school identified in the Alabama Mandatory Attendance law as being required to attend school. HMFI is designed to be a short-term intervention/prevention program that focuses on early identification and intervention with youth exhibiting behavior concerns in a learning environment or are at risk of being truant. HMFI utilizes a comprehensive assessment process, multidisciplinary approach and team to identify the underlying needs of a student which may hinder their ability to behave appropriately in a learning environment or attend school regularly. The assessment process is holistic and includes the student and family. To this end, HMFI will utilize attendance reports sent by MPS to send attendance alert letters; additionally, HMFI will use suspension reports sent by MPS to identify suspended students for disciplinary infractions. An initial letter of concern/warning will be sent to the parent(s)/guardian(s) at the 1st out of school suspension. An assessment letter will be sent for a subsequent suspension for disciplinary infraction. Identified infractions are codes B, C and D per the MPS Student Conduct Manual. HMFI will also assist MPS families that contact the program directly for assistance and those who are referred by MPS. HMFI staff will schedule and make home visits to complete assessments with families that can be contacted. The North Carolina Assessment Scale-G, a nationally recognized instrument will be utilized to complete an assessment. The assessment and other information gathered will result in an Individualized Intervention Plan (IIP) which prescribes specific services that may address the needs of the student and family.

HMFI and MPS will work collaboratively on data reports through CSV files by assigning designated data fields to include demographic, disciplinary/attendance information, and contact info.

The overall goal is to improve the behavior that prevents a student from behaving inappropriately in a learning environment or attending school regularly as required by the Code of Alabama Section 16-28-12. Thereby, to this end the following steps will occur with the focus of keeping youth in school and out of the justice system.

Description of MPS Student Conduct Manual Offenses:

Class B: Code 8: Criminal Mischief/Pranks/Vandalism; Code 9: Defiance, Disrespect and Opposition to Authority Code 10: Disobedience/ Persistent/ Willful Code 19- Gambling, Code 20: Bullying; Code 20.1 Harassment, Code 30(A): Sexual Offense; Code 30.1 Obscenity; Code 30.2 Sexual Misconduct, Code: 31 Threats/Intimidation; Code 31(1) Includes toward a school employee; Code 31.2 Include gang affiliation; Code 35: Trespassing.

Class C: Code 11: Disorderly Conduct/Disruption of School; Code 12: Disruptive Demonstration Involving Five or More Students or Code 22: Incite Others to Create a Disruption of School; Code 17: Fighting Among Students; Code 29: Sexual Harassment; Code 49: Replica of a Weapon; Code 4- Arson, Code 18 False Fire Alarm.

Class D: Code 01: Purchase, Possession or Code 02: Sale, Delivery or Distribution or Code 03: Use of Alcoholic Beverages; Code 13: Purchase, Possession or; Code 14: Sale, Delivery or Distribution or; Code 15: Use of Marijuana, Narcotics, Stimulants, and Any Other Unauthorized or illegal Substances or Drug Paraphernalia; Inappropriate Use of Medications, Purchase, Possession, Sale, Delivery, Distribution, or Use of other Intoxicants

DA agrees to:

General:

- Support and fund HMFI in the amount of \$50,000
- Provide oversight of all HMFI staff

Anti-bullying Program

- The DA will send the text reporting incidents of alleged bullying to HMFI upon receipt
- HMFI will attempt to contact the reporter that sent the text to ascertain information needed related to the specific incidents; Contact information for the parent(s)/guardian(s) if not the reporter; Name(s) of the person(s) that is alleged to be involved in the bullying
- Advise the parent(s)/guardians(s) on how to report bullying in accordance with MPS policies.
- Assist the parent/guardian in completing the MPS Bullying complaint form and forward it to MPS Student Social Services office or advise the parent to complete the MPS Bullying complaint form and deliver it to the school Principal or Principal Designee
- Provide information to parent(s)/guardian(s) regarding community/school-based resources
- Send the written bullying reporting form by the next business day to MPS for investigation and to assess when safety plans are needed
- Parents/Guardians will be advised to contact law enforcement and file reports when needed
- The DA's Office will immediately notify the school administrator when a threat of suicide or homicide is presented during the bullying interview.

Suspension

- Review all B, C and D violations to identify students who may warrant an initial letter of concern/warning sent to the guardian(s)/parent(s) or an assessment letter for a second disciplinary infraction
- Send initial letters of concern/warning weekly to parent(s)/guardian(s) of students identified as being suspended after receiving their 1st-disciplinary infraction
- Monitor students' behavior weekly through suspension reports to identify students suspended for a 2nd subsequent suspension for a disciplinary infraction
- Request profiles from MPS STI-INOW System to review description of infractions and contact information for parent(s)/guardian(s) who contact HMFI directly for assistance
- Send assessment letters to parent(s)/guardian(s) of students suspended for a 2nd disciplinary Infraction
- Generate letters and attempt to make telephone contact with guardians/parents of youth to schedule assessments

- Conduct home visits with families to complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G version (NCFAS-G) a nationally recognized evidence- based instrument
- Request profiles for MPS student siblings as part of the assessment.
- Conduct school visit to gather information needed for the target child of an assessment
- Present family assessments to the Multi-Disciplinary Team (MDT) for interagency information sharing, accessing services and the development of an Individualized Intervention Plan (IIP) for each new case to include siblings attending MPS public schools and to link parents/guardians to services that may address their specific needs
- Develop and send IIPs weekly for all new cases to parent(s)/guardian(s), the IIP will include recommended services, provider names and contact information
- Referrals will be made during MDT for students and their families to services within the community and MPS
- HMFI staff will monitor the students and guardians/parent's compliance with services through a minimum of bi-weekly contact with the guardians/parents and provider agencies
- Attendance and behavior of students in open cases will be monitored through contact with the guardian(s)/parent(s), MPS attendance/suspension reports and contact with school personnel.
- HMFI staff will complete a Post NCFAS-G with families of students when significant progress has been made (i.e. improved behavior, reduction in out of school suspensions, improved attendance)
- Seek assistance from MPS to contact non-compliant families as needed.
- Prepare summaries of efforts for court involved cases as needed

Truancy:

- Work closely with the Division of Student Services.
- Generate the DA/TIP Alert Letter and mail to guardian(s)/parent(s) of students after the 2nd unexcused absence contingent upon the schools having sent the initial written notification of the Alabama Compulsory School Attendance Law Letter
- Assist with coordinating Early Warning (EW) meetings with Juvenile Court and MPS Student Support Services

MPS agrees to:

General

- Support and fund HMFI in an amount of \$100,000
- Pay postage costs/mail all letters to MPS guardians/parents
- Send attendance and suspension reports weekly through CSV files.
- Send complete profiles to include the following information (i.e. demographic, guardian/parent contact, attendance, disciplinary infractions, special education code, and grades).
- Designate representatives to serve on HMFI's Multi-Disciplinary Team (MDT) from MPS.
- Monitor discipline issues and suspension rates

Bullying Program

- Send a monthly report with the dispositions for bullying reports received from HMFI staff

Truancy

- Require schools to generate through INOW System and mail the initial letter to notify guardians/parents of the Alabama Compulsory Attendance Law at the first unexcused absence
- Provide HMFI with weekly CSV files containing a list of all students with unexcused absences for the preceding week and a list of students receiving a compulsory attendance letter
- Monitor unexcused absence rates
- Monitor and spot check attendance data to make sure it is in alignment with MPS policies
- Utilize school messenger to alert parent(s)/guardian(s) of the child's absence from school to include language that informs parent(s)/guardians(s) of the three-day window to submit an excuse upon a student's return to school
- Identify students who meet the criteria for truancy
- Make home visits to parent(s)/guardian(s) of truant students
- Serve parent(s)/guardians of truant students with the written notification of the Alabama Compulsory Attendance Law
- Assist with coordinating Early Warning Meetings
- Mail Early Warning Meeting Notices to parent(s)/guardian(s)
- File affidavits with Juvenile Court as necessary
- Attend all court hearings as necessary and required

THE CITY AGREES TO:

- Provide funding for HMFI in the amount of \$125,000

THE COUNTY AGREES TO:

- Provide funding for HMFI in the amount of \$100,000

Outcomes

- (1) Improved community awareness of importance of school attendance & behavior
- (2) Improved attendance and decreased numbers of suspensions for students successfully completing HMFI's program

Reporting

The HMFI Executive Director will provide to the Associate Superintendent Student Services an end of the semester report in (January & June) which will include the following information:

- Number of assessments administered with the North Carolina Family Assessment Scale-G (NCFAS-G)
- Number of students referred to MPS services and partner agencies
- Number of new IIPs developed

- Number of cases closed – categorized by reason of closure: completion, non-compliance, or falls under another jurisdiction
- Number of Direct Referrals (School-based and/or Parent referrals)
- Number of Denied Referrals with associated reasons

HMFI will provide weekly updates in response to the MPS weekly suspension report identifying students who are accepted into the assessment process.

GENERAL

Confidentiality

All parties will maintain the confidentiality of student and family information in accordance with the Federal Education Rights Privacy Act (FERPA), Health Insurance Portability and Accountability (HIPAA), and other regulations governing privacy and juveniles and only share said information as agreed upon by all parties involved.

The DA acknowledges the need to protect personal identifying information and other information of MPS students. MPS will ensure that its employees and all persons providing services hereunder will protect all such information from disclosure without the written consent of students and parent(s)/guardian(s) and will comply with all federal and state laws and regulations pertaining to protection of student information.

More specifically, MPS acknowledges that it has designated HMFI as a “school official” with legitimate education interests “in the information of students whose records are being shared under the terms of this Agreement, for purposes of the Family Educational Rights and Privacy Act (FERPA) and other applicable federal law and regulations. Nothing in this Agreement is to be constructed as establishing an agency relationship between the HMFI and MPS for any purpose other than as set out in this paragraph. HMFI agrees that it will not use or allow anyone to obtain access to personally identifiable information from education records except in strict accordance with the MPS’s FERPA policy contained in the MPS Student Conduct Manual. HMFI acknowledges that it has contained and reviewed a copy of this Policy and understands the language set forth therein.

Compliance with Applicable Laws

The parties will comply with the requirements of applicable laws, rules, and regulations of all government authorities.

Independent Contractor/No Agency. It is mutually agreed and understood by the parties to the Agreement that, except as provided in the FERPA Compliance paragraph,

- a. The services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, agents, or subcontractors of The DA.
- c. All officers, directors, employees, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA, shall not be Agents or employees of MPS and shall not make a claim for any benefit that is
 Is
 Conferred upon an employee of MPS including, but not limited to, status under the Students First Act

- d. Neither party is authorized to act as an agent for, or legal representative of, the other party and
- e. Neither party shall have the authorized to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party

Criminal Background Check

Each person employed by the DA under this Agreement shall pass a criminal background check. The DA will be responsible for the criminal background clearances for HMFI staff.

In witness thereof, the parties have executed this Memorandum of Agreement on the dates indicated below in the City of Montgomery, County of Montgomery and State of Alabama.

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: _____ Date: _____

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, Al 36104

MONTGOMERY PUBLIC SCHOOLS

BY: _____ Date: _____

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, Al 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

STEVEN REED

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104