



INFORMATION SESSION

8:30 AM - November 2, 2020

Montgomery County Courthouse, Annex III

Page

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

PRAYER

SCHEDULED ATTENDEES

1. Report from Montgomery City/County Emergency Management Agency
2. Donna Leslie, Montgomery Area Mental Health Authority
3. George Speake, County Engineer
4. Hannah Hawk, Manager of Public Affairs

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

WAIVED RULES ITEMS

1. Consider Authorization of Award for Invitation to Bid No. 51100-21B-001 to National Interior Solutions, LLC, for COVID-19 Sanitizing Services 4 - 9
[Agenda Item Memo - 20-140 - Pdf](#)

FUTURE AGENDA ITEMS

2. Consider Adoption of Resolution Approving the 2021 Severe Weather Preparedness Tax Holiday, February 26-28, 2021, Authorized by Act No. 2012-256, County Commission 10 - 14
[Agenda Item Memo - 20-136 - Pdf](#)
3. Consider Adoption of Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 27, 2020, County Commission 15 - 16
[Tgving Holiday Closing 2020](#)
[2020 Holiday Schedule](#)
4. Consider Adoption of Resolution Authorizing the County's Christmas Holiday Observance on Thursday, December 24, 2020, County Commission 17 - 18
[Christmas Holiday Closing 2020](#)
[2020 Holiday Schedule](#)
5. Consider Authorization of the U.S. Department of Justice Equitable Sharing Agreement and Certification, District Attorney's Office 19 - 24
[Agenda Item Memo - 20-129 - Pdf](#)

- | | | |
|-----|--|---------|
| 6. | Consider Authorization of Amendment Number 1 to Contract with Acme Supply Company, LTD. for Inmate Uniforms, Detention Facility & Youth Facility.
Agenda Item Memo - 20-133 - Pdf | 25 - 26 |
| 7. | Consider Authorization of Amendment No. 1 to Contract with Diversified Companies, LLC, for Offsite Printing of Notices, Revenue Commissioner's Office
Agenda Item Memo - 20-127 - Pdf | 27 - 28 |
| 8. | Consider Authorization of Amendment Number 2 to Contract with Gulf States Distributors for Law Enforcement Emergency Equipment, Sheriff's Office
Agenda Item Memo - 20-130 - Pdf | 29 - 30 |
| 9. | Consider Authorization of Agreements for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties, Youth Facility Detention
Agenda Item Memo - 20-132 - Pdf | 31 - 48 |
| 10. | Consider Authorization of Amendment No. 1 to Contract with Amwaste, LLC. for Clean Saturday Refuse Collection Services, County Commission
Agenda Item Memo - 20-134 - Pdf | 49 - 50 |
| 11. | Consider Authorization of Deduct Change Order Number 1 to Southern Preservation Systems for Scott Street Parking Deck Renovations, County Commission
Agenda Item Memo - 20-137 - Pdf | 51 - 52 |
| 12. | Consider Authorization of Payment of 2021 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc., County Commission
Invoice - Coosa Al River Improvement Assoc | 53 |

GENERAL INFORMATION ITEMS

- | | | |
|-----|---|---------|
| 13. | Alcohol License Application to Publix Alabama LLC regarding Off Premises Beer and Table Wine. (This applicant is in the Town of Pike Road and this document is being provided for your information.)
Agenda Item Memo - 20-115 - Pdf | 54 - 58 |
| 14. | Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC for Festival Latino to be held at 7625 Jessie Reid Lane on November 15, 2020
Agenda Item Memo - 20-139 - Pdf | 59 - 64 |

RECESS TO EXECUTIVE SESSION

- | | | |
|-----|---|----|
| 15. | Letter from Director of Retention Jessica G. Horsley with the Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade | 65 |
|-----|---|----|

Matter

[Executive Session - Commerce or Trade Matter](#)

RECESS TO FORMAL SESSION



Agenda Item Memo

Re: Invitation to Bid No. 51100-21B-001 COVID-19 Sanitizing Services
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request for rules to be waived and approval of award on the above referenced Invitation to Bid to the low bid of National Interior Solutions, LLC in the amount of \$.0449 per square foot be placed on the November 2, 2020 agenda for the County Commission meeting. (copy of spreadsheet attached)

Attachment

ATTACHED:

[Tabulation 51100-21B-001 COVID-19 Sanitizing Services](#)
[Contract No. 51100-21B-001 COVID-19 Sanitizing Services](#)

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51100-21B-001				National Interior Solutions, LLC 445 Dexter Avenue, Ste. 4050 Montgomery, AL 36104 support@natinteriors.com Minority Owned Yes No X		Sterile Safe 368 Boothill Lane Pike Road, AL 36064 info@getsterilesafe.com Minority Owned Yes No X		Eagle Cleaning Service, Inc. 521-H Oliver Road Montgomery, AL 36117 michelle@eaglecleaningservice.com Minority Owned Yes X No		Allied Logistics, Inc. dba Allied Commercial Services 5427 Armour Road Columbus, GA 31909 jeremy@alliedcommercialservices.com Minority Owned Yes X No		Jan Pro of North Alabama 234 Aquarius Drive, Ste. 106 Homewood, AL 35209 rhonda.gilbert@jan-pro.com Minority Owned Yes No X	
DATE ISSUED: October 7, 2020													
DATE OPENED: October 26, 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	COVID-19 Sanitizing Services for Polling	sq. ft.	1	\$0.0449	\$0.0449	\$0.05	\$0.05	\$0.065	\$0.065	\$0.10	\$0.10	\$0.10	\$0.10
	Locations Before and After Election												
TOTAL BID AMOUNTS					\$0.0449		\$0.05		\$0.065		\$0.10		\$0.10

Notes:

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51100-21B-001				Advanced Cleaning & Coating Solutions, LLC 3568 Parkridge Circle Sarasota, FL 34243 info@advancecleaningcoating solutions.com Minority Owned Yes X No		P & P Services 4124 Brooktree Road Montgomery, AL 36116 bryantpoole@gmail.com Minority Owned Yes X No		Iron Ox Disinfectant Services, LLC 4084 University Drive, Ste. 101 Fairfax, VA 22030 jwrust@ironoxservices.com Minority Owned Yes No X		E and B Janitorial Services 4125 McInnis Road Montgomery, AL 36120 eandbjanitorialco@gmail.com Minority Owned Yes X No		3G Chemical Solutions, LLC 401 19th Street North, Ste. 107 Bessemer, AL 35020 aleia@ 3gchemicalsolutions.com Minority Owned Yes X No	
DATE ISSUED: October 7, 2020													
DATE OPENED: October 26, 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	COVID-19 Sanitizing Services for Polling	sq. ft.	1	\$0.15	\$0.15	\$0.20	\$0.20	\$0.20	\$0.20	\$0.24	\$0.24	\$0.55	\$0.55
	Locations Before and After Election												
TOTAL BID AMOUNTS					\$0.15		\$0.20		\$0.20		\$0.24		\$0.55

Notes:

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 11		BID # 12		BID # 13		BID # 14		BID # 15	
INVITATION TO BID NO: 51100-21B-001				B and A Janitorial Cleaning Service 624 Williamson Road Montgomery AL 36109 bandajanitorialcleaning@gmail.com Minority Owned Yes X No									
DATE ISSUED: October 7, 2020													
DATE OPENED: October 26, 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	COVID-19 Sanitizing Services for Polling	sq. ft.	1	\$38.98	\$38.98								
	Locations Before and After Election												
TOTAL BID AMOUNTS					\$38.98								

Notes:

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 2nd day of November 2020, by and between National Interior Solutions, LLC, and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, National Interior Solutions, LLC, agrees to furnish COVID-19 sanitizing services per the Center of Disease Control recommendations for Montgomery County Commission polling locations, in accordance with all the provisions and specifications of Bid No. 51100-21B-001, as issued by the Montgomery County Commission on October 7, 2020 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto:

WHEREAS, In Consideration thereof, National Interior Solutions, LLC and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the Contract period will begin on November 2, 2020 and will end on December 31, 2021.
3. That National Interior Solutions, LLC will provide COVID-19 sanitizing services per the Center of Disease Control recommendations for Montgomery County Commission at price stipulated in the Invitation to Bid.
4. That quoted price will remain firm for the duration of the Contract.
5. That National Interior Solutions, LLC shall at all times be in compliance with all specifications within the Invitation to Bid.
6. That Montgomery County Commission or National Interior Solutions, LLC may terminate this agreement at any time during the contract period with written notice to the other party.
7. That National Interior Solutions, LLC will hold Montgomery County Commission, and its employees, harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work of any obligation of National Interior Solutions, LLC. or failure of National Interior Solutions, LLC to perform any work or obligation provided for in this agreement.

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 National Interior Solutions, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 2nd day of November 2020.

WITNESS:

NATIONAL INTERIOR SOLUTIONS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: 2021 Severe Weather Preparedness Tax Holiday
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager

BACKGROUND INFORMATION:

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated October 14, 2020 specific to the 2021 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2021 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of February 26-28, 2021. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2021 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 2, 2020 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on November 16, 2020. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2021 will be due back to the ADOR before or not later than the January 26, 2021 deadline.

Please note the 2021 Severe Weather Preparedness Tax Holiday is in addition to the 2021 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July 2021, or the weekend of July 16-18, 2021. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

ATTACHED:

[Resolution 11162020 - Severe Weather Preparedness Tax Holiday February 2021](#)
[ADOR Email - Feb 26-28 2021 Weather Preparedness Tax Holiday](#)
[Quick Reference Sheet For 2021 Weather Sales Tax Holiday](#)

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN FEBRUARY 2021, AS AUTHORIZED
BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2021 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 26, 2021 and ending at twelve midnight on Sunday, February 28, 2021.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the November 16, 2020 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 16th day of November, 2020.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 16th day of November, 2020.

Elton N. Dean, Sr.
Chairman

Terri Henderson

From: Reese, Laura <Laura.Reese@revenue.alabama.gov>
Sent: Wednesday, October 14, 2020 11:52 AM
To: Terri Henderson
Subject: 2021 Severe Weather Preparedness Tax Holiday

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.

October 14, 2020

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2021 Severe Weather Preparedness Tax Holiday February 26-28, 2021

Deadline to notify ADOR: January 26, 2021

The 2021 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 26, 2021, and ends at twelve midnight on Sunday, February 28, 2021. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 26, 2021. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

**Your taxpayers want to know if your locality will participate
in the 2020 Weather Preparedness Tax Holiday.**

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 26, 2021.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.
(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Laura Reese, Room 4138
Sales & Use Tax Division

**Post Office Box 327900
Montgomery, Alabama 36132-7900**

**EMAIL: localtaxunit@revenue.alabama.gov
QUESTIONS: 334-242-1443**



2021 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its 10th annual Severe Weather Preparedness Sales Tax Holiday, **beginning Friday, February 26, 2021 at 12:01 a.m. and ending Sunday, February 28, 2021 at 12 midnight**, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax **may** apply.

For more information, **contact us** 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM

EXEMPT:

- | | | |
|---|--|--|
| <ul style="list-style-type: none">• AAA-cell batteries• AA-cell batteries• C-cell batteries• D-cell batteries• 6-volt batteries• 9-volt batteries• Cellular phone battery• Cellular phone charger• Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio• Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks | <ul style="list-style-type: none">• Tarpaulin• Plastic sheeting• Plastic drop cloths• Other flexible, waterproof sheeting• Ground anchor system, such as bungee cords or rope, or tie-down kit• Duct tape• Plywood, window film or other materials specifically designed to protect window coverings• Non-electric food storage cooler or water storage container• Non-electric can opener | <ul style="list-style-type: none">• Artificial ice• Blue ice• Ice packs• Reusable ice• Self-contained first aid kit• Fire extinguisher• Smoke detector• Carbon monoxide detector• Gas or Diesel fuel tank or container |
|---|--|--|

TAXABLE:

- | | | |
|--|--|--|
| <ul style="list-style-type: none">• Coin batteries• Automobile and boat batteries | | |
|--|--|--|

A single purchase with a sales price of \$1000 or Less

EXEMPT:

Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 6, 2020, Governor Kay Ivey authorized a holiday observance on Friday, November 27, 2020 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 27, 2020, to allow county employees to spend time with their families in observance of Thanksgiving,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 27, 2020.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 19th day of November, 2020.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 6, 2020

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 26, 2020

Friday, November 27, 2020

Christmas:

Thursday, December 24, 2020

Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, On October 6, 2020, Governor Kay Ivey authorized a holiday observance on Thursday, December 24, 2020 (see attached Memorandum); and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Thursday, December 24, 2020, to allow county employees to spend time with their families in observance of Christmas,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Thursday, December 24, 2020.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 16th day of November, 2020.

ATTEST:

Elton N. Dean, Sr., Chairman
Montgomery County Commission

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 6, 2020

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 26, 2020

Friday, November 27, 2020

Christmas:

Thursday, December 24, 2020

Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

All state offices will be closed on the above dates, except those in areas where it is essential to maintain personnel. If it is necessary for any employee to work on any of these holidays, they should be allowed time off as soon thereafter as possible.



Agenda Item Memo

Re: Equitable Sharing Agreement and Certification
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Rhonda Cape, Chief Administrator

BACKGROUND INFORMATION:

This is a required annual report.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Request approval and signature.

ATTACHED:

[Equitable Sharing Agreement and Certification 10-21-2020](#)



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A
Agency Name: Montgomery County District Attorney 15th Judicial
Mailing Address: 100 S. Lawrence St.
PO Box 1667
Montgomery, AL 36104

Type: Prosecutor's Office

Agency Finance Contact

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

Jurisdiction Finance Contact

Name: Thomas, Sherrill

Phone: 334-832-1268

Email: sherrillthomas@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2020

Agency FY 2021 Budget: \$7,889,014.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$23,641.90	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$23,641.90	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$23,641.90	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Date Printed: 10/21/2020

Page 1 of 5

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:** Smith, Christina**Company:** State of Alabama Examiners of Public Accounts**Phone:** 334 242-9200**Email:** christina.smith@examiners.alabama.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: 844909

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Bailey, Daryl D
Title: District Attorney
Email: darylbailey@mc-ala.org

Signature: Daryl Bailey Date: 10-21-20

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Dean Sr., Elton N
Title: Chairman, Montgomery County Commission
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.



Agenda Item Memo

Re: Contract Amendment for Inmate Uniforms
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No.1 to Acme Supply Company, LTD. contract for inmate uniforms be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 28, 2021 and ending on January 27, 2022.

Acme Supply Company, LTD., chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Colonel Sonja Pritchett, Detention Facility Director and Brandi Alexander, Juvenile Detention Director.

ATTACHED:

[Amendment 1 Inmate Uniforms 52200-20B-006](#)

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

Amendment
To
Contract # 52200-20B-20B-006

Amendment No. 1

Contract with Acme Supply Company, LTD., is hereby extended for one (1) year, beginning January 28, 2021 and ending January 27, 2022.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

ACME SUPPLY COMPANY, LTD.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Offsite Printing of Notices
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Diversified Companies, LLC. contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 14, 2021 and ending on January 13, 2022.

Diversified Companies, LL. chooses not increase prices during this contract period. All other provision of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

ATTACHED:

[Amendment 1 Offsite Printing of Notices](#)

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

**Amendment
To
Contract # 51500-20B-009**

Amendment No. 1

Contract with Diversified Companies, LLC. for offsite printing of notices is hereby extended for one (1) year, beginning January 14, 2021 and ending January 13, 2022.

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Law Enforcement Emergency Equipment
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 2 to Gulf States Distributors contract to furnish law enforcement emergency equipment be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 22, 2021 and ending on January 21, 2022.

Gulf States Distributors would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

ATTACHED:

[AMENDMENT 2 Law Enforcement Emergency Equipment 52110-19B-009](#)

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

Amendment
To
Contract # 52110-19B-009

Amendment No. 2

Contract with Gulf States Distributors for law enforcement emergency equipment, is hereby extended for one (1) year, beginning January 22, 2021 and ending January 21, 2022.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Juvenile Bed Contracts
Date: County Commission - Information Session - Nov 02 2020
To: Florence Cauthen, County Administrator
From: Brandi Alexander, Juvenile Detention Director

BACKGROUND INFORMATION:

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

ATTACHED:

[Autauga County Housing Agreement](#)
[Butler County Housing Agreement](#)
[Chilton County Housing Agreement](#)
[Elmore County Housing Agreement](#)
[Monroe County Housing Agreement](#)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

6. In the event a juvenile housed at the Youth Detention shall become disruptive or “beyond control” while detained or in the custody of MYD, Autauga County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Autauga County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Autauga County Commission agrees to protect, defend, indemnify and hold MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the MCC arising in favor of any party, including employees of Autauga County Commission, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Autauga County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
8. All juveniles housed at MYD by Autauga County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Autauga County shall contact MYD prior to presenting a juvenile for detention.
9. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.

MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Autauga County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to

establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Autauga County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. Autauga County will report all suspicion of sexual abuse or sexual harassment immediately.

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

11. This agreement shall be for a period of one year commencing on 8/18, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 18 day of August, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

Scott Kramer
ADMINISTRATOR/CLERK/
TREASURER

AUTAUGA COUNTY COMMISSION

[Signature]
CHAIRMAN

STATE OF ALABAMA**COUNTY OF MONTGOMERY****AGREEMENT**

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

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

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

1. Butler County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Butler County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Butler County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
3. Butler County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
4. MCC agrees to contact the duly authorized representative of Butler County Commission in the event of any extraordinary event regarding any Butler County juvenile. The duly authorized representative of Butler County Commission may counsel with and visit any Butler County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Butler County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no

case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Butler County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Butler County Commission agrees to protect, defend, indemnify and hold MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the MCC arising in favor of any party, including employees of Butler County Commission, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Butler County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Butler County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Butler County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Butler County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Butler County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Butler County will report all suspicion of sexual abuse or sexual harassment immediately.

10. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on Oct 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 8th day of September, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY COMMISSION

Diane Kelpatuck
ADMINISTRATOR/CLERK/
TREASURER

J. R. C. W. L.
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Chilton County for the period October 1, 2020 through September 30, 2021.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

Indicate Detention Center chosen by County to receive funds below:

Montgomery County Detention


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1. Chilton County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Chilton County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Chilton County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
3. Chilton County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
4. MCC agrees to contact the duly authorized representative of Chilton County Commission in the event of any extraordinary event regarding any Chilton County juvenile. The duly authorized representative of Chilton County Commission may counsel with and visit any Chilton County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Chilton County Commission will be

notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Chilton County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Chilton County Commission agrees to protect, defend, indemnify and hold MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the MCC arising in favor of any party, including employees of Chilton County Commission, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Chilton County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Chilton County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Chilton County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Chilton County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Chilton County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Chilton County will report all suspicion of sexual abuse or sexual harassment immediately.

10. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on October 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

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

ATTEST

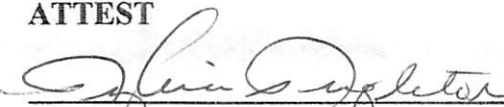
MONTGOMERY COUNTY COMMISSION

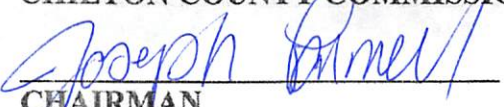
ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY COMMISSION


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of Elmore County for the period October 1, 2020 through September 30, 2021.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

Indicate Detention Center chosen by County to receive funds below:

Montgomery County

[Signature]
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

- the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYD.
- 6. In the event a juvenile housed at the Youth Detention shall become disruptive or “beyond control” while detained or in the custody of MYD, Elmore County Commission will be notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
- 7. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Elmore County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Elmore County Commission agrees to protect, defend, indemnify and hold MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the MCC arising in favor of any party, including employees of Elmore County Commission, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Elmore County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
- 8. All juveniles housed at MYD by Elmore County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Elmore County shall contact MYD prior to presenting a juvenile for detention.
- 9. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
- 10. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Elmore County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur

with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Elmore County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. Elmore County will report all suspicion of sexual abuse or sexual harassment immediately.

11. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
12. This agreement shall be for a period of one year commencing on October, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of September, 2020.

ATTEST

ADMINISTRATOR

ATTEST

Kimberly C. G.
ADMINISTRATOR/CLERK/
TREASURER

MONTGOMERY COUNTY COMMISSION

CHAIRMAN

ELMORE COUNTY COMMISSION

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1. Monroe County Commission agrees to contract with MCC for its allotted DYS bed at a rate predetermined by DYS and will make payment to MCC.
2. MCC shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in MYD, and Monroe County Commission agrees to pay all said expenditures or to reimburse MCC for any expenses incurred for said juveniles. Monroe County Commission is responsible for the arrangement and transportation of its juveniles for medical care except in emergency situations.
3. Monroe County Commission will pay to MCC the sum of \$85.00 per day for any juvenile housed above its allotted number.
4. MCC agrees to contact the duly authorized representative of Monroe County Commission in the event of any extraordinary event regarding any Monroe County juvenile. The duly authorized representative of Monroe County Commission may counsel with and visit any Monroe County juvenile; however, such counseling and visitation may not interfere with the normal schedules of MYD. Parents will be allowed and encouraged to visit their children, subject to compliance with visitation privileges governing all juveniles housed at MYF.
5. In the event a juvenile housed at the Youth Detention shall become disruptive or "beyond control" while detained or in the custody of MYD, Monroe County Commission will be

notified and shall take said juvenile back into custody as soon as practicable but in no case to exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

6. MCC shall not be liable for injuries to any of the juveniles housed at MYD. Monroe County Commission agrees that it shall maintain liability insurance for such injuries and cause MCC to be co-insured thereon. Monroe County Commission agrees to protect, defend, indemnify and hold MCC and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the MCC arising in favor of any party, including employees of Monroe County Commission, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Monroe County Commission agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense and also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
7. All juveniles housed at MYD by Monroe County Commission shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Monroe County shall contact MYD prior to presenting a juvenile for detention.
8. The number of days in detention shall include the day a juvenile is received but will not include the day the juvenile is released.
9. MYD and MCC have a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. Monroe County and its employees and representatives have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism and must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against MYD Policy. If Monroe County employees or representatives are aware of any such incidents, they have a duty to report them to the Juvenile Detention Supervisor, Juvenile Detention Compliance Officer, the Assistant Juvenile Detention Director, or the Juvenile Detention

Director. Monroe County will report all suspicion of sexual abuse or sexual harassment immediately.

10. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.
11. This agreement shall be for a period of one year commencing on October 1, 2020, and may be terminated upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, this instrument is executed on this the 21st day of September, 2020.

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY COMMISSION

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Samuel R. Rios
CHAIRMAN



Agenda Item Memo

Re: Contract Amendment for Clean Saturday Refuse Collection Services
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

I request that the attached Amendment No. 1 to Amwaste, LLC. contract for Clean Saturday Refuse Collection Service be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 14, 2021 and ending on January 13, 2022.

Amwaste, LLC. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, County Administrator.

ATTACHED:

[Amendment 1 Clean Saturday Refuse Collection Service](#)

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

Amendment
To
Contract # 51100-20B-007

Amendment No. 1

Contract with Amwaste, LLC. for Clean Saturday Refuse Collection Service is hereby extended for one (1) year, beginning January 14, 2021 and ending January 13, 2022.

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

All other provisions of the contract remain the same.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Deductive Change Order to Southern Preservation Systems for Scott Street Parking Deck Renovations

Date: County Commission - Information Session - Nov 02 2020

To: Montgomery County Commission

From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

Please find attached deductive Change Order #1 to Southern Preservation Systems for the Scott Street Parking Deck Renovations.

I request that this item be placed on the November 16, 2020 agenda.

ATTACHED:

[Change Order #001 \[Executed Contractors and GMC signatures\]](#)



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Scott Street Parking Deck Renovations Montgomery, AL	CONTRACT INFORMATION: Contract For: General Construction Date: 3/19/19	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/21/20
OWNER: <i>(Name and address)</i> Montgomery County Commission PO Box 1667 Montgomery, AL 36102	ARCHITECT: <i>(Name and address)</i> Goodwyn Mills and Cawood, Inc. 2660 Eastchase Lane, Suite 200 Montgomery, AL 36117	CONTRACTOR: <i>(Name and address)</i> Southern Preservation Systems DBA Ketom Construction Co., Inc. 3170 Lenora Church Rd. SW, Suite 100 Snellville, GA 30039
GMC Proj. No. AMGM160024		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Per Contract Change Order Summary, Attached.

The original Contract Sum was	\$ 941,494.00
The net change by previously authorized Change Orders	\$
The Contract Sum prior to this Change Order was	\$ 941,494.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 36,803.32
The new Contract Sum including this Change Order will be	\$ 904,690.68

The Contract Time will be increased by One Hundred Twenty Six (126) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Goodwyn Mills and Cawood, Inc.

Southern Preservation Systems, DBA

Montgomery County Commission

ARCHITECT *(Firm name)*

Ketom Construction Co., Inc.

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

D. Richard Painter

Steve Kennedy

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10-28-2020

10-26-2020

DATE

DATE

DATE

COOSA- ALABAMA RIVER IMPROVEMENT
ASSOCIATION
P.O. Box 388
Montgomery, AL 36101
info@cara.org
www.cara.org

Invoice



BILL TO

Ms. Florence Cauthen
Montgomery County Commission
Ms. Florence Cauthen, Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

INVOICE #	DATE	TOTAL DUE	DUE DATE		ENCLOSED
	10/26/2020	\$4,000.00	11/30/2020		

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Membership Dues	2020-2021 Annual Membership Dues	1	4,000.00	4,000.00

Coosa-Alabama River Improvement Association is a 501 (c) 4 nonprofit corporation with lobbying constituting 10% of our activities.

BALANCE DUE

\$4,000.00



Agenda Item Memo

Re: Publix Alabama, LLC Liquor License Application
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

I have reviewed the attached application for Publix Alabama, LLC. I have no objection to the approval of this alcohol license.

ATTACHED:

[Liquor License PUBLIX for Commission Info](#)



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

October 19, 2020

MEMORANDUM

TO : Ms. Florence Cauthen, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Publix Alabama, LLC
9515 Vaughn Road, Pike Road, AL 36064
Retail Beer (Off Premises Only) Alcohol License Application

I have reviewed the attached application for Publix Alabama, LLC. I have no objection to the approval of this alcohol license.

DC/crv

encls.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200921081523770

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: \$150.00 County: \$75.00

Trade Name: **PUBLIX ALABAMA LLC 1756**

Filing Fee: \$100.00

Applicant: **PUBLIX ALABAMA LLC**

Transfer Fee:

Location Address: 9515 VAUGHN ROAD PIKE ROAD, AL 36064

Mailing Address: P O BOX 32027 LAKELAND, FL 33802

County: MONTGOMERY Tobacco sales: YES

Tobacco Vending Machines: 0

Product Type: 01

Type Ownership: LLC

Book, Page, or Document info: 200013/5582

Do you sell Draft Beer?:

Date Incorporated: 11/11/2000 State incorporated: AL

County Incorporated: JEFFERSON

Date of Authority: 11/27/2000

Federal Tax ID: 593682312

Alabama State Sales Tax ID: 880016466

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID P PHILLIPS P412175593890 - FL AL, JEFFERSON	TREASURER Incorporated: 11/27/2000	10/29/1959 LAKELAND FL	403 PALOMA ST LAKELAND, FL 33803 Authority: 11/27/2000
ROBERT STEPHEN BALCERAK JR B426777604550 - FL	PRESIDENT	12/15/1960 BALTIMORE MD	15100 VINOLA DR MONTVERDE, FL 34756
KRIS JONCZYK 069991850 - GA	VICE PRESIDENT	01/02/1970 WEST PALM BEACH FL	3851 PAVES LOOKOUT DR SE ATLANTA, GA 30339

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? NO

Contact Person: VICTORIA JONES

Business Phone: 863-688-1188

Fax:

Home Phone: 863-688-1188

Cell Phone:

E-mail: VICTORIA.JONES@PUBLIX.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200921081523770

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **SHOPS AT LIKE ROAD LLC 334-270-2727**
What is lessors primary business? **PROPERTY MANAGEMENT**
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? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **48367** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **0** Nearest: **0**
Nearest school: **0 miles** Nearest church: **0 blocks** Nearest residence: **0 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

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: 20200921081523770



Initial each

Signature page

JH JH JH JH JH JH JH JH JH	In reference to law violations, I attest to the truthfulness of the responses given within the application. In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application. In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application. In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application. In reference to the Club Application information, I attest to the truthfulness of the responses given within the application. In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement. In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record. The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board. I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.
---	--

Applicant Name (print): Johnny Lee Hankerson Jr.

Signature of Applicant: [Signature]

Notary Name (print): Wade J. Miller

Notary Signature: [Signature]

Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:





Agenda Item Memo

Re: Alcohol License Application for Special Events Retail for Festival Latino
Date: County Commission - Information Session - Nov 02 2020
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

On October 21, 2020, we received the attached Alcohol License Application for Special Events Retail for Festival Latino, which is scheduled for November 15, 2020.

In order for this License to be approved before the November 15, 2020 event, the Commission would have to waive rules and add this item to the November 2, 2020 meeting agenda. We contacted Mr. Brown and made him aware of the guidelines on submitting items to the Commission in a timely manner.

A Public Hearing has been advertised for 9:30 a.m., November 2, 2020, should the Commission agree to waive rules and add this item to the agenda.

Commissioner Singleton is asking that the Commission discuss this item at Monday's meeting.

ATTACHED:

[Special Event Alcohol License Application Festival Latino](#)



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20201021142547532

Type License: 140 - SPECIAL EVENTS RETAIL **State:** \$150.00 **County:** \$150.00

Type License: **State:** **County:**

Trade Name: FESTIVAL LATINO **Filing Fee:** \$50.00

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC **Transfer Fee:**

Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105

Mailing Address: 4025 TROY HIGHWAY 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: 85-3557925 **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

Business Phone: 334-424-8812

Fax:

Home Phone: 334-424-8812

Cell Phone:

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name: FESTIVAL LATINO

Previous License Number(s)

License 1: 0111437651

License 2:

Applicant: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20201021142547532

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: 20201021142547532



Initial each

Signature page

☒

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): James M. Brown

Signature of Applicant:

James M. Brown

Notary Name (print):

Alesia Miller

Notary Signature:

Alesia Miller

Commission expires:

5/11/2024

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20201021142547532



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: 11/15/2020 Ending Date: 11/15/2020

Special terms and conditions for special event/special retail:

EVENT WILL BE HELD SUNDAY, NOVEMBER 15, 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, NOVEMBER 15, 2020. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSE PREMISE. NO TO-GO SALES PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Receipt Confirmation Page

Receipt Confirmation Number: **20201021142547532**
Application Payment Confirmation Number: 68794046

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$150.00	\$150.00	\$300.00
			\$0.00
Total Amount to be Charged	\$150.00	\$150.00	\$300.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: MONTGOMERY
Business Type: LLC
Trade Name: **FESTIVAL LATINO**
Applicant Name: RANCHO EL PARAISO LLC AN INDIVIDUAL PROTECTED SERIES OF VALERIOS PROMOTIONS A SERIES LLC
Location Address: 7625 JESSIE REID LANE
MONTGOMERY, AL 36105
Mailing Address: 4025 TROY HIGHWAY
MONTGOMERY, AL 36116
Contact Person: JAMES M BROWN
Contact Home Phone: 334-424-8812
Contact Business Phone: 334-424-8812
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

MONTGOMERY
AREA CHAMBER OF COMMERCE

October 28, 2020

Members of the Montgomery County Commission
Attn: Florence Cauthen
101 S. Lawrence Street
Montgomery, AL 36104

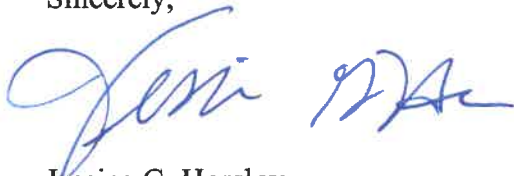
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

The Montgomery Area Chamber of Commerce is requesting to appear before the Montgomery County Commission on Monday, November 2, 2020 in executive session. I have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Jessica G. Horsley
Director, Retention
Montgomery Area Chamber of Commerce

