

MINUTES OF REGULAR MEETING
MONTGOMERYCOUNTY COMMISSION

OCTOBER 5, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:30 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Vice Chairman Walker. All five Commissioners were present, with Commissioner Sankey being present via a conference call.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on scheduled attendees.

PRESENTATION BY DIRECTOR CHRISTINA THORNTON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

City/County Emergency Management Agency Director Christina Thornton cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama.

Ms. Thornton informed the Commission that a named storm “Delta” has developed in the gulf and the current track has it making landfall around the coast of Louisiana. She stated that EMA will be giving periodic updates on this storm.

PRESENTATION BY CAMPAIGN CHAIR MIKE HART WITH THE RIVER REGION UNITED WAY

Campaign Chair Mike Hart with River Region United Way expressed his appreciation for the Commission’s commitment to United Way in the past. He stated that this year’s campaign is a challenge, and it will be conducted virtually through online and social media. He said that the departments will be asked to distribute the forms to their employees. Mr. Hart asked for the Commissioners’ support again this year.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on items on the agenda.

Chairman Dean and Commissioner Singleton requested to add additional items to the miscellaneous appropriations from their agencies account on the agenda.

Commissioner Harris requested to add an additional item to the miscellaneous appropriations from his education account on the agenda.

Commissioner Harris said that he spoke with the City of Montgomery and the City going to contribute \$100,000 to Montgomery Helping Families Initiative this year. Deputy District Attorney Lloria James said that she met with MPS Superintendent Moore and many of the School Board members and asked that changes be made to the Memorandum of Agreement regarding processes and reporting. Ms. James stated that the changes were made, and she is awaiting their signature.

PRESENTATION BY CHIEF PROBATION OFFICER RAY WILLIAMS

Chief Probation Officer Ray William briefed the Commission regarding a 2020-2021 DYS Grant Agreement for the Montgomery County Davis Transitions Program. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Williams briefed the Commission regarding a Contract with The Bridge, Inc. to Manage and Operate Davis Transitions, a Community based Adolescent Alternative Program at the Youth Facility. Commissioner Harris requested a copy of the report from The Bridge for 2020. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Williams briefed the Commission regarding a Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2020 and ending September 30, 2021. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speak briefed the Commission regarding a Position Fill Request for a Fleet Maintenance Superintendent, Position Number 650596001. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas informed the Commission that she has been working with Sheriff Derrick Cunningham to recruit more Corrections Officers. Ms. Douglas recommended a lateral pay schedule for Corrections Officers who transfer from another jurisdiction to the Montgomery County Detention Facility. She recommended that the Juvenile Detention Offices be eligible for the same transfer pay. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

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

Mrs. Hawk stated that the upgrades of the audio-visual equipment in the Chamber and Conference Room have been delayed because cameras are on backorder nationwide and hopes the upgrades will be completed in early November.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen presented an Amendment to the Funding Agreement with the City of Montgomery for Maintenance and Operation of Garrett Coliseum and Related Budget Change. Commissioner Harris stated that this Amendment could potentially save the County \$330,000. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Cauthen presented an Agreement with the Southeast Alabama Highway Safety Office regarding a Traffic Safety Enforcement Grant. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented an Invoice for Payment of the 2021 Membership Dues in the amount of \$14,473 to the Association of County Commissions of Alabama (ACCA). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented an Invoice for Payment of the 2021 Membership Dues in the amount of \$150 to the Association of County Administrators of Alabama (ACAA) for Administrator Florence M. Cauthen. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen briefed the Commission regarding a proposed Lease Agreement for rental of storage space for voting equipment and related Budget Change Request, subject to approval by the County Attorney and further review of all terms. After discussion, the Commission agreed to place this item on a future agenda.

Administrator Cauthen presented Amendment Number 1 to a Contract with Chappy's Deli for catering of food trays. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented Amendment Number 1 to a Contract with Chappy's Deli for an employee luncheon. Commissioner Singleton asked if the luncheon will take place this year. Administrator Cauthen explained that there have been conversations about this event, but there has not been a final decision. She stated that a decision would need to be made soon so that it can be planned accordingly. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented Amendment Number 3 to a Contract with Climate Service, Inc. for HVAC preventative maintenance services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Final Pay Application for Norris Building Company for Montgomery County Jail shower renovations. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Position Fill Request from Support Services for a Plumber, Position Number 260749001. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a Position Fill Request from Tax and Audit for a Revenue Examiner, Position Number 810117003. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

The Commission agreed to add a \$5,000 appropriation to River Region United Way from the joint designated revenue account on the agenda.

RECESS TO EXECUTIVE SESSION

Administrator Cauthen presented a letter from County Attorney Thomas T. Gallion, III, regarding the Calling of an Executive Session to discuss pending litigation. Commissioner Singleton made a motion to go into the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by each Commissioner, openly giving their individual vote. She stated that the Commission would reconvene to the Formal Session. Chairman Dean recessed the Information Session to the Executive Session. (Copy of Letter from Thomas T. Gallion, Agenda Page 53, is attached to these Minutes).

RECESS TO FORMAL SESSION

Vice Chairman Walker made a motion to recess the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Singleton.

The Pledge of Allegiance was led by Commissioner Harris.

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

COMMENTS BY ATTENDEES

Ms. Betty Thomas, a retired nurse, said good morning and addressed the Commission regarding the corona virus. She said she wants to help make Montgomery the number one City in America to get rid of the virus. She passed out a guideline sheet with instructions that she believes will help stop the spread of the virus. Ms. Thomas outlined three easy steps: cover your nose with a mask, wash your hands for

20 seconds, and stay a safe distance apart. Ms. Thomas advised everyone to laugh more because laughter does the body good by changing the chemistry in the body.

Regina Walker, Montgomery County Sheriff's Office Grant Writer, updated the Commission on the County Census. She said that Montgomery County is currently at 63.5%. Commissioner Singleton suggested taking the Census Campaign to the Fair.

Daryl Bailey, Montgomery County District Attorney introduced several additions to his staff, including Michael Briddell, Chief Administrator replacing Rhonda Cape, and members of the Certified Victim Service Officers Program. Mr. Bailey also introduced Canine Companion for Independence, facility Dog Zurg and his handler Stephanie Moore.

Ellen McNair, Senior Vice President of Montgomery Area Chamber of Commerce, reminded the Commission that October is National Manufacturing Month. She said that the Chamber held a virtual town hall meeting on October 1, 2020, with local manufacturing companies. She thanked Chairman Dean and the Commission for their support.

Anita Archie, Interim President of Trenholm State Community College, said she wanted to reiterate what Ms. McNair had said regarding manufacturing companies in Montgomery, Alabama. Ms. Archie stated that a vast majority of manufacture workers are trained at Trenholm State Community College. She also said that manufacturing is one of the fastest growing areas in the state of Alabama. Ms. Archie thanked the Commission for their support of Trenholm State Community College.

Vice Chairman Walker thanked Ms. Archie and Trenholm State Community College for what they are doing in training workers for the manufacturing companies. She stated the training of potential manufacture workers is vital to Montgomery and the entire state of Alabama.

Rev. Claude Shuford, Ms. Cubie Ray Hayes and Ms. Sandra Moore expressed their support to name the Park located on the Old Selma Road the Elton N. Dean Sr., Park. They reminded everyone that Chairman Dean is the longest serving Commissioner and has been working and supporting the community for many years. Ms. Moore added that she and her family grew up in the Old Selma Road area. They all encouraged the Commission to vote in favor of naming the Park in honor of Chairman Dean.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of September 21, 2020. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Cauthen. The motion was seconded by Vice Chairman Walker and

unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 4, is attached to these Minutes.)

PUBLIC HEARING

Chairman Dean opened the Public Hearing regarding the Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC located at 7625 Jessie Reid Lane for October 18, 2020 Event, Montgomery, AL 36105 and asked if anyone in the audience wanted to speak . Commissioner Singleton made remarks in favor of the Alcohol License Application. No one else spoke, and Chairman Dean declared the Public Hearing Closed. (Copy of Notice, Agenda Page 5, is attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED ALCOHOL LICENSE APPLICATION FOR SPECIAL EVENTS RETAIL TO RANCHO EL PARAISO, LLC LOCATED AT 7625 JESSIE REID LANE FOR OCTOBER 18, 2020 EVENT, MONTGOMERY, AL 36105

Commissioner Harris made a motion to approve the Alcohol License Application for Special Events Retail to Rancho El Paraiso, LLC located at 7625 Jessie Reid Lane for October 18, 2020 Event, Montgomery, AL 36105. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Alcohol License Application, Agenda Pages 6-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BOARD REAPPOINTMENTS TO THE MONTGOMERY COMMUNITY ACTION AGENCY

Commissioner Singleton made a motion to approve reappointment of Roberta Collins, Melanie Bicatel-Wilson, Diane Burke and Michael Jackson to the Montgomery Community Action Agency, for terms expiring November 10, 2024. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members' Appointment Page, Agenda Pages 9-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2021 MEMBERSHIP DUES IN THE AMOUNT OF \$175 TO LEADERSHIP ALABAMA FOR COMMISSIONER DANIEL HARRIS, JR

Commissioner Singleton made a motion to approve the 2021 Membership Dues in the Amount of \$175 to Leadership Alabama for Commissioner Daniel Harris, Jr. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Member-ship Dues Invoice, Agenda Page 11, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED SALE OF A 2014 FORD PPV UTILITY VEHICLE TO THE PERRY COUNTY SHERIFF'S OFFICE AT A PRICE TO BE NEGOTIATED BY SHERIFF CUNNINGHAM

Commissioner Harris made a motion to approve the Sale Of A 2014 Ford Ppv Utility Vehicle To The Perry County Sheriff's Office At A Price To Be Negotiated By Sheriff Cunningham.

The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Email, Agenda Pages 12-13, are attached to these Minutes.)

DETENTION FACILITY – APPROVED INTERGOVERNMENTAL AGREEMENT WITH THE U.S. MARSHALS SERVICE REGARDING INCREASE IN PER DIEM RATES FOR HOUSING FEDERAL INMATES

Vice Chairman Walker made a motion to approve the Intergovernmental Agreement with the U.S. Marshals Service regarding Increase in Per Diem Rates for Housing Federal Inmates. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Intergovernmental Agreement, Agenda Pages 14-26, is attached to these Minutes.)

INFORMATION TECHNOLOGY – APPROVED CONTRACT RENEWAL WITH INFORMATION TRANSPORT SOLUTIONS, INC. FOR INTERNET ACCESS SERVICES

Commissioner Singleton made a motion to approve Contract Renewal with Information Transport Solutions, Inc. for Internet Access Services. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Price Quote, Agenda Pages 27-28, are attached to these Minutes.)

Commissioner Sankey said he had questions regarding the park on Old Selma Road. He wanted to know the approximate cost of the Park. Administrator Cauthen stated the cost was approximately 2.7 million dollars. He also asked if any minority contractors were involved in the construction of the Park. Administrator Cauthen said that she did not believe the general contractor was minority-owned, but she was not sure about the sub-contractors. Commissioner Sankey asked Chairman Dean if he knew if any minority contractors performed any of the services at the Park, and Chairman Dean said he did not know.

COUNTY COMMISSION – APPROVED TO NAME THE PARK LOCATED ON OLD SELMA ROAD THE ELTON N. DEAN, SR., PARK

Commissioner Singleton made a motion to name the park located on Old Selma Road the Elton N. Dean, Sr., Park. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker, Commissioner Singleton and Commissioner Sankey voted in favor of the motion. Commissioner Harris voted no, and the motion carried.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 29, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Cauthen requested approval of the miscellaneous appropriations to Education included in the Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow commissioners concurred.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 30, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

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

Commissioner Harris made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 31, is attached to these Minutes.)

PARKS AND RECREATION – APPROVED BID AWARD TO HAMPTON LAWN SERVICES FOR MONTGOMERY COUNTY PARKS GROUNDS MAINTENANCE, BID AWARD NUMBER 51901-20B-024

Commissioner Singleton made a motion to approve Bid Award to Hampton Lawn Services for Montgomery County Parks Grounds Maintenance, Bid Award Number 51901-20B-024. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Bid and Agreement, Agenda Pages 32-35, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Corrections Officer Trainee, Position Number 500419052

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 36, is attached to these Minutes.)

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

1. Deputy Sheriff Captain, Position Number 55043612
2. Deputy Sheriff - Part-Time, Position Number 550431195

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 37-38, are attached to these Minutes.)

OLD BUSINESS

DISTRICT ATTORNEY'S OFFICE – APPROVED MEMORANDUM OF AGREEMENT (MOA) AMONG THE DISTRICT ATTORNEY'S OFFICE, THE MONTGOMERY COUNTY COMMISSION, THE CITY OF MONTGOMERY AND THE MONTGOMERY PUBLIC SCHOOLS FOR THE HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI)

Vice Chairman Walker made a motion to approve the Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFI). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Page 39-46, are attached to these Minutes.)

WAIVE RULES

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

COUNTY COMMISSION – APPROVED FUNDING AGREEMENT WITH THE CITY OF MONTGOMERY FOR MAINTENANCE AND OPERATION OF GARRETT COLISEUM AND RELATED BUDGET CHANGE

Commissioner Harris made a motion to approve Funding Agreement with the City of Montgomery for Maintenance and Operation of Garrett Coliseum and Related Budget Change. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 47-52, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton acknowledged Rev. Claude Shuford and thanked him for attending the meeting. Commissioner Singleton said that often we wait until someone has passed away before we recognize them for their great works. He said that he believes in the old saying “give me my flowers while I can still smell them.” Commissioner Singleton encouraged everyone to take a moment and write your loved ones or someone you care about a note to let them know how you feel while they can appreciate it.

Commissioner Sankey thanked everyone for allowing him to join the meeting remotely and congratulated Chairman Dean for securing the votes needed to name the park the Elton N. Dean, Sr., Park. Commissioner Sankey also emphasized the need for more minority participation in County projects.

Vice Chairman Walker said that she is contacted weekly by people who are suffering during this pandemic. She said there is a huge number of people experiencing depression. She encouraged everyone to reach out to others during this difficult and unprecedented time and continue to pray for one another.

Chairman Dean thanked the Parks and Recreation Board for recommending that the park on the Old Selma Road be named for him. He also thanked his fellow Commissioners and thanked Pastor Shuford, Ms. Hayes and Ms. Gamble for their support.

Commissioner Harris welcome Rev. Shuford to the meeting and thanked Ms. Thomas for encouraging everyone to laugh more. He also made remarks regarding the Covid-19 pandemic and said he experienced a slight case of depression when his aunt passed away from the virus. He said the coronavirus is nothing like the flu and that we must take it seriously by continuing to wash our hands, wear masks and social distance. Commissioner Harris suggested we call and check on those that we know are quarantined at home. He said nothing is more important than life because we can get back money and we can start a new business, but we cannot get back a loved one.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on October 5, 2020, at 10:25 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

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

THE FOLLOWING WERE AUDITED AND ORDERED PAID

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

EFT's included in amounts

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

EFT's included in amounts

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

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

LEGAL INSERTION FOR ALCOHOLIC BEVERAGE PERMIT APPROVAL

NOTICE

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

NAME: Rancho El Paraiso, LLC

ADDRESS: 7625 Jessie Reid Lane, Montgomery, AL 36105

AND THAT PUBLIC HEARING ON SAID APPLICATION HAS BEEN SET BEFORE
THE COUNTY COMMISSION AT:

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

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

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

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

PUBLICATION MEDIA MONTGOMERY ADVERTISER

DATE OF PUBLICATION: On or Before September 28, 2020

PAYMENT FOR ABOVE INSERTION IS THE RESPONSIBILITY OF THE APPLICANT.

RUN ONE TIME



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200911142302575

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$150.00
 Type License: State: County:
 Trade Name: **RANCHO EL PARAISO** Filing Fee: \$50.00
 Applicant: **RANCHO EL PARAISO LLC** Transfer Fee:
 Location Address: 7625 JESSIE REID LANE MONTGOMERY, AL 36105
 Mailing Address: 4025 TROY HWY MONTGOMERY, AL 36116
 County: MONTGOMERY Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: CORP 00375 PG 0957-0959
 Do you sell Draft Beer?:
 Date Incorporated: 09/04/2019 State incorporated: AL County Incorporated: MONTGOMERY
 Date of Authority: 09/04/2019
 Federal Tax ID: 84-3077162 Alabama State Sales Tax ID: R010401541

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

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? YES

Contact Person: JAMES M BROWN
 Business Phone: 334-424-8812
 Fax:

Home Phone: 334-424-8812
 Cell Phone:
 E-mail:

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: 20200911142302575

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

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

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

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

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20200911142302575

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

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

Has Agent verified membership applications for each member listed?

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

Agent's Initials:

For what purpose is the club organized?

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

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

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

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

Special terms and conditions for special event/special retail:

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

Other Explanations

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

License Covers: OUTSIDE AREA

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

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



Agenda Item Memo

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

BACKGROUND INFORMATION:

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

I am requesting that the Commission approve these reappointments.

ATTACHED:

[Montgomery Community Action Agency Reappointments](#)

Updated on 10/2017

Montgomery Community Action Agency

Members:

Term Expires:

Roberta Collins, Chairman
Montgomery, Alabama 36111

11/10/2020

Melanie Bicatel-Wilson
Montgomery, AL 36117

11/10/2020

Diane Burke
Montgomery, AL 36103

11/10/2020

Mr. Michael Jackson
Montgomery, AL 36116

11/10/2020

Benjamin Jones, Chief Executive Officer
1066 Adams Avenue
Montgomery, AL 36104
bjones@montgomerycommaction.com

Term: 4 years



September 10, 2020

Valued Member, Leadership Alabama

2020 – 2021 MEMBERSHIP DUES AND CONTRIBUTION

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

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

Thank you for supporting Leadership Alabama!

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

Did your email address change? Please let us know!

New Email Address

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



Agenda Item Memo

Re: Request for Sale of (1) MCSO Vehicle
Date: County Commission - Formal Session - Oct 05 2020
To: Montgomery County Commission
From: Derrick Cunningham, Sheriff

BACKGROUND INFORMATION:

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

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

If you have any questions, please let me know.

DC/crv

encl.

ATTACHED:

[Perry Co SO](#)

Christie Vazquez

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

Christie,

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

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

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

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

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

09/04/2020

From : Sheriff Billy Jones
Perry County S.O.

To: Sheriff Derrick Cunningham
Montgomery Co S.O.

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

Thank You,
Sheriff Billy Jones

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

Detention Services
Intergovernmental Agreement

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

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Authority

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

Purpose of Agreement and Security Provided

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

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

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

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

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

Period of Performance and Termination

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

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

Assignment and Outsourcing of Jail Operations

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

Medical Services

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

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

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

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

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

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

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

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

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

Affordable Care Act

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

Receiving and Discharge of Federal Detainees

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

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

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

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

Optional Guard/Transportation Services to Medical Facility

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

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

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

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

Optional Guard/Transportation Services to U.S. Courthouse

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

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

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

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

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

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

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

Optional Guard Services to VideoTeleconference Hearings within Facility

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

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

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

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

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

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

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

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

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

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

Special Notifications

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

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

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

Restrictive Housing and Suicide Prevention

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

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

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

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

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

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

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

Prison Rape Elimination Act (PREA)

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

The First Step Act

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

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

Service Contract Act

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

Federal Acquisition Regulation Clause(s):

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

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

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

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

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

Per-Diem Rate

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

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

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

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

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

Billing and Financial Provisions

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

Addresses for the components are:

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

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

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

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

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

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

Payment Procedures

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

Hold Harmless

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

Disputes

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

Inspection of Services

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

Modifications

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

Litigation

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

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

Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS

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

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

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault

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

B. Staff-on-Detainee Sexual Abuse/Assault

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

C. Staff Sexual Misconduct is:

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

Prohibited Acts

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

- Using Abusive or Obscene Language
- Sexual Assault

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

Detention as a Safe Environment

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

Confidentiality

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

Report All Assaults!

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

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

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

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

Published February 2008



Agenda Item Memo

Re: Contract Renewal for Dedicated Internet Access Services
Date: County Commission - Formal Session - Oct 05 2020
To: Montgomery County Commission
From: Rodney Smith, Interim Director of Information Systems

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

ATTACHED:

[QuoteInternetService1GbpsOct2020](#)



Price Quote (valid for 90 days)

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

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

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

Remarks
- The term is 36 months with 2 additional twelve month extensions. - Bandwidth can be upgraded within term. - ITS standard Internet includes a /30 IP address range only. Additional IPv4 can be provided at an additional cost. - The service and quote is based on the State of Alabama, Department of Finance, Division of Purchasing, Contract for Network Services; Ethernet/Enterprise Internet, T413; Master Agreement Number MA 999 190000000354, Awarded 10/1/19.

Monthly Invoice to be sent to:

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

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

Signature

Date

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

[illegible]

County Administrator	Date
<i>Norm M. Carr</i>	<i>10/6/2020</i>



Agenda Item Memo

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

BACKGROUND INFORMATION:

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

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

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

ATTACHED:

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

**Purchasing Department
Montgomery County Commis**

[illegible]

Notes:

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CONTRACTUAL AGREEMENT

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

W I T N E S S E T H

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

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

- 1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.**
- 2. That the period of the contract will be for three (3) years, beginning October 5, 2020 and ending October 4, 2023. Prices shall remain firm for the entire contract period.**
- 3. That Hampton Lawn Services shall furnish all labor, materials, equipment, and perform all work necessary to maintain the grounds at all Montgomery County parks listed on the Invitation to bid.**
- 4. In addition to the routine maintenance, Hampton Lawn Services may be called upon by Montgomery County Commission for maintenance due to special events taking place at the parks/field.**
- 5. That Hampton Lawn Services Services shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.**
- 6. That Montgomery County Commission or Hampton Lawn Services may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.**
- 7. That Hampton Lawn Services agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Hampton Lawn Services, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the**

proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Hampton Lawn Services agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Hampton Lawn Services also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

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

WITNESS:

HAMPTON LAWN SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419052 (Replace A Fitts)
Pay Grade PCT Pay Range 31,299
Proposed Effective Date October 6, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date September 17, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date September 17, 2020

Sherrill Thomas

Finance Director

Date 9/21/20

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 9/21/2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Captain
Position Number 550436127(Replace G. Beaudry
Pay Grade PS5 Pay Range 73,335-85,444
Proposed Effective Date October 19, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date September 25, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date September 25, 2020

Sherrill Thomas

Finance Director

Date 9/28/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 9/28/2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff - Part Time
Position Number 550431195(Replace M. Sewell)
Pay Grade PS1-5 Pay Range 18.9694/Hour
Proposed Effective Date 10/13/20
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date September 24, 2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date September 24, 2020

Sherrill Thomas

Finance Director

Date 9/25/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

County Administrator

Date 9/25/2020



Agenda Item Memo

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

BACKGROUND INFORMATION:

Annual MOU concerning HMFI

FINANCIAL IMPACT:

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

RECOMMENDATION:

Request approval of memorandum of agreement and funding authorization

ATTACHED:

[MEMORANDUM OF AGREEMENT 2020](#)

MEMORANDUM OF AGREEMENT
Among
MONTGOMERY COUNTY PUBLIC SCHOOLS
CITY OF MONTGOMERY
MONTGOMERY COUNTY COMMISSION
MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

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

TERMS

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

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

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

ROLES AND RESPONSIBILITIES

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

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

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

Description of MPS Student Conduct Manual Offenses:

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

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

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

DA agrees to:

General:

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

Anti-bullying Program

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

Suspension

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

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

Truancy:

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

MPS agrees to:

General

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

Bullying Program

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

Truancy

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

THE CITY AGREES TO:

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

THE COUNTY AGREES TO:

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

Outcomes

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

Reporting

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

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

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

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

GENERAL

Confidentiality

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

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

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

Compliance with Applicable Laws

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

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

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

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

Criminal Background Check

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

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

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: _____ Date: _____

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, Al 36104

MONTGOMERY PUBLIC SCHOOLS

BY: _____ Date: _____

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, Al 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

STEVEN REED

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104

Amendment to Funding Agreement dated February 25, 2020
between
City of Montgomery and Montgomery County Commission

Montgomery County Commission (the "County") and the City of Montgomery (the "City") do hereby amend the Funding Agreement between the City and the County, dated February 25, 2020, regarding renovation of Garrett Coliseum (the "Project") by striking "Section 2. County Contributions" in its entirety and replacing it with the following:

Section 2. County Contributions.

The County will contribute to the City a total of \$170,000, payable on or before October 10, 2020, to be used by the City for the Project. Said contribution satisfies all obligations of the County under the Funding Agreement.

All other provisions of the Funding Agreement remain the same.

In Witness Whereof, the City and the County have caused this instrument to be duly executed as of the _____ day of _____, 2020.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: _____
Title: Chairman

Request Number: 1

FUNDING AGREEMENT

THIS FUNDING AGREEMENT dated February 25, 2020 (the "Agreement") is entered into by the **CITY OF MONTGOMERY** (the "City") and **MONTGOMERY COUNTY COMMISSION** (the "County").

RECITALS

A. The City is planning on renovating the Garrett Coliseum (collectively, the "Project") located within the City of Montgomery, Alabama.

B. The County believes that the Project will encourage and promote tourism and convention business and will generate substantial economic benefit for the County through the creation of jobs and the expansion of the County's tax base.

C. Pursuant to this Agreement, the County has agreed to make the County Contributions (defined herein) to the City to provide funds for the Project.

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

Section 1. Findings and Determinations by the County.

The County hereby finds and determines that:

(a) The County Contributions to be made pursuant to this Agreement will benefit the people of the County to an extent that fully warrants and justifies such contributions.

(b) The County is making public funds available to the City for the purpose of promoting the economic development of the County. The County has determined that the execution and delivery of this Agreement and the consummation of the transactions described herein will promote economic development in the County as follows:

(i) The renovation and operation of the Project are in the economic interest of the County. The Project will provide an opportunity for employment of residents of the County on both a temporary and permanent basis.

(ii) The Project will provide an opportunity to attract larger and additional cultural, recreational, sports and convention activities to the County. These activities will bring more people to the restaurants, hotels and retail establishments in the County, all of which will expand the County's tax base.

(iii) The availability of quality cultural events and sporting events in the County through the continued operation of the Project will aid in the economic development of the County by providing an incentive for businesses to locate, expand or remain in the County.

Section 2. County Contributions.

After the Project begins operations, the County will contribute to the City an aggregate amount not in excess of \$500,000 as needed by the City to pay costs of operation and maintenance of the Project due to a shortfall in operations. Such funds shall be available to the City for the period

beginning on the placed in service date of the Project and continuing for five (5) years thereafter and may be drawn on by the City at such times and in such amounts (up to the aggregate \$500,000 contribution, but not more than \$150,000 in the year 2021 and not more than \$150,000 in the year 2022, not more than \$75,000 in the year 2023 and not more than \$75,000 in the year 2024 and not more than \$50,000 in the year 2025) as the City may request. The County agrees to provide such funds as soon as possible following each request, but in no event more than 30 days following each request. Notwithstanding the preceding provisions of this section , **the obligation of the County in this subsection is contingent upon the City having exhausted, at the time of each request submitted to the County, all available funds from operation of the Project (except for a 30 day operating reserve).**

Section 3. Enforcement

(a) The County acknowledges and agrees that its (i) covenants and agreements herein are binding on the County and (ii) performance of said covenants and agreements may be enforced by the City through any available legal or equitable actions in a court of competent jurisdiction.

(b) The City acknowledges and agrees that its (i) covenants and agreements herein are binding on the City and (ii) performance of said covenants and agreements may be enforced by the County through any available legal or equitable actions in a court of competent jurisdiction, including, but not limited to, specific performance with respect to the obligations of the City in Section 2 of this Agreement.

Section 4. County Not a Partner or Joint Venturer

The County is not an owner of the Project or a partner or joint venturer with the City in any respect. The County's sole obligations with respect to the City and the Project are limited to those obligations expressly undertaken in this Agreement.

Section 5. Dispute Resolution

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

Section 6. Miscellaneous

(a) No modification, amendment or alteration of this Agreement shall be effective unless in writing and signed by the City and the County.

(b) The provisions of this Agreement shall be severable. In the event any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any of the remaining provisions hereof.

IN WITNESS WHEREOF, the City and the County have caused this instrument to be duly executed as of the date set forth above.

CITY OF MONTGOMERY

By: _____
Title: Mayor

MONTGOMERY COUNTY COMMISSION

By: Elton M. Klean, Jr.
Title: Chairman

**SUMMARY FOR THE
PROPOSED FUNDING AGREEMENT
FOR
GARRETT COLISEUM RENOVATION PROJECT**

- The \$50,000 appropriation that has been paid by the County for several years would be paid in the current Fiscal Year.
- In addition to the funding mentioned above, the County would agree to a Funding Agreement in which \$500,000 would be paid over a five-year period if needed due to a shortfall in operations. The payments are based on Calendar Years.
- In years one and two, the City could request up to \$150,000 per year for a total of \$300,000.
- The remaining \$200,000 would be paid if needed due to a shortfall in operations over a three-year period.

The following would be the proposed drawdown schedule:

January 1, 2020 - \$150,000
January 1, 2021 - \$150,000
January 1, 2022 - \$ 75,000
January 1, 2023 - \$ 75,000
January 1, 2024 - \$ 50,000



Haskell Slaughter Gallion & Walker, LLC
8104 B Seaton Place
Montgomery, Alabama 36116
t. 334.265.8573 | f. 334.264.7945

ttg@hsg-law.com

October 1, 2020

Florence Cauthen
County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session -October 5, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding pending litigation. I have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) 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,

A handwritten signature in black ink that reads 'Thomas T. Gallion' with a stylized flourish at the end.

Thomas T. Gallion, III
ASB 5295-L74T

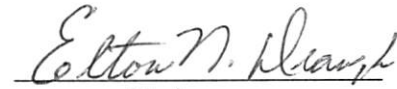
TTG/tp

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 19, 2020, at 8:30 in the morning.



Administrator



Chairman