



AGENDA

County Commission - Formal Session Meeting

9:30 AM - November 16, 2020

Montgomery County Courthouse, Annex III

Page

WELCOME AT 9:30 A.M.

INVOCATION BY COMMISSIONER WALKER

PLEDGE OF ALLEGIANCE LED BY COMMISSIONER SANKEY

CALL OF ROLL TO ESTABLISH QUORUM

COMMENTS FROM CITIZENS

PRESENTATION OF THE MINUTES

Presentation of the Minutes of the Regular Meeting of November 2, 2020

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3. Consider Adoption of Resolution Approving the 2021 Severe Weather Preparedness Tax Holiday, February 26-28, 2021, Authorized by Act No. 2012-256, County Commission 11 - 12
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[2020 Holiday Schedule](#)
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13. Consider Authorization of Payment of 2021 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc., County Commission 51
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[11-16-2020 Designated Revenue Appropriations](#)

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| 17. | Consider Authorization of Budget Change Request Number 2, County Commission Appropriations | 55 |
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[PFR - COT - 500419174](#)

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REPORTS FROM STAFF

County Attorney
County Engineer

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

**MONTGOMERY COUNTY COMMISSION
MEETING DATE NOVEMBER 16, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID

ACCOUNTS PAYABLE CHECKS DATED 10-30-2020	
Check Numbers: 296948 – 297056	Total Checks Paid: \$ 559,168.18

EFT's included in amounts

ACCOUNTS PAYABLE CHECKS DATED 11-6-2020	
Check Numbers: 297057 – 297228	Total Checks Paid: \$ 1,834,731.74

EFT's included in amounts

PAYROLL CHECKS DATED 11-6-2020	
Check Numbers: 135290 – 135360	Total: \$ 91,097.28
Direct Deposits	Total: \$ 1,508,510.89
Federal Deposits	Total: \$ 304,831.51
Total Payroll Paid	Total: \$ 1,904,439.68

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



Agenda Item Memo

Re: Proposed Lease Agreement for Rental of Storage Space for Voting Equipment
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Darryl Parker, Director of Elections

BACKGROUND INFORMATION:

The Election Center has identified suitable warehouse space on Plantation Way off the Northern Boulevard for storage of all election related voting equipment and supplies. The equipment is presently stored on the second floor of Annex II, with overflow to the first floor and basement. The lease is for three years with an option to renew for an additional three years.

FINANCIAL IMPACT:

The monthly rent is \$2,500 for the first three years and increases to \$2,800 during the second term.

ATTACHED:

[Burford Plantation and Montgomery County Commission \(11.03.20\) \(signed by LL\)](#)

**STATE OF ALABAMA
MONTGOMERY COUNTY**

THIS LEASE made by and between Burford Plantation, L.L.C., 580 Trade Center, Montgomery, Alabama 36108, hereinafter called "Landlord", and Montgomery County Commission, hereinafter called "Tenant".

WITNESSETH:

Landlord does hereby let and lease to Tenant the following premises in the City of Montgomery, Alabama, to wit:

871 A Plantation Way, Units 1 & 2 and not otherwise, for and during a three (3) year term, beginning the 1st day of November 2020 and covenants to keep Tenant in quiet possession of the premises during said term provided Tenant shall comply with all the stipulations of this lease. The expiration of this lease shall be October 31st, 2023.

IN CONSIDERATION WHEREOF, the Tenant agrees to pay to Aronov Realty Brokerage, Inc., agents for the landlord at the office of said agents in Montgomery, Alabama, on the first day of each month of said term, as rent for the said premises, the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per month, being at the rate of Thirty Thousand and 00/100 Dollars (\$30,000.00) per annum.

1. Tenant agrees not to sublet the property, any portion thereof or assign this lease, without the written consent of Landlord, which consent shall not be unreasonably withheld; to permit no waste of the property, but, on the contrary to take good care of same; and upon termination of this lease, to surrender possession of same without notice, in as good condition as at the commencement of the term, less reasonable use and wear.

2. Tenant agrees to comply with all laws and city ordinances affecting the use or occupation of the premises hereby leased and to fully relieve Landlord from any compliance there with or liability for violation therefor. Landlord will furnish water to the Tenant and Tenant agrees to pay all charges for electricity and gas and other utilities used on the premises during the term. Tenant agrees to take proper care of and protect said property from all damage and shall be accountable for failure to do so. Tenant shall replace all broken glass, replace all keys and locks lost or broken and keep property in sanitary condition. The surfaced areas surrounding the warehouse shall be used for vehicular traffic and for load and unloading. Said areas shall not be used for storage by the Tenant. All trash and refuse shall be placed in a type container which has been approved by the Sanitary Department of the City of Montgomery and surrounding surfaced areas shall be maintained in a clean and neat condition by the Tenant. In the event Tenant fails to do so, Landlord may perform this service and Tenant agrees to bear the cost thereof. Tenant shall be permitted to park its business vehicles on the premises.

3. Landlord is under no duty to make any repairs except as hereinafter provided. Landlord agrees to maintain the sprinkler system, exterior walls, parking areas and roof and all other structural components of the premises. In the event Landlord fails to make repairs to the building/demised premises within 30 days after Tenant reports the need for said repairs Tenant may contract to have repairs completed, forward the work invoices to the Landlord for payment or if paid by Tenant deduct the cost of said repairs from the rent due. Tenant shall maintain all other portions of the premises. Notwithstanding anything contained herein to the contrary, Landlord shall not be liable for any loss or damage to Tenant's property within the premises except for loss or damage directly caused by Landlord.

4. Tenant agrees not to hold Landlord liable for the breakage or leakage or water pipes above ground, nor for stoppage of waste pipes or sewers above ground except if caused by the carelessness or neglect of Landlord but on the contrary to repair such breakage or leakage and to unstop waste pipes or sewers at his own expense. Landlord agrees to repair underground pipes and to relieve stoppage of same after notice from Tenant, if due to natural cause or deterioration, provided, however, that Landlord shall not be responsible for same if caused by carelessness, neglect or improper use of Tenant. In case stoppage or breakage of underground pipe is caused by Tenant, Tenant agrees to pay for the necessary repairs. Landlord shall not be liable for any damage for failure to make such repairs. In the event Landlord fails to make repairs to the building/demised premises within 30 days after Tenant reports the need for said repairs Tenant may contract to have repairs completed, forward the work invoices to the Landlord for payment or if paid by Tenant deduct the cost of said repairs from the rent due.

5. Tenant agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease. Tenant hereby further covenants that if any default is made in the payment of said rent or any part thereof, at the time above specified, or if default be made in the performance of any of the material covenants or agreements herein contained, the said lease, at the option of Landlord, shall wholly cease and be terminated, and said and the said Tenant hereby expressly waives

the service of any notice of intention to re-enter, notice to terminate the tenancy, notice to quit or demand for possession. Landlord agrees to provide Tenant notice prior to entering premises.

6. It is agreed if Tenant shall fail to pay any one of the above installments or rent at maturity or fail to perform any of the material provisions of this lease, then at the election of the Landlord, all of the remaining installments shall at once become due and payable and landlord may treat them as due and payable without notice to Tenant.

7. It is mutually agreed that if the premises are made substantially untenable during the term by fire or other casualty without Tenant's fault, Tenant shall not thereafter be liable for the payment of rent unless Landlord within ninety (90) days restores the property to substantially the same condition as just previous to such fire or other casualty; provided, however, Landlord in order to hold Tenant must within ten (10) days after the fire or other casualty give Tenant notice in writing of his intention to restore the premises, but rent shall cease during the period said premises remain untenable.

8. It is further agreed by and between the parties to this contract that no alterations, repairs, changes or improvements are to be made in, or to the premises herewith leased, without the consent in writing of the Landlord, except such as are necessary for the proper care and maintenance of the premises.

9. It is further understood and agreed that the Landlord, and his agents shall not be liable for any damage to the property of Tenant that may occur on account of any defect of said building or premises, or from fire, rain, wind or any other cause.

10. It is agreed that Aronov Realty Brokerage, Inc. has represented the Landlord in negotiating and securing this lease with the Tenant; the Landlord and its successors in title to said real estate shall pay Aronov Realty Brokerage, Inc. First month's rent and six (6%) percent rental commission each month thereafter on all rental received by such Landlord or its successors in title during the term of this lease, during the term of any and all options of this lease which may have been exercised by the Tenant, and also so long as the Landlord or its successors in title to the leased premises shall lease said premises to this Tenant or any assignee or subtenant thereof.

11. Acceptance of rent by the Landlord from any assignee, subtenant, grantee or successor in interest to the Tenant with or without notice shall not relieve the Tenant from his obligation to pay the rent or other charges herein provided for.

12. It is agreed that this written instrument embodies the whole agreement of the parties.

13. The parties agree that the words Landlord and Tenant, wherever used in this lease, include heirs, devisees, legatees, executors, administrators, legal representative, successor or assigns of the Landlord or Tenant respectively as if each time fully expressed.

14. The failure of the Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options but the same shall be and remain in full force and effect.

15. It is agreed that if the leased premises shall be abandoned or become vacant during the term of this lease without the Tenant having paid in full the rent for the entire time, then and in such case the Landlord shall have the right at its option to take possession of the leased premises and to let the same as the agent of the Tenant and apply the proceeds received from such letting towards the payment of the rent due by Tenant under this lease and such re-entering and re-letting shall not discharge the Tenant from liability for rent or other charges, nor from any other obligations under the terms of this lease; or at the option of the Landlord the rent for the entire term shall at once become due and payable and the Landlord may proceed to the rent for the entire term as if by the terms of this lease the entire term should be made payable in advance, or the Landlord may at his option re-enter the leased premises and annul and terminate this lease. These provisions, however, are not to be construed as limiting the Landlord's legal rights but are in addition to such existing rights.

16. Landlord's agent is authorized to take any and all steps necessary for the proper enforcement of the terms of this lease and Landlord agrees to be bound by the acts of his said agent for such purposes and to reimburse the agent for any reasonable expenses thereby incurred. Furthermore, Landlord agrees to hold harmless his agent against any loss from any claim or demand, action in law or equity that may result from the negligence of the Landlord.

17. Should a claim be made against the Landlord or his real estate agent or should an action be commenced in which the Landlord or his real estate agent is made a party defendant due to the acts of the Tenant, his employees, or agent, the Tenant agrees to pay, on demand, the Landlord's reasonable counsel fee and any judgement resulting from such action. It is the intention that the Tenant, at all times, will hold the Landlord and his real estate agents or their successors and assigns, free and harmless from any damages or judgement resulting as aforesaid. This shall also apply as protecting the Landlord and his real

estate agent against any loss or liability or expense by reason of any accident or injury to person or property occurring on the premises.

18. In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgement, or decree entered in the proceedings in exercise of such power. All damages awarded for the taking of such premises, or any part thereof, shall be but not limited to, any sum paid or payable as compensation for loss of value of the leasehold or loss of the fee or the fee of any part of the premises, and Tenant shall be entitled only to that portion of any award expressly stated to have been made to Tenant for loss of business and the loss of value and cost of removal of stock, furniture and fixtures owned by Tenant. In the event premises are made untenable, Tenant shall have the option to cancel this lease.

19. Tenant will not erect any signs or advertisements of any type on the exterior of the leased space without the approval of the Landlord, which shall not be unreasonably withheld.

20. As further consideration for this lease Tenant agrees to pay to the landlord its pro-rata share, as hereinafter defined, of any increase in ad valorem or other property taxes for the warehouse regardless of the governmental jurisdiction, jurisdictions, authority or authorities, levying the same in excess of the annual ad valorem taxes which Landlord pays and fall due during the year 2020. The pro-rata shares of increase in taxes which is required to be paid by Tenant shall be that percentage of such increase, which is equal to the percentage of the total floor area of warehouse space occupied by Tenant as compared to and in relation to the total floor space in the warehouse. The Tenant shall pay such additional rental not later than thirty days prior to the due date of such taxes; provided that in any event Tenant shall not be required to pay its pro-rata share of such additional taxes sooner than fifteen days after it receives notice thereof from landlord.

21. As part of the consideration of this lease Tenant agrees to pay to Landlord any increase in premium for fire, casualty, extended coverage or other types of policies carried by Landlord when said increase in premium is caused by the use or occupancy by the Tenant of the leased premises.

22. At such times as Landlord and any mortgagee or proposed mortgagee of the premises may in writing request the same, the Tenant agrees that this lease shall and the same is hereby made subject and subordinate to the lien of any mortgage (which term shall include all security instruments) of: (1) the demised premises made by the Landlord, (2) the demised premises made by Landlord and Fee Owner, and (3) the Landlord's leasehold interest in the demised premises; and any one or more of these. Tenant agrees upon demand without cost to execute any instrument as may be requested to additionally evidence such subordination (it being agreed by Tenant that no additional instrument or evidence is necessary for this subordination provision, so long as Tenant shall faithfully discharge the obligations on its part to be kept and performed under the terms of this lease, its tenancy shall not be disturbed, nor shall this lease be affected by any default under such mortgage and in the event of foreclosure or enforcement of any such mortgage, the rights of Tenant hereunder shall survive, and this lease shall in all respects continue in full force and effect, provided, however, that Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this lease. Tenant agrees that upon request of Landlord or any mortgagee to promptly certify in writing whether or not he has received such written request.

23. The Landlord hereby agrees to waive its right to distrain upon trade equipment, inventory or chattels owned by Tenant or the occupant of the premises or the holder of a lien and situated upon the premises. Such waiver shall not, however, apply to the building and improvements.

24. Landlord warrants that it has the right and authority to execute this Agreement, and Tenant, upon payment of the required rents and subject to the terms, conditions, covenants and agreements contained in this Agreement, shall have possession of the Premises during the Term, as well as any extension or renewal thereof. Landlord further warrants that the Premises are properly zoned for the business of **Voting Machine Storage** and that all governmental requirements for the issuance of any and all permits and licenses to conduct such business can be reasonably obtained by Tenant. Landlord agrees that if any license or permit required to conduct its business of **Voting Machine Storage** not issued within 30 days after the filing of appropriate applications this lease at the option of Tenant may be terminated and deemed null and void.

25. In the event any action or proceeding is commenced by either party hereto (i) determine rights, duties or obligations hereunder, (ii) determine a breach hereof and obtain damages therefore, or (iii) otherwise enforce this Agreement, the prevailing party therein shall be entitled to recover from the other party all reasonable and verifiable costs and expenses thereof, including, but not limited to, reasonable attorneys' fees and court costs.

26. All rent and other payments required to be made by Tenant shall be made payable to Landlord's agent at the address set forth below in this paragraph 29. Any notice or document required or

permitted to be delivered by the terms of this Agreement shall be deemed to be delivered (whether or not actually received) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested or when mailed by prepaid any established overnight couriers, addressed to the parties at the respective Notice addresses set forth in this paragraph established overnight courier, addressed to the parties at the respective Notice addresses set forth in paragraph 29. For purpose of this Agreement notices will deemed to have been “given” upon personal delivery thereof or three (3) days after depository in the United States mail of one (1) day after submission to reputable overnight courier as provided above.

If to Landlord: Burford Plantation
 580 Trade Center
 Montgomery, Alabama 36108

If to Tenant: Montgomery County Commission
 1018 Lawrence Street
 P.O. Box 1667
 Montgomery, Alabama 36102

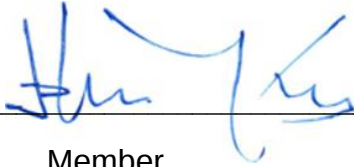
If to Agent: Burford Plantation
 c/o Aronov Realty Brokerage, Inc.
 Post Office Box 235000
 Montgomery, Alabama 36123-5000
 Attn: Frank G. Potts

27. Provided Tenant is not in default of any of the terms and conditions contained herein, Tenant shall have the option to renew this lease for one (1) term of three (3) years, commencing on the expiration of the initial lease term at the monthly rental rate of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their signatures and seals, this
_____ day of September 2020.

WITNESS: LANDLORD: BURFORD PLANTATION, L.L.C.

_____ By:  _____

Its: Member _____

WITNESS: TENANT: MONTGOMERY COUNTY COMMISSION

_____ By: _____

Elton N. Dean, Sr.

Its: Chairman _____

Tax ID #: _____



Agenda Item Memo

Re: 2021 Severe Weather Preparedness Tax Holiday
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Terri Henderson, Revenue Manager

BACKGROUND INFORMATION:

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

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

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

ATTACHED:

[Resolution 11162020 - Severe Weather Preparedness Tax Holiday February 2021](#)

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

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

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

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

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

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

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

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

Elton N. Dean, Sr.
Chairman

RESOLUTION

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

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

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

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

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

ATTEST:

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

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 6, 2020

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 26, 2020

Friday, November 27, 2020

Christmas:

Thursday, December 24, 2020

Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

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

RESOLUTION

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

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

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

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

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

ATTEST:

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

Florence M. Cauthen, Administrator

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

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

STATE OF ALABAMA

MEMORANDUM

TO: All State Department Heads

FROM: Governor Kay Ivey *Kay Ivey*

DATE: October 6, 2020

SUBJECT: Holiday Schedule

I have authorized the following holiday schedule for state employees:

Thanksgiving:

Thursday, November 26, 2020

Friday, November 27, 2020

Christmas:

Thursday, December 24, 2020

Friday, December 25, 2020

New Year's Day:

Friday, January 1, 2021

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



Agenda Item Memo

Re: Equitable Sharing Agreement and Certification
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Rhonda Cape, Chief Administrator

BACKGROUND INFORMATION:

This is a required annual report.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Request approval and signature.

ATTACHED:

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



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A

Agency Name: Montgomery County District Attorney 15th Judicial

Type: Prosecutor's Office

Mailing Address: 100 S. Lawrence St.

PO Box 1667

Montgomery, AL 36104

Agency Finance Contact

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

Jurisdiction Finance Contact

Name: Thomas, Sherrill

Phone: 334-832-1268

Email: sherrillthomas@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2020

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

Annual Certification Report

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

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

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

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

Date Printed: 10/21/2020

Page 1 of 5

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

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

Privacy Act Notice

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

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

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

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: 844909

Affidavit

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

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

Equitable Sharing Agreement

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

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

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

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

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

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

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

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

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

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

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

Civil Rights Cases

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

☐ Yes ☒ No

Agency Head

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

Signature: _____

Daryl Bailey

Date: _____

10-21-20

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

Governing Body Head

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

Signature: _____

Date: _____

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

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



Agenda Item Memo

Re: Contract Amendment for Inmate Uniforms
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

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

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

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

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

ATTACHED:

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

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

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

Amendment No. 1

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

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

ACME SUPPLY COMPANY, LTD.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Offsite Printing of Notices
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

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

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

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

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

ATTACHED:

[Amendment 1 Offsite Printing of Notices](#)

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

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

Amendment No. 1

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

There will be no price increase during this contract period.

All other provisions of the contract remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Law Enforcement Emergency Equipment
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

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

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

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

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

ATTACHED:

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

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

Amendment
To
Contract # 52110-19B-009

Amendment No. 2

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

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Contract Amendment for Clean Saturday Refuse Collection Services
Date: County Commission - Formal Session - Nov 16 2020
To: Montgomery County Commission
From: Tammy Turner, Buyer II

BACKGROUND INFORMATION:

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

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

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

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

ATTACHED:

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

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

**Amendment
To
Contract # 51100-20B-007**

Amendment No. 1

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

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

All other provisions of the contract remain the same.

WITNESS:

AMWASTE, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Agenda Item Memo

Re: Juvenile Bed Contracts
Date: County Commission - Formal Session - Nov 16 2020
To: Florence Cauthen, County Administrator
From: Brandi Alexander, Juvenile Detention Director

BACKGROUND INFORMATION:

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

ATTACHED:

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY COMMISSION


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

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

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

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

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY COMMISSION

Diane Kelpatuck
ADMINISTRATOR/CLERK/
TREASURER

J. R. C. W. L.
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

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

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

Indicate Detention Center chosen by County to receive funds below:

Montgomery County Detention


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

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

ATTEST

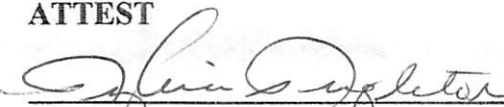
MONTGOMERY COUNTY COMMISSION

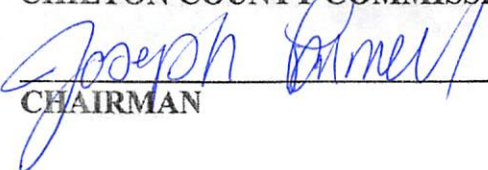
ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY COMMISSION


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

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

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

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

Indicate Detention Center chosen by County to receive funds below:

Montgomery County

[Signature]
Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

ATTEST

ADMINISTRATOR

ATTEST

Kimberly C. G.
ADMINISTRATOR/CLERK/
TREASURER

MONTGOMERY COUNTY COMMISSION

CHAIRMAN

ELMORE COUNTY COMMISSION

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

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

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

ATTEST

MONTGOMERY COUNTY COMMISSION

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY COMMISSION

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Samuel R. Rios
CHAIRMAN



Agenda Item Memo

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

Date: County Commission - Formal Session - Nov 16 2020

To: Montgomery County Commission

From: Lamar Allen, General Services Director

BACKGROUND INFORMATION:

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

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

ATTACHED:

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



AIA® Document G701™ – 2017

Change Order

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

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Per Contract Change Order Summary, Attached.

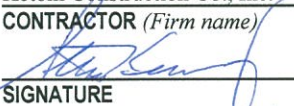
The original Contract Sum was	\$ 941,494.00
The net change by previously authorized Change Orders	\$
The Contract Sum prior to this Change Order was	\$ 941,494.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 36,803.32
The new Contract Sum including this Change Order will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

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

The new date of Substantial Completion will be

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

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

Goodwyn Mills and Cawood, Inc.	Southern Preservation Systems, DBA Ketom Construction Co., Inc.	Montgomery County Commission
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
D. Richard Painter	Steve Kennedy	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
10-28-2020	10-26-2020	
DATE	DATE	DATE

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

Invoice



BILL TO

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

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

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

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

BALANCE DUE

\$4,000.00

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 11/16/2020 - CODE: 001-59320.498								
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			57,000	58,000	45,500	52,500	51,500	264,500
C-2021-17	Iron Men Outdoor Ministries, Inc.	Various Outdoor Activities					2,500	2,500
NC-2021-1	City of Montgomery, Neighborhood Services	Woods N Water Homeowners Association					1,000	1,000
NC-2021-2	City of Montgomery, Parks & Rec. Dept.	McIntyre Comm. Cntr. For Senior Citizens Prog.		1,500				1,500
	Total Appropriations 11/16/2020		0	1,500	0	0	3,500	5,000
	APPROPRIATED BUDGET BALANCE		57,000	56,500	45,500	52,500	48,000	259,500
	County Administrator	Date						

[illegible]

[illegible]

Request Number: _____

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION:

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

Pay Range

Proposed Effective Date

Type of Hire

() New

() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

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Type of Appointment

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DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT:

DEPARTMENT HEAD:

SUPERVISOR:

POSITION INFORMATION:

Position Title

Position Number

Pay Grade

_____ Pay Range _____

Proposed Effective Date

Type of Hire

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() Promotional

Type of Appointment

() Permanent

() Temporary

DEPARTMENT APPROVAL:

Department Head

Date _____

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Employee Benefit Manager

Date _____

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

Montgomery County Commission
Travel / Training Request Approval

Request # _____

Date: _____

Department: _____

Department Head: _____

Destination: _____

Departure Date: _____ Return Date: _____

Purpose of Travel: _____

Traveler (s) Name: 1. _____ 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle Commercial Air
Private Vehicle Other (Specify) _____

Total (est.) Cost: _____ Advance Registration Required: _____

Fund Code: _____

Additional Comments: _____

Finance Review:

<i>To be completed by the Finance Department</i>	
Fund Code:	_____ (ex: 000-00000-000)
Description:	_____
Current Budget:	_____
Approved Requests:	_____
Budget Available:	_____
Current Requests:	_____
Budget Balance:	_____

Finance Director

Date _____

Commission Approval:

County Administrator

Date _____