



INFORMATION SESSION

9:00 AM - June 1, 2021

Montgomery County Courthouse, Annex III

Page

CALL TO ORDER AND WELCOME AT 9:00 A.M.

PRAYER

SCHEDULED ATTENDEES

1. Report from City/County Emergency Management Agency
2. Sheriff Derrick Cunningham
3. County Engineer George Speake
4. Risk Manager Holly Leverette
5. Manager of Public Affairs Hannah Hawk
6. Executive Director Marjorie Baker with One Place Family Justice Center
7. Director of Retention Jessica G. Horsley with the Chamber of Commerce and Architect John Chambless with Chambless King Architects

BRIEFING OF AGENDA BY ADMINISTRATOR CAUTHEN

WAIVED RULES ITEMS

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2. Consider Memorandum of Understanding with Mid-Alabama Coalition for the Homeless, County Commission 14 - 15
[Mid-Ala Coalition for Homeless](#)

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3. Consider Bid Award to Keefe Commissary Network, LLC for Commissary and Trust Fund Management Off-Site Service, Detention Facility 16 - 22
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Presenter: George Speake

[Agenda Item Memo - 21-129 - Pdf](#)

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Presenter: Holly Leverette

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7. Consider Location of Proposed Access Road for Premier Tech, Inc., County Commission 28 - 33

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[Executive Session 6-1-21](#)

RECESS TO FORMAL SESSION

RECESS TO EXECUTIVE SESSION



**One Place Family Justice Center
Advocacy and Crisis Services Programs**

MEMORANDUM OF UNDERSTANDING

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which the Brooks-Sellers One Place Family Justice Center will be the lead agency and named applicant and the other agencies/organizations will be partners in the application; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

WHEREAS, Our Mission is to provide a comprehensive service and support center which affords greater safety, access to services and confidentiality for victims and their families by co-locating services under one roof.

I. Partners and Their Collaborative Relationships

Applicant, The Brooks Sellers One Place Family Justice Program (One Place) is a non-profit 501(c)3, founded in 2010. It is a multi-disciplinary team of professionals employed by One Place and different agencies who work together collaboratively, under one roof, to provide coordinated services to victims of domestic violence, sexual violence, dating violence, stalking, human trafficking, and child and elder abuse. Current partners of One Place include: Montgomery Area Council on Aging; Montgomery Area Mental Health Authority; Child Protect; Butterfly Bridge Children's Advocacy Center; Medical Advocacy & Outreach; City of Montgomery; Montgomery County Commission; Montgomery County Department of Human Resources; Montgomery County Domestic Violence Task Force; Montgomery County District Attorney's Office (onsite); Family Guidance Center of Alabama; The Montgomery Area Family Violence Program, Inc (MAFVP) d/b/a Family Sunshine Center; Faulkner University Thomas Goode Jones Law School; Helping Montgomery Families Initiative; Legal Services Alabama, inc. (onsite); Montgomery Police Department Domestic Violence Bureau (onsite); Montgomery County Sheriff's Office; U.S. Attorney's Office for the Middle District of Alabama; SABRA Sanctuary Inc.; Violence Against Wo(men) Program with Alabama State University; Victims of Crime and Leniency and Alabama Coalition Against Rape (ACAR). In April 2019, One Place Family Justice Center, began the administration and operation of the Standing Together Against Rape (STAR) program, formerly of the Lighthouse Counseling Center. Founded in 1974 by the Montgomery Chapter of the National Council of Jewish Women, the program operates sexual assault services for persons of all ages in nine River Region counties to include: Montgomery, Autauga, Elmore, Lowndes, Butler, Crenshaw, Dallas, Wilcox and Perry counties. STAR provides a 24/7 Crisis hotline, forensic medical exams, referral services, advocacy, prophylactic treatment for STDs, pregnancy prevention (not termination), replacement clothing for apparel taken during examination process, toiletries, and sexual assault awareness for the community and first responders. STAR has expanded to include pediatric acute sexual assault examinations performed by trained Sexual Assault Nurse Examiners (SANE).

Partner 1: The Montgomery County Commission in order to provide services to Montgomery County victims of intimate partner violence, sexual assault, stalking and elder abuse, the Montgomery County Commission will provide approximately 9,366 square feet of office space located at 530 S. Lawrence Street, Montgomery, AL., also known as County Courthouse Annex 4 to One Place Family Justice Center to house all victim services programming. Montgomery County Commission also agrees to provide network infrastructure including voice and data, property insurance and building maintenance. The Montgomery County Commission will not be obligated to provide network infrastructure, including voice and data, to the City of Montgomery Police Department or other non-profit organizations occupying the building. As per an analysis by the Montgomery County Appraisal Department, the fair market value of the office space provided is \$11.79 per square foot per year for a value of \$110,425 (9,366 x \$11.79). The In-Kind value of services provided include the following Information Systems support: \$4,623 (Century Link \$2,549, phones \$634, and assistance \$1,440). The total value of the In-Kind services and rental value equals \$115,048. The Montgomery County Commission will also maintain at least one seat on the One Place Family Justice Center Board of Directors.

Partner 2: The City of Montgomery-partners with One Place to provide services to residents of Montgomery County who are victims of domestic violence, sexual assault, human trafficking, and child and elder abuse. The City of Montgomery will provide 22.5% of the executive director's salary and benefits, as well as all janitorial services for the One Place facility. The City of Montgomery will also maintain at least one seat on the OPFJC Board of Directors. The City of Montgomery is the fiscal agent, and administrator of all funds and activities for the City of Montgomery, Alabama. The City of Montgomery operates as a mayor-council form of government. The City is composed of nine members representing legislative branch of government.

Partner 3: The Montgomery County District Attorney's Office - is the chief prosecuting body for Montgomery County and spearheaded the effort to open One Place and coordinates the services of its Violence Against Women Unit with One Place. Staff include: A Deputy District Attorney trained in prosecution of Domestic Violence cases who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court; an Administrative Assistant who assists the Unit, and a Victim Services Officer who assists the victim throughout the legal process by providing information immediately after the crime, attending court with the victim and coordinating regular meetings with the victim and the prosecutor. Through the efforts of the Unit, the TARGET program diverts cases from Municipal Court to District Court. The Unit accepts misdemeanor cases from Municipal Court and prosecutes them in an expedited manner. The Montgomery County District Attorney's Office continues to address the problems of lack of awareness, lack of reporting, fear of the judicial system and delays in prosecution. By working closely with Montgomery law enforcement agencies, One Place Family Justice Center's Standing Together Against Rape (STAR) program, and the Family Sunshine Center (FSC), the Unit has been able to improve services available to the victim before and after prosecution. The Unit itself continues to focus on victim awareness and self-confidence as the case navigates through the judicial system.

The Family Justice Unit will assign its Domestic Violence Prosecutor full-time and its Victim Service Officer full-time to be located at the OPFJC facility. The Family Justice Unit of the Montgomery District Attorney's Office will prosecute all Domestic Violence misdemeanor cases in the Montgomery County

District Court and all Domestic Violence felony cases in the Montgomery County Circuit Court. The Victim Service Officer will provide victims with the necessary support and information to navigate and understand the criminal court process as their case goes through each step. In addition to the Unit's personnel, the Unit will facilitate the opening of the Family Justice Center and make in kind contributions as needed.

Partner 4: Montgomery Police Department – Domestic Violence Unit (MPD-DVU) is a city-funded bureau in the Patrol Division. The officers are assigned to the DVU to ensure victim safety, offender accountability, and collection of evidence to facilitate prosecution. To reduce the incidence and severity of family violence, the DVU has established arrest of offenders as the preferred means of intervention when the officer has probable cause to believe a crime has occurred. The DVU developed and operates TARGET, a nationally recognized program, which identifies high-risk cases with a lethality factor involving firearms and directs them to a special District Court docket for prosecution. The TARGET program is the only program of its kind in the State of Alabama and is recognized as a model by the National Crime Prevention Council and the United States Department of Justice. MPD also collaborates with the USAO-MDAL to implement Alabama ICE, a program aimed to reduce gun violence in Montgomery County.

The Montgomery Police Department Domestic Violence Bureau is seeking to improve its systematic approach to Domestic Violence and Stalking by collaboration through the Family Justice Center Initiative. The Montgomery Police Department's mission is to end domestic violence by assuring victim safety, offender accountability, and collection of evidence to facilitate prosecution in these cases. In support of this coordinated community concept, the Montgomery Police Department will commit its entire Domestic Violence Bureau, consisting of four (4) investigators, and resources to the Family Justice Center full-time. In addition to the domestic violence personnel and the Volunteer In Police Service (VIPS), the MPD commits to the use of computers and office equipment assigned to the bureau and the MPD chaplain will be on call to assist onsite as needed.

Partner 5: Legal Services Alabama, Inc. (LSA)-is a statewide program comprised of eight offices throughout the state of Alabama. LSA provides holistic, direct civil legal representation to low-to-moderate income individuals and families in the areas of consumer protection, housing, public benefits, and domestic violence. The scope of LSA advocacy places an emphasis on litigation on behalf of domestic violence victims (including protection from abuse, divorce, child custody, and child support cases), and clients with housing, consumer, public benefits, state and federal tax issues, community re-entry (i.e. voter rights restoration), education, as well as civil legal help to the elderly and veterans. LSA receives a grant through the Alabama Department of Economic and Community Affairs (ADECA) to provide an attorney in its Montgomery Office to represent clients in several adjacent rural counties. LSA and its attorneys have been members of the Montgomery County Domestic Violence Task Force since 1994 and maintains close relationships with the Family Sunshine Center, Jones School of Law, the Montgomery Police Department, The Montgomery Sheriff's Department and the Office of the Montgomery County District Attorney. LSA has also received funding from the Alabama State Bar's IOLTA program, specifically to hire an attorney in its Montgomery office to represent domestic violence victims; grants from the U.S. Department of justice, office on Violence Against Women, that funded an attorney in its Montgomery office to provide additional representation to domestic violence victims. Currently, LSA houses two staff attorneys at One Place Family Justice Center in order to assist victims in all civil legal matters. LSA receives funding for these attorneys as a sub-recipient of One Place Family Justice Center's VOCA grant through the Alabama Department of Economic and Community Affairs (ADECA).

LSA will commit to providing access to attorneys who will represent victims in family law matters, as well as civil cases involving housing, consumer, public benefits, employment, elder law, and taxes. In addition to its general client service field grant from the Legal Services Corporation, LSA receives grants specifically designed to provide services to clients with housing problems, facing or victimized by mortgage foreclosure, clients with tax problems, including victims who may be eligible for innocent spouse or injured spouse relief, as well as elderly clients and veterans. LSA has been the recipient of a Legal Assistance to Victims (LAV) grant from OVW.

Partner 6: Faulkner University Thomas Goode Jones School of Law - is a private Christian school in Montgomery, Alabama that offers clinical legal education through its Family Violence Clinic, Elder Law Clinic, Mediation Clinic and Externship Program. In these legal clinics, qualified law students provide pro bono, civil legal services to clients in Montgomery County for academic credit under the supervision of the directors who are members of the law faculty and experienced, licensed attorneys. Specifically, since 2005, the Family Violence Clinic ("the Clinic") has worked in close collaboration with Legal Services Alabama, the Family Sunshine Center and the Montgomery County Domestic Violence Task Force to counsel and represent victims of domestic violence in actions for civil protection orders. The Clinic presently operates at One Place Family Justice Center and routinely collaborates with all partner organizations on client referrals and services.

Under faculty supervision, second- and third-year law students participating in the Family Violence Clinic conducted by Jones School of Law will meet clients at the One Place Family Justice Center, who are seeking protection orders pursuant to the Protection from Abuse Act and will provide pro bono legal counsel and representation to domestic violence victims in these cases and in other related areas of civil practice. The Clinic will be offered during fall and spring academic semesters, and clinic faculty will provide services as necessary for emergency cases when students are not available.

Partner 7: Montgomery County Sheriff's Office (MCSO)-The mission of the Montgomery County Sheriff's Office (MCSO) is to provide the best possible law enforcement protection and service for Montgomery County. They strive to keep the citizens and the communities of Montgomery County as safe as possible. They work diligently with the various departments within the Montgomery County Courthouse, the Montgomery County District Attorney's Office, and other agencies dedicated to the prosecution of criminals in Montgomery County. The Montgomery County Sheriff's Office is committed to diligently responding to domestic violence calls, assisting domestic violence victims in an attempt to break the cycle of domestic violence and/or prosecuting offenders by assuring accountability through our court system. In order to better the service that the Montgomery County Sheriff's Office provides to the victims, the Sheriff's Office is committed to supporting the Family Justice Center by utilizing any services within the center.

Partner 8: Montgomery County Department of Human Resources (DHR) - will be an off-site partner. DHR will provide one Family and Children's Social Worker, on-call as needed for consultation, case review, or follow-up services for abused and neglected children; one Adult Services Social Worker available as needed for consultation, case review, or follow-up services for adults in need of protective service. DHR shall assist in coordinating the delivery of appropriate individual and family services as may be necessary to families who are victims of domestic violence and who are also in need of protective services. DHR and Family Sunshine Center have an interagency agreement that provides for a Family Violence Assessor placed within the Child Welfare program to work with families where domestic violence has occurred and protective services are needed. DHR will collaborate with other agencies and organizations in the planning and development of a coordinated approach in the provision of services and prevention of family violence in Montgomery County. DHR will assist in developing the criteria and procedures and in providing a safe site to enable supervised visitation for domestic violence victims' children who are receiving services through the Family Justice Center.

DHR will provide in-service training at the request of One Place Family Justice Center to staff and volunteers in regard to programs and services available through DHR for victims of domestic violence.

Partner 9: The Montgomery Area Family Violence Program, Inc., DBA Family Sunshine Center (FSC) - was founded in 1981 and its mission is to end family violence, sexual assault, and human trafficking and foster hope and healing to victims of abuse. The agency serves individuals and families caught in the cycle of violence and abuse, including victims of child abuse, domestic violence, sexual assault, dating violence, stalking, sex, and labor trafficking. MAFVP's comprehensive array of services includes a 24-hour crisis line, emergency shelter, transitional housing, safety planning, individual and group counseling, community and court advocacy, and case management services. These services are provided for victims in Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes, and Montgomery counties, located in the state of Alabama. MAFVP is a resource for victims of human trafficking, within the primary service area noted above. Additionally, MAFVP currently provides services which promote community awareness of child abuse, domestic violence, stalking, sexual assault, dating violence, and human trafficking through a variety of outreach and prevention programs, including antiviolence and dating violence curricula, and informing people about the availability of services. A member of the Alabama Coalition Against Domestic Violence (ACADV) and the Alabama Coalition Against Rape (ACAR), MAFVP works closely with the other domestic violence and sexual assault programs across the state and is part of a cohesive statewide network of programs that provide extensive services to victims throughout Alabama. Additionally, MAFVP is a key partner in the newly formed Alabama Anti-Human Trafficking Alliance. This Alliance is focused on addressing all forms of trafficking in persons through a collaborative approach with law enforcement. The FSC offers a 24-hour crisis line, immediate safe shelter – both emergency and secure transitional living, counseling, advocacy, case management, individual and group counseling, and prevention and outreach programs for victims of domestic violence child abuse, sexual assault, dating violence, stalking, sex and labor trafficking. FSC also operates the SAIL program, funded by the Alabama Department of Human Resources, to bring services of domestic violence specialists to persons applying for public assistance and the Family Assessor program. The Family Assessor receives DHR referrals in child protective cases with suspected family violence, conducts assessments of victims and perpetrators, and offers options to help adult victims protect themselves and care for their children. To prevent survivors from being forced to return to an abusive relationship due to financial hardship, the FSC developed and operates the Exodus Community, an income-based transitional living program for survivors of domestic violence and their families. Exodus is funded by HUD, the City of Montgomery, and corporate and private donors.

FSC will provide advocacy, referral, and support services to victims of domestic violence, sexual assault, dating violence, stalking, child abuse, and sex and labor trafficking. FSC will also provide counseling, court advocacy, risk assessment, and safety planning. Residential services will include: emergency shelter care, medical services at the shelter clinic for shelter residents, secure transitional living services, and residential counseling services. One of the founding members and initial key partners in the formation of One Place, MAFVP has actively collaborated with One Place since it opened the doors to clients October 29, 2010. MAFVP currently collaborates as an off-campus partner and actively refers victims to One Place for services. Likewise, One Place refers victims to MAFVP for safe shelter and counseling services.

Partner 10: Child Protect - provides referrals to One Place Family Justice Center for child forensic examinations and advocacy services. Child Protect Children's Advocacy Center assists in facilitating the One Place Family Justice Center's STAR program trainings for forensic nurses and volunteer advocates.

Child Protect, a local non-profit incorporated in November 1989, supports children who are victims of abuse through the investigation and management of their cases in a non-threatening environment. Child Protect receives referrals from the Department of Human Resources and law enforcement agencies. Child Protect refers child victims of abuse to the One Place Family Justice Center's STAR program for forensic exams, advocacy, and follow up services. They sponsor a Multi-Disciplinary Task Force to collaborate with local agencies on the best practices and avenues for each specific case deferred to the agency. Services are provided at no charge to families. Child Protect is designed to meet the child's need for warmth, support and protection by providing a friendly environment where children are interviewed about the abuse by specially trained forensic interviewers. They also offer play therapy, teen counseling, and group counseling to individuals who have been interviewed.

Partner 11: Montgomery Area Council on Aging (MACOA) - was founded in 1972 to assist senior citizens by providing services to promote independent living, by offering opportunities to enhance quality of life, and by increasing community awareness of senior issues. Its diverse services address the needs of older persons who desire to actively participate in volunteer, educational, and recreational activities as well as the poor, disabled, lonely, and/or disadvantaged. In some cases, MACOA's activities provide the warmth of family and home and, in many others; they provide the hope, motivation, enjoyment, and means to live independently.

MACOA provides programs and activities for more than 2,500 seniors each month in a five-county area including Montgomery. This includes Meals-On-Wheels, senior activity centers, transportation programs, homemaker services, information and referral, and volunteer services. Their skilled caseworkers and volunteers are concerned with senior issues affecting individuals, families, and seniors particularly. They provide services, identify needs, serve as the first line of reporting, make referrals, and counsel seniors and their loved ones about the multitude of issues that confront older Americans on a daily basis.

MACOA will participate in all Family Justice Center activities concerning senior citizens. MACOA social workers and volunteers will be made available to assist with assessment, counseling, senior services, and referral. Services in individual homes and at the One Place Family Justice Center will be provided as needed. MACOA is located within a few blocks of the One Place Family Justice Center and can meet anticipated needs through an on-call relationship.

Partner 12: United States Attorney's Office, Middle District of Alabama (USAO-MDAL) - The United States Attorney's Office for the Middle District of Alabama will partner with One Place Family Justice Center in their collaborative effort to centralize the response to domestic violence and human trafficking issues and services. The USAO-MDAL, in collaboration with the Montgomery Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives, coordinates the Alabama ICE program, a Project Safe Neighborhoods initiative, working to stop the destructive cycle of gun crime.

The USAO-MDAL will continue to appoint a representative to the MCTFDV to attend monthly meetings. The Middle District of Alabama United States Attorney's Office and member of the Middle District of Alabama Human Trafficking Task Force aim to serve collaboratively by identifying victims, serving victims, and prosecuting human trafficking cases. One Place Family Justice Center will continue to appoint a representative to the Middle District of Alabama Human Trafficking Task Force. The USAO-MDAL will make every effort to develop a baseline of federal domestic violence crime prosecutions arising from Montgomery County or in which the victim resides in Montgomery County. The USAO-MDAL, in conjunction with its Alabama ICE partners, agree to train Montgomery County and Montgomery Municipal Court prosecutors in the elements necessary to use domestic violence convictions and protection orders in federal felony gun prosecutions. The USAO-MDAL agrees the Alabama ICE Task Force will continue to target domestic violence offenders who can be charged under federal gun crime statutes. The USAO-MDAL will continue to provide its usual services to victims in federal cases involving domestic violence. The USAO-MDAL, through its Victim-Witness Coordinator, will coordinate training related to services provided by the Family Justice Center for victim service providers in Montgomery County. The USAO-MDAL will collaborate with local partners on training programs targeting youth and how they can be safer in their own neighborhoods and communities through its Project Safe Neighborhoods/Alabama ICE partners. The USAO-MDAL will continue to collaborate with the FAP at MGAFFB for family violence victims of federal crimes. The USAO-MDAL will continue to prosecute federal misdemeanor crimes related to family violence that are within its jurisdiction.

Partner 13: Family Guidance Center of Alabama (FGC) - is a private, non-profit family service agency dedicated to strengthening families. They partner with families, organizations and communities through an accessible comprehensive system of coordinated programs and services designed to enable people of all ages in Alabama to envision and achieve their goals. The FGC has operated a variety of services to strengthen families, including counseling, childcare management, Big Brothers/Big Sisters and the Center for Families. A significant number of clients are, or have been, involved in a domestic violence situation. FGC offers counseling services for individuals, families, couples, children, adolescents and groups. The FGC assesses for suicide/homicide ideation and makes appropriate referrals/interventions.

FGC will offer a wide range of services, which include: family advocacy, career development and parenting training on a weekly basis. On an as-needed basis, the counseling program will offer counseling services utilizing counseling interns and regular staff; weekly group therapy addressing such areas as stress management, assertiveness, "inner child" work and other issues; assessments that utilize assessment tools, including depression inventories, child depression inventories, relationship scales, attachment scales, personality inventories and MAPP (Multidimensional Addictions and Personality Profile) in cases of suspected substance abuse problems.

Partner 14: Helping Montgomery Families Initiative - is a project of the Montgomery County District Attorney (DA) in partnership with Montgomery County Public Schools (MPS). The

collaboration includes: local law enforcement, healthcare professionals, mental health, social services, faith-based organizations, juvenile justice agencies, and other organizations with the primary focus of intervening in the lives of school children that have been suspended from school, but not charged with a criminal offense. The primary focus of HMFI is to meaningfully intervene in the lives of suspended students and their families by identifying the root causes of problems that impede the child's ability to behave appropriately in a learning environment. This focus extends to issues that negatively impact the overall level of family functioning. HMFI links such students and their families to the appropriate community services. HMFI utilizes a Multi-Disciplinary Team comprised of fourteen representatives from both the public and not-for-profit sector that provide services to families and children. In addition, HMFI has 49 partnerships with other community organizations that provide services to children and families and serves as referral sources.

HMFI staff will work in partnership with the One Place Family Justice Center and serve as a primary referral source for families and children to receive needed services in a setting that would help eliminate transportation to multiple sites, which is a significant barrier for at-risk families in this community. In addition, HMFI will serve as a link between the One Place Family Justice Center and HMFI's currently existing community partners.

Partner 15: Victims of Crime and Leniency (VOCAL) - VOCAL was organized in 1982 to create a system recognizing victims' rights. VOCAL's goal has been to balance the scales of justice by giving crime victims those same rights as offenders. VOCAL has approximately 1,900 members throughout the State. The organization has expanded its advocacy to include free counseling from a certified counselor, support at trials and parole hearings, crime scene cleanup, death notification, informing the victims of their rights and apprising the public of the plight of crime victims. Police departments and the District Attorney's Victim Service Officers utilize VOCAL's staff and volunteers, who are available around the clock for death notification, crime scene clean up, and crisis counseling.

VOCAL will be an active partner who provides a safe place near the One Place Family Justice Center for out-of-town victims of violent crimes and their families to reside overnight when they are in Montgomery County, attending court or parole hearings. Such violent crimes include: domestic violence, dating violence, sexual assault, and stalking.

Partner 16: Montgomery Area Mental Health Authority (MAMHA) -The Montgomery Area Mental Health Authority, Inc. (MAMHA) is a quasi-public non-profit mental health agency whose mission is to provide quality mental health services within our service area, with the assurance that these services will be provided in a manner that respects individual dignity, promotes recovery, and enhances consumer, family and provider partnership. MAMHA provides mental health services for children and adolescents in Montgomery and the surrounding area. MAMHA provides complete mental health services to include intake (assessment), treatment planning, recovery planning, individual and group therapy and psychiatric care where appropriate.

MAMHA will be available for intake processing, treatment planning, and individual counseling, as well as consulting and screening for mental illness.

Partner 17: Montgomery County Task Force on Domestic Violence (MCTFDV) - Established in 1994, the MCTFDV, meets monthly to address coordination of services and emerging issues. The monthly meetings are held at the One Place Family Justice Center. The Family Justice Center is an initiative of the MCTFDV. The Task Force will hold its monthly meetings at the One Place Family Justice Center facility and each One Place Family Justice Center partner agency shall be members of the Task Force.

Partner 18: Montgomery AIDS Outreach, Inc., D/B/A Medical Advocacy & Outreach (MAO) - was founded by concerned and inspiring Montgomery, AL residents since 1987. By summer 1987, the original volunteer staff was actively providing much needed HIV/AIDS education to the community and respite/hospice care to those who were diagnosed with AIDS. As HIV/AIDS research findings began to inform public knowledge, care needs and treatment options, MAO was transformed into the largest healthcare organization of its kind in South Alabama – saving lives one person at a time.

In partnership with One Place Family Justice Center, MAO will work closely with the STAR program to provide HIV testing, counseling, post-exposure prophylaxis (PEP) medications and follow-up to sexual assault victims who present within 72 hours of an assault. This partnership will ensure no victim is overlooked for possible exposure to HIV/AIDS.

Partner 19: Butterfly Bridge Children's Advocacy Center (BBCAC)- a nonprofit organization, services child abuse victims in Autauga, Elmore and Chilton counties. The children of these counties can receive specialized services at a center full of childhood comforts in their own community. Onsite, a specialized staff conducts forensic interviews at the request of local law enforcement and DHR, coordinates the local multidisciplinary team, and provides therapy for children and advocacy throughout the life of the case in the criminal justice system.

In partnership with One Place Family Justice Center, BBCAC will work closely with the STAR program to refer children who need forensic evidence collected, photographs of child abuse and wellness examinations to ensure the child is healthy. Both teams work together for multidisciplinary teams and SANE training.

Partner 20: Violence Against Wo(men) Program, Alabama State University – The mission of the Violence Against Women Program (VAWP) at Alabama State University (ASU) is to coordinate comprehensive services and resources for the University that help to reduce offenses in the areas of sexual assault, domestic violence, dating violence and stalking. The VAWP is committed to providing culturally specific prevention and educational programs for the University along with culturally relevant training for campus law enforcement and judicial administration. The effort is guided with input and direction from an active coordinated community resource team. The purpose of the program is to help create and foster a “zero tolerance” campus environment for sexual assault, domestic violence, dating violence and stalking offenses. The Violence Against Wo(men) Program (VAWP) is organized to coordinate and implement sexual, domestic, dating, and stalking violence services and programs for the campus community. ASU VAWP affectionately known as MOVE [moving out violent environments], provides resources and services for students; provides campus wide, ongoing awareness events and educational programs for all students; offers online SDDS education for faculty and staff; facilitates a Coordinated Community Response Team (CCRT) comprised of campus and community resources that are prepared and readily available to assist students 24/7 with SDDS issues; provides additional investigative training for the ASU police department, and policy procedural insight for the judicial arm of Student Affairs and the Title IX office. The University has a zero tolerance for sexual assault, domestic violence, dating or stalking violence. The ASU VAWP will collaborate with One Place to offer resources to clients involved in violent relationships related to domestic violence, sexual assault, dating violence and stalking. In addition, the program will work closely with Sexual Assault Response Teams (SART) to offer trainings as well as referrals to One Place's Standing Together Against Rape (STAR) program. Further the program will be a partner to One Place, assisting with community outreach events as well as webinars when needed.

Partner 21: SABRA Sanctuary, Inc. - is a non-profit domestic violence program located in Selma, Alabama. One of 15 domestic violence programs in Alabama, the program serves Dallas, Perry, Wilcox, Marengo, Greene, and Sumter counties. As a partner of One Place, SABRA Sanctuary will work closely with One Place's Standing Together Against Rape (STAR) program, to provide emergency shelter to children and adult victims of domestic violence or sexual assault who may live in Dallas, Perry, Wilcox, Marengo, Greene and Sumter counties who visit One Place. One Place will provide crisis counseling as well as forensic collection to children and adult clients of the STAR program, who live in the above mentioned counties.

Partner 22: The Alabama Coalition Against Rape (ACAR) – ACAR was founded in 1995. ACAR, comprised of member rape crisis center, conducts prevention activities and empowers centers to facilitate the humane, consistent, and compassionate care of victims of sexual violence and their families. These are accomplished through community awareness, standardization of member services, education, research and advocacy activities. ACAR endeavors to continually improve the treatment of sexual violence survivors and to ultimately end sexual violence. The mission of ACAR is to: improve treatment of and services to sexual assault victims; to increase the reporting and public awareness of sexual assault; and to improve investigation and prosecution of sexual assault.

This MOU signed by all agency officials is indicative of project partners' commitment to work together to achieve stated project goals. The collaboration service area includes Montgomery, Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes, Dallas, Perry, and Wilcox Counties. By the signatures on the following pages, it is a commitment on each project partners' part to work together to achieve the project goals, activities, and tasks. The advocacy and crisis services projects for victims of domestic violence, sexual assault, dating violence, stalking, human trafficking and child and elder abuse, are continuation applications, and the partners have been included in ongoing service delivery. The partners for these various projects have been working successfully with One Place Family Justice Center to provide crucial services for victims. Each project partner reviewed this Memorandum of Understanding prior to signing.

Signature Page: Montgomery County Commission

Elton Dean, Chairman, County Commissioner
Montgomery County Commission

Date

Memorandum of Understanding (MOU)
between
Montgomery County Commission
and
Mid-Alabama Coalition for the Homeless (MACH)

This MOU is entered into as of the date set forth below by the Montgomery County Commission (hereafter referred to as the Commission) and the Mid-Alabama Coalition for the Homeless (hereafter referred to as MACH).

The Commission has been allotted Emergency Rental Assistance Program (ERAP) funds by the U. S. Treasury Department to provide rent and utility assistance to eligible Montgomery County applicants, both landlords and tenants. The Commission is seeking to engage MACH for the purpose of processing applications for assistance. The Commission agrees to do the following:

1. Provide MACH with orientation and training on the process which is currently operating.
2. Provide MACH with the name of an agent of Horne Consulting who will serve as MACH's direct program contact.
3. Remain available to address concerns that arise subsequent to entering into this agreement.

MACH, a 501c3 nonprofit organization, is the HUD-designated Continuum of Care for Montgomery and surrounding counties. MACH agrees to do the following:

1. Assist landlords and tenants with completing applications accurately and completely.
2. Serve as a site for applicants to get assistance with uploading documents for submission.
3. Take phone calls from applicants and contact Horne Consulting to check on the status of requests for assistance.

Both parties further agree to the following:

- The Commission will conduct orientation with MACH staff at the earliest date possible after this agreement is signed.
- The Commission will pay MACH \$50,000 within 10 days of the signing of this agreement. Should MACH's workload be substantially greater than anticipated by the parties, the Commission agrees to negotiate with MACH about additional compensation.
- This agreement will terminate on December 31, 2021, unless terminated earlier by way of a two-week written notice by either party.

Signature

Date

Florence M. Cauthen, County Administrator
Montgomery County Commission

Montgomery, AL _____
334-832-1203

Signature

Date

Lydia C. Pickett, Executive Director
Mid-Alabama Coalition for the Homeless
101 Coliseum Boulevard
Montgomery, AL 36109
334-261-6182



Gallion & Gallion, LLC
7475 Halcyon Pointe Dr.
Montgomery, Alabama 36117
t. 334.265.8573

Mac Donald Gallion (1913-2007)

Thomas T. Gallion, III

Constance C. Walker

* Of Counsel

MEMORANDUM

May 27, 2021

To: Florence Cauthen, County Administrator

From: Thomas T. Gallion, III

Re: Contract Agreement – Mid-Alabama Coalition for the Homeless (MACH)

I have reviewed the MOU between Montgomery County Commission and Mid-Alabama Coalition for the Homeless. MACH is a qualified 501(c)(3) non-profit organization.

It is my opinion that the MOU is acceptable as is. The MOU will be binding on all parties upon execution.

I am also of the opinion that the services provided for in this MOU are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why this MOU should not be executed if it is the desire of the Montgomery County Commission.

50051-317



Memo

Re: Invitation to Bid No. 52200-21B-019 Commissary and Trust Fund Management Off-Site Service

Date: County Commission - Information Session - Jun 01 2021

To: Montgomery County Commission

From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request that approval of award on the above referenced Invitation to Bid to Keefe Commissary Network, LLC, a commission rate of 44.5% of net sales of inmate commissary be placed on a future agenda.

Tiger Commissary Services quoted a higher commission rate; however, their proposal does not meet the needs of the Detention Facility.

Coordination of award made with Sheriff Derrick Cunningham.

ATTACHED:

[Tabulation 52200-21B-019 Commissary and Trust Fund Management Service](#)

[Memo from Sheriff Cunningham 52200-21B-019 Commissary and Trust Fund Management Service](#)

[Contract No. 52200-21B-019 Commissary and Trust Management Service](#)

Purchasing Department
Montgomery County Commission

[illegible]

Notes:



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Khristie Davis, Purchasing Manager

From: Derrick Cunningham, Sheriff 

Date: May 21, 2021

Re: Invitation to Bid: 52200-21B-019
Commissary and Trust Fund Management Off-Site Service

I request approval of award on the above referenced Invitation to Bid to Keefe Commissary Network, LLC., for a commission rate of 44.5% of net sales for inmate commissary, be placed on a future agenda.

Tiger Correctional Services, vendor with 45% commission rate recommends the Montgomery County Detention Facility configure a full system backup that will be maintained by the facility on external storage media. There's a disclaimer in their proposal that states, although we use and test our backup system regularly and consider it reliable, technical problems could prevent us from being able to restore any backup.

Keefe Commissary Network offers Montgomery County Detention the best overall solutions and needs for the inmates of Montgomery County Detention Facility.

If I can be of further assistance, please contact me.

DC/ms

Attachment

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 15th day of June 2021, between Keefe Commissary Network, LLC of St. Louis, Missouri and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Keefe Commissary Network, LLC agrees to furnish commissary and trust fund management off-site service for Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No. 52200-21B-019, as issued by the Montgomery County Commission on April 30, 2021 (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Keefe Commissary Network, LLC and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. Montgomery County Detention hereby grants Keefe Commissary Network, LLC the exclusive right to deposit services and sell personal care products, clothing, food products, candy, snacks, pastries, beverages, meats, miscellaneous items and shoes to inmates of the Montgomery County Detention Facility, utilizing KeepTrak Software.
3. The term of this agreement will be for a period of three (3) years, commencing on July 3, 2021 and ending July 2, 2024. Montgomery County Commission or Keefe Commissary Network, LLC may terminate this agreement at any time during the contract period with a ninety (90) day written notice.
4. Keefe Commissary Network, LLC will provide to Montgomery County Detention Facility, at no cost, the hardware, software, and installation thereof of the items listed per the Invitation to Bid. Montgomery County agrees to provide adequate space and utility outlets to accommodate the equipment. The cost of licensing, repairs, maintenance, and upgrades will be completed by Keefe Commissary Network LLC. A fee, not to exceed \$1.50 will be charged for all cash transactions completed on the lobby kiosk. A fee, not to exceed 2% of funds deposited will be charged for credit/debit card transactions completed on the lobby kiosk. A fee of 2% will be charged for phone and internet transactions. Keefe Commissary Network, LLC will send an armored car/employee to withdraw cash from the automatic teller machine one (1) time

a week and convert the cash to a check for the Montgomery County Detention Facility to deposit. Keefe Commissary Network, LLC will take full responsibility for the cash collected.

5. Montgomery County Commission shall be responsible for and agrees to pay Keefe Commissary Network, LLC for loss or damages to equipment resulting from vandalism, theft or abuse.
6. Keefe Commissary Network, LLC will provide free system training and technical support as needed for the length of the contract.
7. Keefe Commissary Network, LLC will submit invoices on a weekly basis that will detail and total the amount of sales for the week.
8. Keefe Commissary Network, LLC shall set resale selling prices, subject to review and approval by Montgomery County Detention Facility.
9. Keefe Commissary Network, LLC will pay a 44.5% commission rate of adjusted gross sales on a monthly basis to Montgomery County Detention. Adjusted gross sales are gross sales less noncommissioned item sales.
10. Keefe Commissary Network, LLC will provide an employee to process orders, apply credits/returns and to produce a weekly invoice for Montgomery County Detention. In addition, Keefe Commissary Network, LLC will provide four (4) people from 9:00 a.m. to 3:00 p.m. on the date of the commissary delivery to distribute orders to the inmates.
11. Keefe Commissary Network, LLC shall remove its equipment and software upon expiration or termination of this contract. Data collected from the software system is the property of Montgomery County Detention and will be copied or removed from the hardware and returned to Montgomery County Detention.
12. Keefe Commissary Network, LLC shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
13. Keefe Commissary Network, LLC may not assign, transfer, convey, or otherwise, dispose of this contract or its rights, title or interest in or the same, or any part thereof, without written consent from Montgomery County Commission.
14. Keefe Commissary Network, LLC agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal

fees, and all other expenses incurred by the County arising in favor of any party, including employees of Keefe Commissary Network, LLC 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. Keefe Commissary Network, LLC agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Keefe Commissary Network, LLC agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of 15th day of June 2021.

WITNESS:

KEEFE COMMISSARY NETWORK, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Amendment No. 2 Midsouth Paving, Inc.
Date: County Commission - Information Session - Jun 01 2021
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request the approval of the attached Amendment No. 2 to Midsouth Paving, Inc. to provide high performance asphalt cold path.

Amendment No. 2 will allow the contract to extend for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices and all other provisions will remain the same.

This contract extension was coordinated with George Speake, County Engineer.

ATTACHED:

[Amendment No. 2 Contract No. 53000-19B-015 Midsouth Paving, Inc.](#)

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

Amendment
to
Contract No. 53000-19B-015
High Performance Asphalt Cold Patch

Amendment No. 2

Contract with Midsouth Paving, Inc. to provide high performance asphalt cold patch is hereby extended for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices and all other provisions of the contract shall remain the same.

WITNESS:

MIDSOUTH PAVING, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Amendment No. 2 Wiregrass Construction Company, Inc.
Date: County Commission - Information Session - Jun 01 2021
To: Montgomery County Commission
From: Khristie Davis, Buyer I

BACKGROUND INFORMATION:

Request the approval of the attached Amendment No. 2 to Wiregrass Construction Company, Inc. to provide bituminous plant mix.

Amendment No. 2 will allow the contract to extend for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices will increase 4.75% in accordance with the contract.

All other provisions will remain the same.

This contract extension was coordinated with George Speake, County Engineer.

ATTACHED:

[Amendment No. 2 Contract No. 53000-19B-017 Wiregrass Construction Company, Inc.](#)

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

Amendment
to
Contract No. 53000-19B-017
Bituminous Plant Mix

Amendment No. 2

Contract with Wiregrass Construction Company, Inc. to provide bituminous plant mix is hereby extended for one (1) year, beginning July 22, 2021 and ending July 21, 2022.

Prices will increase 4.75% in accordance with the contract.

All other provisions of the contract shall remain the same.

WITNESS:

WIREGRASS CONSTRUCTION COMPANY, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Memo

Re: Property and Liability Insurance Broker Services
Date: County Commission - Information Session - Jun 01 2021
To: Montgomery County Commission
From: Holly Leverette, Director of Risk Management

BACKGROUND INFORMATION:

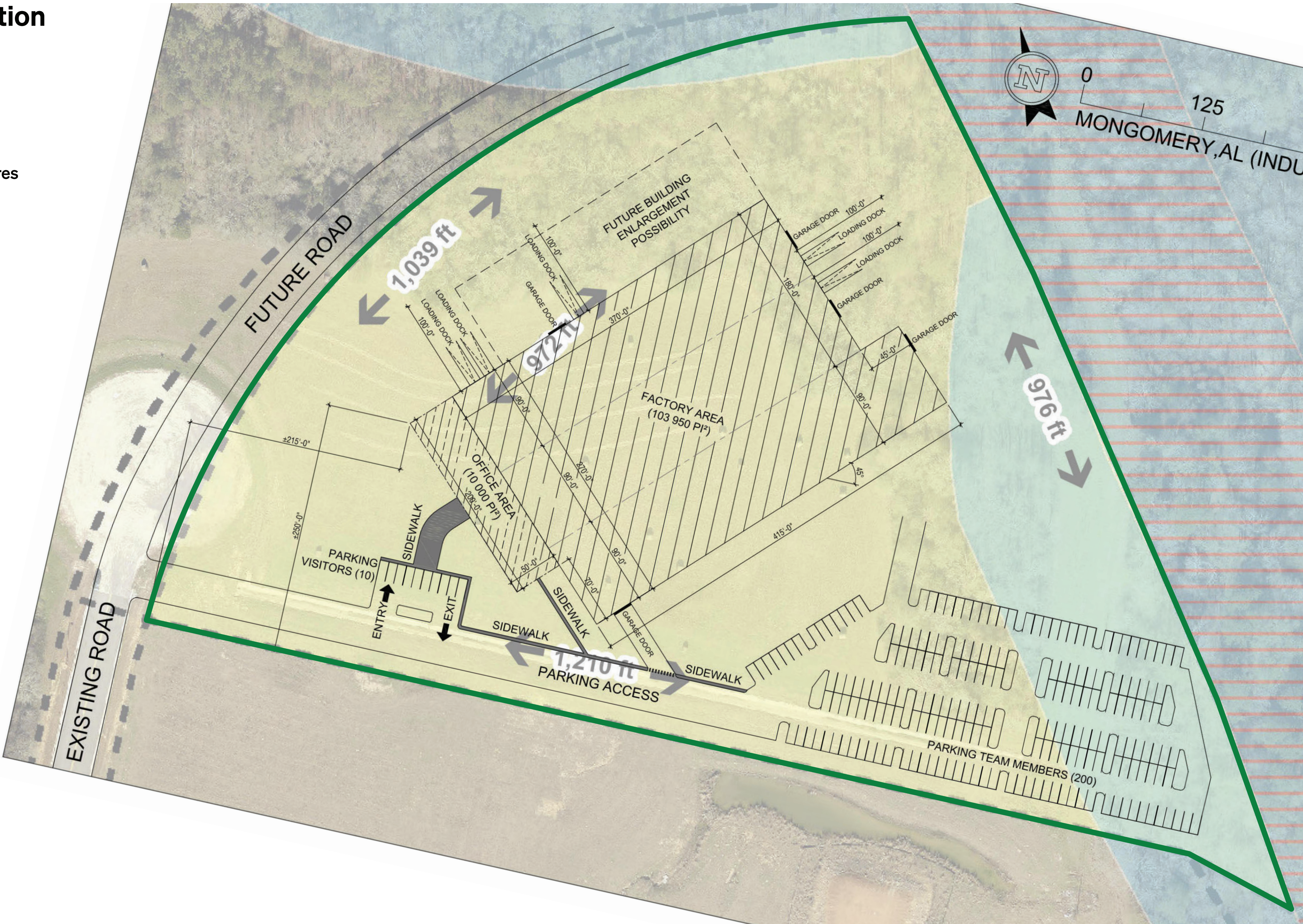
An RFP was released for Property and Liability Insurance Broker Services. Five responses were received including one declination. Based on the proposals received, I recommend the Property and Liability Insurance Broker Services agreement be awarded to the Stark Agency. A service agreement will be included in the next Commissioner's packet after it is reviewed by the County Attorney.

RECOMMENDATION:

I am requesting a service agreement for Property and Liability Insurance Broker Services through Stark Agency be placed on the next agenda for approval.

Original site information

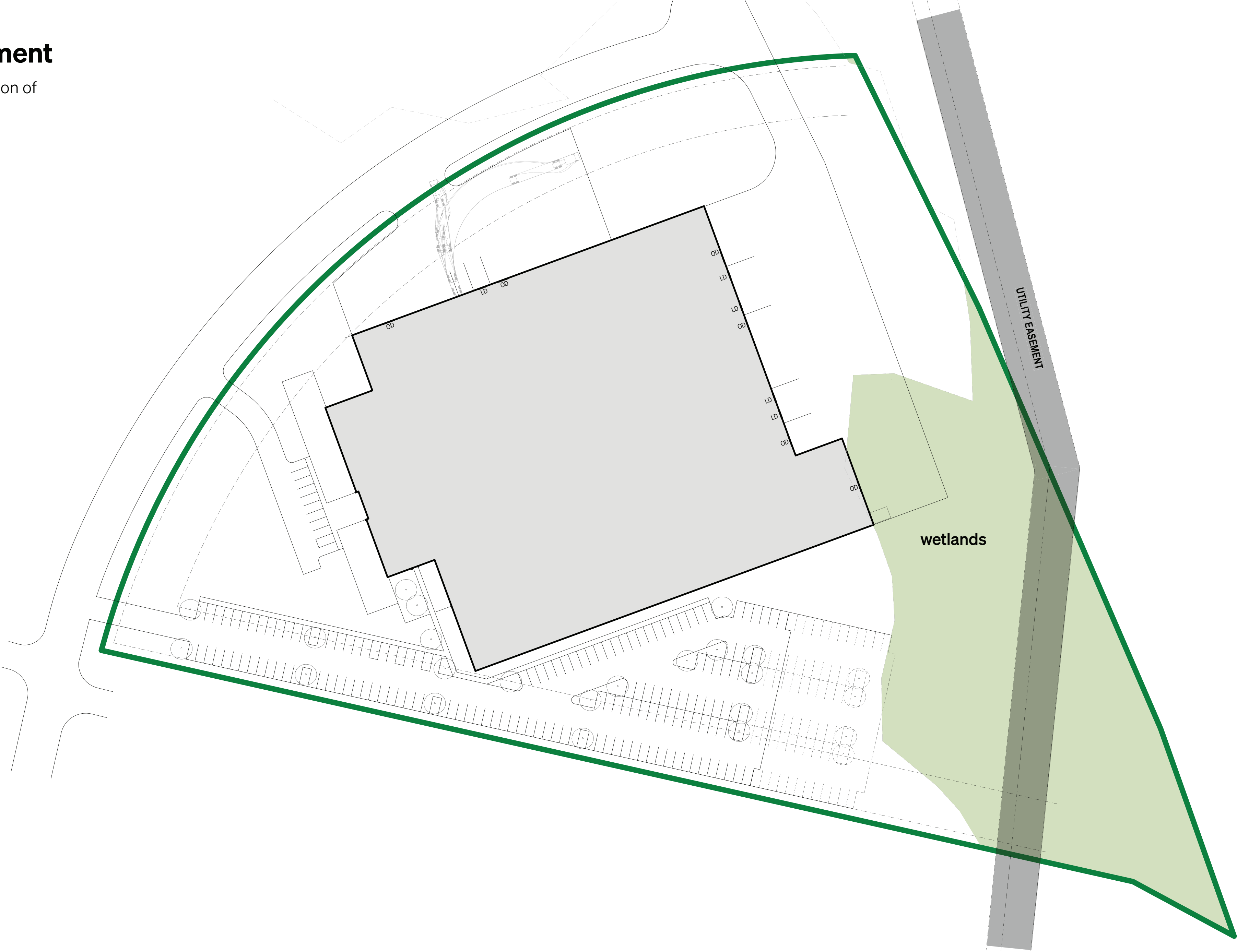
original boundary: 12.75 acres



Wetlands & Utility Easement

limits development of the southeast portion of the site

 original boundary: 12.75 acres



Boundary Revision

reduces space for on-site truck maneuvering

- original boundary: 12.75 acres
- boundary from Jeff Fennell 04/27/21: 12.15 acres



Revised site plan

uses street for truck maneuvering which would require a variance

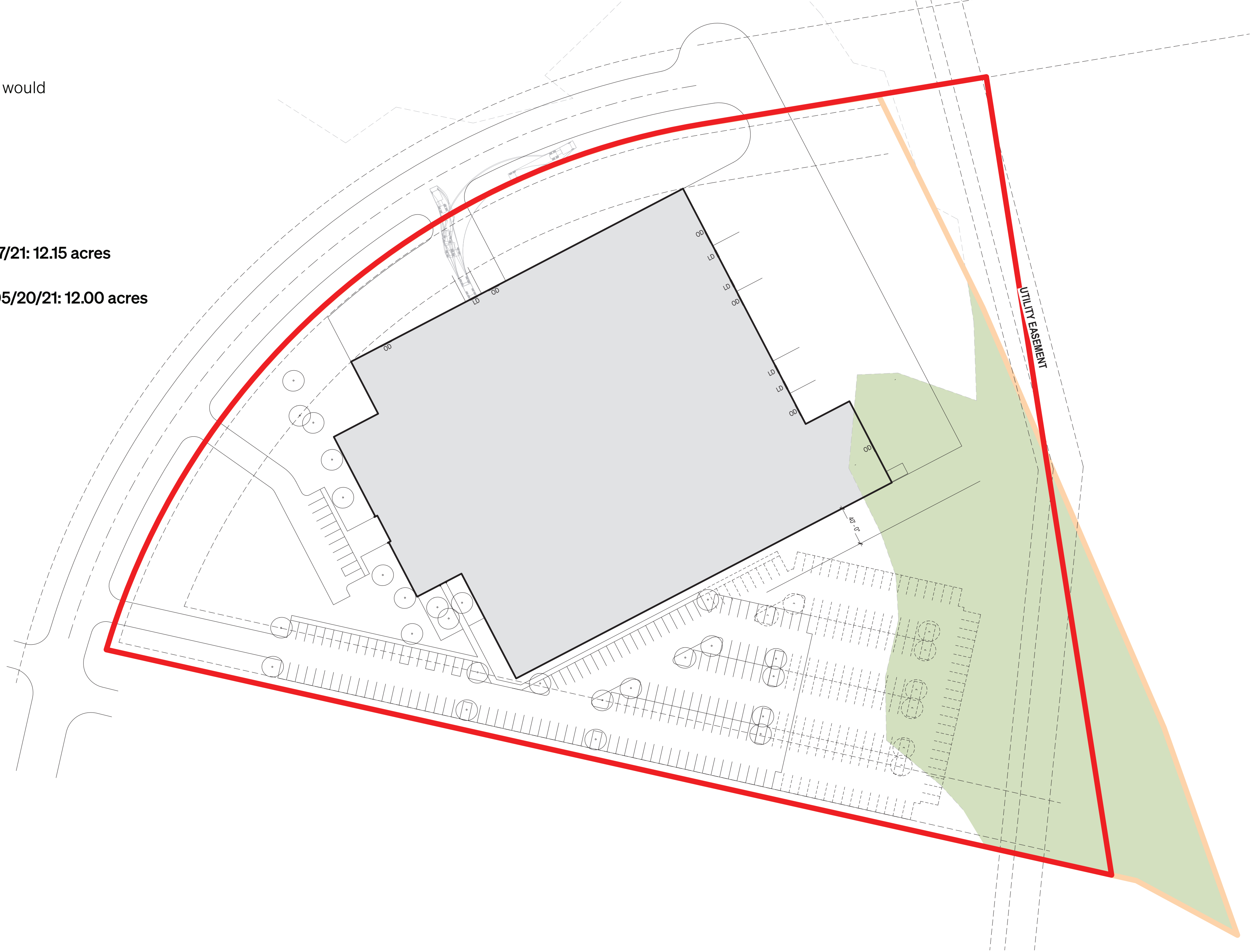
- original boundary: 12.75 acres
- boundary from Jeff Fennell 04/27/21: 12.15 acres



Revised site plan

uses street for truck maneuvering which would require a variance

- original boundary: 12.75 acres
- boundary from Jeff Fennell 04/27/21: 12.15 acres
- boundary from Scott Campbell 05/20/21: 12.00 acres



Proposed site plan

Reduces length of county road project, adds usable land to the property, and reduces unusable land from the property.

- original boundary: 12.75 acres
- boundary from Jeff Fennell 04/27/21: 12.15 acres
- boundary from Scott Campbell 05/20/21: 12.00 acres
- Premier Tech proposed boundary: 12.14 acres



U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 117th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

_____, _____
(Landlord's name) (Landlord's street address, city, state, ZIP code)
("Lessor"), and _____, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee _____ square feet of office space located at _____
(Office street address)
in the city, state and ZIP code of _____.
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning _____, 20____ and ending _____, 20____. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be _____, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving _____ days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 117th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 117th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 117th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany **every** Lease or Amendment submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 117th Congress may not commence prior to January 3, 2021.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 117th Congress, leases should end on January 2, 2023, not December 31, 2022.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- C. The Member/Member-Elect must indicate in Section A ("Lease Amenities") whether the proposed leased space will serve as a flagship district office.
- D. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- E. Even if rent is zero, an Attachment is still required.
- F. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- G. Once signed by both parties, the Lease or Amendment along with the Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or by fax (202-226-0357).
- H. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by the Administrative Counsel and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- I. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A (Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

- ☐ * **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- ☐ Lockable Space for Networking Equipment.
- ☐ Telephone Service Available.
- ☐ Parking. ☐ _____ Assigned Parking Spaces
 ☐ _____ Unassigned Parking Spaces
 ☐ General Off-Street Parking on an As-Available Basis
- ☐ Utilities. Includes: _____
- ☐ Janitorial Services. Frequency: _____
- ☐ Trash Removal. Frequency: _____
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☐ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____
 Phone Number: _____ Email Address: _____

To be completed by the Member/Member-elect (required):

- ☐ The leased space will serve as my flagship (primary) District Office.
- ☐ The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

(Page 2 of 5 – 117th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

District Office Lease Attachment

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

District Office Lease Attachment

(Page 4 of 5 – 117th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.*

U.S. House of Representatives

Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO:

FAX NUMBER: (202) 225-6914

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515
 AGENCY IDENTIFIER 53-6002523 AGENCY LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN		BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN	
ADDRESS/CITY/STATE/ZIP		Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN) EMPLOYER TAX ID NUMBER (EIN) 	
CONTACT PERSON NAME		PURCHASE ORDER ADDRESS/CITY/STATE/ZIP	
EMAIL		PO EMAIL	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
REMIT TO ADDRESS			

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)		Exemptions (codes apply only to certain entities, not individuals): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
Individual/Sole Proprietor or Single Member LLC	C Corporation	
S Corporation	Partnership	
Trust/Estate		
Limited Liability Company. Check the tax classification: C corporation S corporation Partnership Note. For <i>single-member LLC</i> that is disregarded, check the appropriate box for the tax classification of the single-member owner.		
Government Entity. Check the tax classification: Federal State Local		
Other _____		

SECTION III FINANCIAL INSTITUTION INFORMATION (U.S.)

BANK NAME	TELEPHONE NUMBER
NINE-DIGIT ROUTING TRANSIT NUMBER _____	
DEPOSITOR ACCOUNT TITLE	
DEPOSITOR ACCOUNT NUMBER	LOCKBOX NUMBER
TYPE OF ACCOUNT	CHECKING SAVINGS LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business	Large Business-No Socio-Economic Designations Minority SmBusiness Sm-Disadv/Minority Sm-Disadv Only SmMin Only							
Sm-Disadvantaged Business Prog	8 (a) Firm	HUBZone Program	HUBZone Eligible	Emerging Small Business	Women-Owned Business			
Other Preference Programs	Buy Indian	Directed to JWOD Non-Profit	No Preference/Not Listed	Small Business Set-Aside	Very Small Business Set-Aside			
Veteran Owned Status	Non-Vet Owned SmBus	Other Vet Owned SmBus	Serv-Disabled Vet Other Bus	Serv-Disabled Vet Owned SB	Vet-Owned Other Bus			
Size of Business:	(A) 50 or less	(B) 51-100	(C) 101-250	(D) 251-500	(E) 501-750	(F) 751-1,000	(G) Over 1,000	(M) 1 million or less
	(N) 1.1-2 million	(P) 2.1-3.5 million	(R) 3.1-5 million	(S) 5.1-10 million	(T) 10.1-17 million	(Z) Over 17 million		

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME	TITLE/POSITION
SIGNATURE	DATE
	TELE

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution

1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.



Memo

Re: Chief of Operations Job Description
Date: County Commission - Information Session - Jun 01 2021
To: Montgomery County Commission
From: Florence Cauthen, Administrator

BACKGROUND INFORMATION:

Attached is a job description developed by Personnel for a Chief of Operations for the Montgomery County Commission. The Chief of Operations and Deputy Administrator job descriptions are similar, but the duties and minimum qualifications for the Chief of Operations are more appropriate for the job to be performed. The pay grade for both positions is A15.

ATTACHED:

[Chief of Operations Job Description](#)

[Deputy Administrator Job Description](#)

Draft- CHIEF OF OPERATIONS

FLSA: Exempt
Pay Grade: A15

COXXXX
05/25/21

NATURE OF WORK: The fundamental reason this position exists is to carry out the planning, organizational, and operational activities and functions for the county as delegated by the County Administrator. Work responsibilities include assisting the County Administrator with financial and budget management, Alabama Competitive Bid Laws and Public Works Law Compliance; planning, organizing and coordinating staffing functions; coordinating and directing county operations and support functions; managing and directing supervisory management training programs; developing and implementing managerial and operational policies and procedures; supervises professional employees; and monitoring the implementation of grant funded programs. Work demands the ability to use independent judgment and initiative when making decisions that impact county operations. This position reports to the County Administrator.

WORK RESPONSIBILITIES: The following list of work responsibilities was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned.

WR1. Assists the County Administrator with budget management activities to include monitoring expenditures and program costs and bid law compliance, serving as budget advisor to division heads and/or the County Commission.

WR2. Works with the County Administrator, County Commission and department heads to plan for policy implementation through the execution of the budget and other policies.

WR3. Plans, organizes and coordinates staffing functions to ensure the effective use of department staff.

WR4. Provides guidance to department and division heads on operations and department issues regarding policy implementation and interpretation, facilitating problem solving and various recommendations regarding the use of county resources, evaluating issues facing the county and/or building construction, maintenance, renovation or space utilization.

WR5. Oversees the formulation and management of operating plans, strategies, policies and procedures through discussions with division heads, administrators and staff and by researching trends, court decisions, and changes in federal and state law.

WR6. Performs supervisory duties at the professional and management level over assigned county staff following the County Administrator's directives to ensure consistent application of policies, services, procedures and programs throughout county government.

WR7. Communicates with department heads to ensure they are kept current with policy and operation changes emphasizing quality of service by fostering a culture of excellence, accountability and productivity.

WR8. Receives and handles complaints or requests from the public to establish and maintain effective working relationships with citizens, volunteers, council members, department heads and the media.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budget.

Knowledge and awareness of trends to determine long and short range needs for county and to coordinate requests between divisions based on varied needs.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of division operations and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, and procurement.

Knowledge of Alabama Competitive Bid Laws as needed to maintain compliance.

Knowledge of Public Works Laws as needed to maintain compliance.

Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds.

Knowledge of local, state and federal laws, regulations and requirements regarding personnel issues or matters to include, but not limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, Americans with Disabilities Act and Family Medical Leave Act.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to evaluate organizational changes or trends and to determine appropriate action for the county based on direction provided by the County Administrator and on knowledge of the needs of the county.

Ability to evaluate the impact of changes to local, state and federal laws on county operations.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

CHIEF OF OPERATIONS

Page 3

Ability to present factual information and ideas, both orally and in writing, to include writing position papers, memos, reports, policies, procedures or legislative bills.

Ability to analyze and evaluate data and information provided by staff or reports such as legal briefs, economic or organizational analysis in order to determine when enough information is available to take action, to define consequences and to consider and select alternatives in order to make a decision or to develop recommendations for Commission based on organizational needs, benefits and costs.

Ability to establish and maintain effective work relations with employees, division heads, citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

Ability to supervise employees to include assigning and reviewing work, providing constructive feedback, and recommending discipline.

Ability to comprehend and interpret grant objectives and guidelines as needed to ensure grants meet county needs and priorities.

CHIEF OF OPERATIONS

Page 4

MINIMUM QUALIFICATIONS: Bachelor's degree in public or business administration or related field and a minimum of seven (7) years of progressive management and supervisory experience in public administration, finance, or personnel administration, with at least three (3) of the seven years at an executive-level management position such as a division, department or agency head. Experience in a county or municipal environment is preferred.

ACKNOWLEDGMENTS:	
_____ Administrator, County Commission	_____ Date
_____ Chairman, County Commission (with concurrence of Commission)	_____ Date

DEPUTY ADMINISTRATOR

FLSA: Exempt
Pay Grade: A15

0164
09/30/20

NATURE OF WORK: The fundamental reason this position exists is to carry out the planning, organizational, and operational activities and functions for the county as delegated by the County Administrator. Work responsibilities include assisting the County Administrator with financial and budget management, Alabama Competitive Bid Laws and Public Works Law Compliance; planning, organizing and coordinating staffing functions; coordinating and directing county operations and support functions; managing and directing supervisory management training programs; developing and implementing managerial and operational policies and procedures; supervises professional employees; and monitoring the implementation of grant funded programs. Work demands the ability to use independent judgment and initiative when making decisions that impact county operations. This position reports to the County Administrator.

WORK RESPONSIBILITIES: The following list of work responsibilities was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned.

WR1. Assists the County Administrator with financial and budget management activities to include monitoring expenditures and program costs and bid law compliance, serving as budget advisor to division heads or the County Commission, and assuming the financial and budget responsibilities of the County Administrator in his/her absence.

WR2. Plans, organizes and coordinates staffing functions for county and resolves personnel issues including the review of requests for staffing changes, directing supervisory training programs, serving as advisor or mediator on personnel issues and researching and developing recommendations for County Commission on staffing or personnel issues.

WR3. Coordinates county operations and support functions with division heads and staff for tasks involving several divisions or agencies to include providing advice and information on county operations, coordinating the use of county resources such as facilitating problem solving, evaluating issues facing the county and making recommendations on building construction, maintenance, renovation or space utilization.

WR4. Develops, interprets and/or implements managerial and operational policies and procedures such as the Montgomery County Procedures Manual, through discussions with division heads, administrators and staff and by researching trends, court decisions, and changes in federal and state law.

WR5. Supervises the staff members including the General Services Director, Juvenile Detention Director and County Parks and Recreation Director to include assigning work, handling personnel concerns and problems, and recommending disciplinary and other personnel actions.

WR7. Monitors the implementation of grant-funded programs and reviews the budget for federal and state match programs to ensure that federal money is spent in accordance with grant work plans following guidelines of granting agents in order to ensure compliance with guidelines of granting agents and with all applicable codes, laws, rules, regulations, standards, policies, and procedures.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budget.

Knowledge and awareness of trends to determine long and short range needs for county and to coordinate requests between divisions based on varied needs.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of division operations and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, and procurement.

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Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds.

Knowledge of local, state and federal laws, regulations and requirements regarding personnel issues or matters to include, but not limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, Americans with Disabilities Act and Family Medical Leave Act.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to evaluate organizational changes or trends and to determine appropriate action for the county based on direction provided by the County Administrator and on knowledge of the needs of the county.

Ability to evaluate the impact of changes to local, state and federal laws on county operations.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to present factual information and ideas, both orally and in writing, to include

writing position papers, memos, reports, policies, procedures or legislative bills.

DEPUTY ADMINISTRATOR

Page 3

Ability to analyze and evaluate data and information provided by staff or reports such as legal briefs, economic or organizational analysis in order to determine when enough information is available to take action, to define consequences and to consider and select alternatives in order to make a decision or to develop recommendations for Commission based on organizational needs, benefits and costs.

Ability to establish and maintain effective work relations with employees, division heads, citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

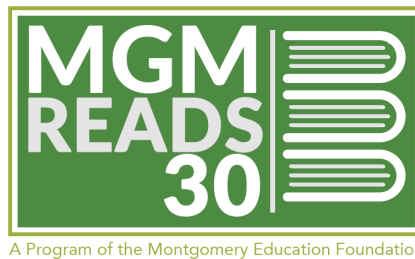
Ability to supervise employees to include assigning and reviewing work, providing constructive feedback, and recommending discipline.

Ability to comprehend and interpret grant objectives and guidelines as needed to ensure grants meet county needs and priorities.

DEPUTY ADMINISTRATOR

Page 4

MINIMUM QUALIFICATIONS: Master's degree in public or business administration or related field and a minimum of ten (10) years of progressive management and supervisory experience in public administration, finance, or personnel administration, with at least five of the ten years at an executive-level management position such as a division, department or agency head. Experience in a county or municipal environment is preferred.



MGM READS seeks to provide underserved students and families in the Montgomery community with culturally relevant books and literacy support materials.

Now more than ever, our students need these resources! By distributing such crucial resources to students and families, we aim to support both students and families as we work to recover from the disrupted learning caused by the COVID-19 pandemic.

Over the last year, MGM READS delivered 3,000 packages and distributed over 6,000 books!

2021 GOAL
6,000 packages distributed and
12,000 books
Total cost \$132,000 (\$66,000 already raised)
Requested Expansion Funds = \$66,000

What can MGM READS provide?

- Delivery of weekly reading packages for 6 weeks that include :
 - Two age appropriate high quality, culturally relevant books .
 - Reading and Wordplay activities for each book.
 - Family tips and ideas to support student readers.
- Access to the MGMReads.org website that includes:
 - 24 Storybook read aloud videos of engaging books read by local community leaders, heroes and just great people!
 - 40 videos reading the Clubhouse Mystery Series chapter book series.
 - Reading activities and resources.

The expansion funding requested will be used to serve all of the summer YMCA programs, providing packages to children at all of their sites. Additionally the activities included in the package can be implemented with the students at the sites providing support for YMCA staff.

REQUEST FOR EXPANSION FUNDING 3,000 packages and 6,000 books and activities = \$66,000

ALL resources available at:
www.MGMREADS.org

mgmreads@montgomeryed.org
334-647-1700



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

May 27, 2021

To whom it may concern,

MGM Reads has the full support of the YMCA of Greater Montgomery.

Summer learning activities play an important role in children's academic, social, physical, and emotional development. Without summer activities, studies show that children tend to lose reading and math skills, develop poor health habits, and face increased risks of negative social behavior. Most children in under-resourced communities lack affordable, safe, and high-quality summer learning options. Summer learning loss has been shown to account for up to two-thirds of the academic achievement gap between children from low-income families and their higher-income peers.

The achievement gap has grown far wider because of COVID. Many children in low income, high risk areas have not been in school for over a year. Schools were closed or only offered virtual learning. Access to technology, wireless, and adult supervision are some of the reasons these children were not able to attend school. These students are at risk of being held back or even worse, dropping out of school altogether. Unfortunately, these issues do not exist in isolation. Our students from low-income communities who often experience summer learning loss also often face multiple related challenges that impact their ability to attend school or focus when they're there. These challenges include insufficient access to nutrition, crime, and lack of community support. This is a generational crisis for our children.

The YMCA of Greater Montgomery is well positioned to help the community tackle this generational crisis of the achievement gap exacerbated by COVID 19. The Y has the organizational capacity to serve more children if additional resources were available. Our YMCA has a proven track record in combatting summer learning loss. We have sought to add educational components which aid to prevent summer learning loss in all of our summer camp programs.

MGM reads will be a great asset for our YMCA summer camp programs, the children we serve, and their families. Over 500 children participating in our summer camp programs at the East YMCA, Cleveland Avenue YMCA, YMCA Goodtimes Center, and the Kershaw YMCA will have the opportunity to participate. They will be able to build their home libraries and participate in reading activities online and during our summer program. This will be a huge benefit to our children as they prepare for the 2021-22 school year. MGM Reads will be a wonderful and necessary part of our 2021 Summer Camp Program.

Sincerely,

Jeff Reynolds

Senior Vice President



Gallion & Gallion, LLC
7475 Halcyon Pointe Dr.
Montgomery, Alabama 36117
t. 334.265.8573

Mac Donald Gallion (1913-2007)
Thomas T. Gallion, III
Constance C. Walker
* Of Counsel

ttg@hsg-law.com

May 27, 2021

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

Re: Executive Session -June 1, 2021

Dear Montgomery County Commission Members:

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

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Thomas T. Gallion, III'.

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp