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Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the January 22, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Tuesday, January 22, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

County offices will be closed on Monday, January 21, 2019 in observance of Martin Luther King, Jr.'s, Birthday.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' Miscellaneous Appropriations.

1. County Commission Information Session Schedule for January 22, 2019

Waived Rules Item for Tuesday, January 22, 2019

2. Consider Authorization of On-Site Partnership Agreement for One Place Family Justice Center, County Commission
3. Consider Authorization of Bid Award to the next lowest bidder, Kellwell Food Management, Inc., for Inmate Food Service, Bid Award Number 52200-19B-010, Detention Facility

Items to Consider for the Tuesday, February 4, 2019 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231, Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref. # 100064380 and Related Resolution, Engineering Department

5. Consider Authorization of Board Member Appointments, Montgomery County Community Punishment & Corrections Authority
6. Consider Authorization of Board Member Appointments, Montgomery County Parks and Recreation Board
7. Consider Authorization of Memorandum of Understanding (MOU) regarding Board Appointments to the Montgomery Airport Authority, County Commission
8. Consider Authorization of Memorandum of Agreement (MOA) among the District Attorney's Office, the Montgomery County Commission, the City of Montgomery and the Montgomery Public Schools for the Helping Montgomery Families Initiative (HMFI), County Commission
9. Consider Authorization of Interagency Agreement with the Alabama Department of Human Resources regarding the New DHR Building Project, County Commission
10. Consider Authorization of Amendment Number 2 to Contract with Galls, LLC, for Items 1-21, 23-27, 30, 57 and 58 regarding a One (1) Year Extension, beginning February 7, 2019 and ending on February 6, 2020 and a 5% Price Increase for Sheriff's Office Uniforms, Contract Number 52110-17B-008, Sheriff's Office
11. Consider Authorization of Amendment Number 3 to Contract with the next low bidder MAC Uniforms, for Items 28 and 29, beginning February 7, 2019 and ending on February 6, 2020, for Sheriff's Office Uniforms, Contract Number 52110-17B-008, Sheriff's Office
12. Consider Authorization of Amendment Number 4 to Contract with Summit Foods Services, LLC regarding a Thirty-two (32) Day Extension, beginning January 30, 2019 and ending on March 3, 2019, for Inmate Food Service, Contract Number 52200-16B-041, Detention Facility
13. Consider Authorization of Renewal of Contractual Agreement concerning Elevator Consulting Services with Dieter Consulting Services, Inc., County Commission
14. Consider Authorization of Payment of Ex-Officio Membership to the Montgomery Area Committee of 100, Inc., for Chairman Dean, County Commission
15. Consider Authorization of 2019 County Employee Blood Drives, County Commission
16. Consider Authorization of 2019 Montgomery County Clean-Up Days, County Commission
17. Consider Authorization of Bid Award to ThyssenKrupp Elevator Corporation for Renovation of the Courthouse Elevators, BDW Project Number: 2017-132.1, County Commission

18. Consider Authorization of Bid Award to Holley-Henley Builders, Inc., for Montgomery County Detention Facility Building 1 Renovations, PH&J Project No. 1712-GV, County Commission
19. Consider Authorization of Budget Change Request Number 1, Recreation Board

Personnel Action Item

20. Consider Authorization of Abolishment of the Mental Health and Legal Services Coordinator Position and Establishment and Allocation of a New Classification, Probate Staff Attorney, Pay Grade A12, and Related Position Fill Request, Probate Judge's Office

General Information

21. Copy of Memo from Grant Manager Regina Walker with the Sheriff's Office requesting \$300 for Deputy Dave's Family and Friends Day
22. Copy of Memo from Grant Manager Regina Walker with the Sheriff's Office requesting to submit a Letter of Intent for the 2019 Alabama Americorps Grants
23. Copy of Letter from Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority requesting **\$90,000** for one-third of the Preliminary Engineering Design and Environmental Assessment cost for a runway extension project. She has requested \$90,000 from the City and the Airport Authority would contribute the remaining \$90,000 for a total of \$270,000. **Also, attached is a copy of the Minutes from the January 22, 2018 Commission meeting adopting a Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing (F-35 Fighter Jet Project)**
24. Copy of 2018 United Way Campaign Results
25. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce and Real Estate Matter
26. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
27. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for January 2019
28. Copies of Revenue Reports for December 2018 from Tax and Audit Department
29. Copy of Population Report for December 2018 for the Mac Sim Butler Detention Facility
30. Copy of Census and Fiscal Report for December 2018 for Community Corrections

Items to Consider for a Proposed Special Call Meeting of the Emergency Management Communications District Board on February 4, 2019

31. Consider Authorization of a Memorandum of Understanding with the City of Montgomery Emergency Communications District regarding an Upgrade to the Montgomery Metro Communications Cooperative District Microwave Network for the City and Countywide Public Safety P25 System

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JANUARY 22, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Probate Judge Steven L. Reed - Presentation regarding Abolishment of the Mental Health and Legal Services Coordinator Position and Establishment and Allocation of a New Classification, Probate Staff Attorney, Pay Grade A12, and Related Position Fill Request (**Personnel Actions Item 20**)
- 8:15 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems Operations
- 8:20 a.m. County Engineer George Speake – Presentation regarding Agreement with the Alabama Department of Transportation regarding Resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231, Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref. # 100064380 and Related Resolution (**Future Agenda Item 4**)
- 8:25 a.m. Sheriff Derrick Cunningham – Presentation requesting \$300 for Deputy Dave's Family and Friends Day (**General Information Item 21**) and Requesting to submit a Letter of Intent for the 2019 Alabama Americorps Grants (**General Information Item 22**)
- 8:30 a.m. Executive Director Cederick Williams with Y.E.S. (Youth Employment Services) Inc. – Presentation requesting \$30,000 for Program Services (Sponsor: Chairman Dean)
- 8:35 a.m. Executive Director Kaye Harris with One Place Family Justice Center – Presentation regarding On-Site Partnership Agreement for One Place Family Justice Center (**Waived Rules Item 2**)
- 8:40 a.m. Manager of Public Affairs Hannah Hawk – Update regarding Public Affairs
- 8:45 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce and Real Estate Matter (**General Information Item 25**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn



ONE PLACE FAMILY JUSTICE CENTER

On-Site Partnership Agreement

ON-SITE PARTNERS

The City of Montgomery
Montgomery County Commission
Montgomery County District Attorney's Office
Montgomery Police Department- Domestic Violence Unit (MPD-DVU)
Montgomery Area Family Violence Program, Inc., d.b.a. Family Sunshine Center (FSC)
Lighthouse Counseling Center (LCC)
Faulkner University Thomas Goode Jones School of Law
Legal Services Alabama (LSA)
Montgomery Courts

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

INTENT

Through partnerships with professionals and other service providers, One Place will serve as a

centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from varied disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will receive the services they need to avoid further abuse and to repair their lives and prepare themselves for lives free from dependency and exploitation.

PURPOSE

This Partnership Agreement sets forth the basic terms and conditions under which partner organizations will voluntarily participate in One Place and provide services that promote its goals and objectives in accordance with the One Place Family Justice Center Operations Manual which is attached.

TERMS

A. One Place Family Justice Center's Obligations:

One Place Family Justice Center agrees to provide the Participating Partner with the following services at no cost to the Participating Partner, except as provided herein:

1. Use of the One Place facilities, including waiting rooms, interview rooms, client child care, kitchen, and receptions areas;
2. Access to a photocopy machine and a fax machine for reasonable and necessary use;
3. Provide opportunities for cross-training with and for Family Justice Center staff and other partners;
4. Disseminate partner agency information at One Place;
5. Referral of clients to and from One Place when appropriate;
6. Listing as a partner on the One Place website and other promotional materials;
7. Receive training about One Place;
8. The opportunity to be a partner with One Place and other partners in future grant applications when appropriate;
9. Receive letters of support from One Place and other partners for future grant applications when appropriate;

B. Participating Partner Obligations:

The Partner agrees to:

1. Provide services as outlined in partner specific MOU;
2. Comply with all applicable rules and regulations contained in the Operations Manual of One Place;

3. Provide a completed background information sheet for all personnel who are assigned to One Place in order to allow the Montgomery County District Attorneys Office and the Montgomery Police Department to conduct a limited criminal background check;
4. Require all staff to participate in applicable One Place staff meetings and strategic planning meetings;
5. Indemnify and hold harmless Montgomery County, One Place Family Justice Center, its officers, employees, and agents from and against all liability, damages, expenses, or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers, or contractors;
6. Provide any and all accommodations to the Partner's personnel, outside of the workspace occupied by the Participating Partner's staff person. However, the Participating Partner will be responsible for remedying any architectural barriers within the workspace of its staff person;
7. Comply with all local, state, and federal laws and regulations concerning the provision of services to victims;
8. Disseminate One Place information at Partner's sites;
9. Provide and receive cross-training to and from One Place staff and partners;
10. Support the goals and objectives of One Place;
11. Support One Place and other partners in seeking grants when appropriate;
12. Provide letters of support to One Place and its partners for future grant applications when appropriate;

The above-stated terms and conditions of this agreement are hereby agreed upon by the undersigned.

Date: _____

City of Montgomery
Mayor Todd Strange

Date: _____

Montgomery County Commission

Date: _____

Montgomery County District Attorney
Daryl Bailey, District Attorney

Signatures (Continued)

Date: _____

Montgomery Police Department DV Unit
Ernest Finley, Chief of Police

Date: _____

Montgomery Area Family Violence
Program, Inc., d.b.a. Family Sunshine Center
Tay Knight, Executive Director

Date: _____

Lighthouse Counseling Center
Nathan Cook, Executive Director

Date: _____

Faulkner University, Thomas Goode Jones
School of Law, Family Violence Clinic
Kelly McTear, Director

Date: _____

Legal Services Alabama
Jaffe Pickett, Interim Executive Director

Date: _____

Montgomery Courts

Date: _____

One Place Family Justice Center
Kaye Harris, Executive Director

Tammy Nix

From: Debbie Richardson <drichardson@oneplacefjc.org>
Sent: Monday, January 14, 2019 8:52 AM
To: Tammy Nix
Cc: Donald Mims; Kaye Harris
Subject: One Place Family Justice Center Updated On-Site Partnership Agreement - County Commission
Attachments: OPFJC - On-Site Partnership Agreement Jan 2019 v.2.pdf

Good Morning Tammy.

As we discussed on the telephone this morning, Kaye Harris, Executive Director, One Place is working on a new 18-month ADECA - VOCA grant (April 1, 2019, to October 1, 2020).

In doing so, she needs to obtain an updated On-Site Partnership Agreement with all One Place on-site partners. Attached is the Agreement she left with me to obtain signatures.

The Grant must be submitted by February 1, 2019. Therefore, as we discussed, it is necessary to request the Montgomery County Commission waive rule at the Tuesday, January 22, 2019, County Commission meeting to vote to sign the agreement is so desired by the Commission.

Thank you for placing this item before the Commission at the January 22, 2019 meeting.

If you need any additional information, please give me a call.

Thank you

Debbie Richardson

Project Coordinator
ONE PLACE Family Justice Center
530 S. Lawrence St | Montgomery, AL 36104
Phone: 334.262.7378 | Cell: 334.546.9781

"You find the resolve, we'll do the rest." ONE PLACE

AGENDA

JUN 18 2018

June 14, 2018

Chairman Elton Dean and County Commissioners
Montgomery County Commission
P.O. Box 1667
Montgomery, AL36102

Dear Chairman Dean and Commissioners,

Please find attached the annual MOU between One Place Family Justice Center and our community partners. As you are all aware, the County Commission has partnered with One Place since its inception in 2009. This partnership is invaluable to One Place in its efforts to provide services to Montgomery County citizens who are victims of domestic and sexual violence, human trafficking and child and elder abuse. Currently, we are applying to the U.S. Justice Department, Office of Victims of Crime (OVC) for a federal grant to support our work with victims of human trafficking. The application due date is June 21st. Further, our current grant with ADECA, which provides nearly \$500,000 per year to support victims of domestic and sexual violence and elder abuse is up for renewal with a submission date of June 29th. In consideration of these upcoming submission dates, we are requesting the Commission wave rules and sign this MOU as soon as possible. The MOU demonstrates to both the federal and state funding agencies the commitment of our community to end these heinous crimes.

Thank you for consideration of this request.

Best Regards,

Kaye Harris,
Executive Director



ONE PLACE FAMILY JUSTICE CENTER

Partnership Agreement

ON-SITE & COMMUNITY PARTNERS:

INTRODUCTION

One Place Family Justice Center (One Place) is a 501(c)(3) nonprofit corporation created through a partnership of public and private concerns in Montgomery County, Alabama, in order to more effectively and efficiently coordinate services for victims of family violence. One Place brings together professionals and service providers from different disciplines throughout our community in a collaborative effort to confront family violence by providing victims services to victims through a single portal that will significantly improve accessibility to necessary services and resources. The overarching goal of One Place is to provide victims of domestic/dating violence, sexual assault, stalking human trafficking and child/elder abuse with a welcoming environment that offers sanctuary while wrapping them in the services they need to obtain justice and achieve a life that is free from further oppression.

One Place has office space located in a building owned by Montgomery County, Alabama, and designated as County Annex No. 4, located at 530 South Lawrence Street, Montgomery, Alabama.

INTENT

Through partnerships with professionals and other service providers, One Place will serve as a centralized hub to coordinate and stimulate an interdisciplinary response to combat domestic violence, sexual assault, stalking, dating violence, human trafficking, child abuse, and elder abuse in our community. Through the collaboration of partners from varied disciplines and backgrounds, institutional barriers to justice will be identified and removed and victims will



receive the services they need to avoid further abuse and to repair their lives and prepare themselves for a lives free from dependency and exploitation.

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3. Provide opportunities for cross-training with and for Family Justice Center staff and other partners;
4. Disseminate partner agency information at One Place;
5. Referral of clients to and from One Place when appropriate;
6. Listing as a partner on the One Place website and other promotional materials;
7. Receive training about One Place;
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B. Participating Partner Obligations:

The Partner agrees to:



1. Provide services as outlined herein;
2. Comply with all applicable rules and regulations contained in the Operations Manual of One Place;
3. Provide a completed background information sheet for all personnel who are assigned to One Place in order to allow the Montgomery County District Attorneys Office and the Montgomery Police Department to conduct a limited criminal background check;
4. Require all staff to participate in applicable One Place staff meetings and strategic planning meetings;
5. Indemnify and hold harmless Montgomery County, One Place Family Justice Center, its officers, employees, and agents from and against all liability, damages, expenses, or costs of any kind arising from the negligence or misconduct of the Participating Partner's personnel, employees, invitees, volunteers, or contractors;
6. Provide any and all accommodations to the Partner's personnel, outside of the workspace occupied by the Participating Partner's staff person. However, the Participating Partner will be responsible for remedying any architectural barriers within the workspace of its staff person;
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9. Provide and receive cross-training to and from One Place staff and partners;
10. Support the goals and objectives of One Place;
11. Support One Place and other partners in seeking grants when appropriate;
12. Provide letters of support to One Place and its partners for future grant applications when appropriate;



Family Justice Center Partners Memorandum of Understanding

FAMILY JUSTICE CENTER PARTNERS

Montgomery County Commission

City Of Montgomery

Montgomery County District Attorney's Office

Montgomery County Task Force on Domestic Violence (MCTFDV)

Montgomery Police Department- Domestic Violence Unit (MPD-DVU)

Montgomery County Sheriff's Office (MCSO)

Montgomery County Department of Human Resources (DHR)

Montgomery Area Family Violence Program, Inc., d.b.a. Family Sunshine Center (FSC)

Lighthouse Counseling Center (LCC)

Child Protect

Montgomery Area Council on Aging (MACOA)

Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)

Faulkner University Thomas Goode Jones School of Law

Legal Services Alabama (LSA)

United States Attorney's Office, Middle District of Alabama (USAO-MDAL)

Family Guidance Center of Alabama

Helping Montgomery Families Initiative

Victims of Crime and Leniency (VOCAL)

Montgomery Area Mental Health Authority

Easter Seals

MEMORANDUM OF UNDERSTANDING

DESCRIPTION OF PARTNER AGENCIES

MONTGOMERY COUNTY COMMISSION -The Montgomery County Commission will serve as the grant recipient and fiscal agent of the project. The Commission's Financial Officer will monitor, review and approve all financial transactions.

MONTGOMERY COUNTY DISTRICT ATTORNEY'S OFFICE - The Family Justice Unit includes: 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, the Lighthouse Counseling Center (LCC) 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.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV)-The MCTFDV, established in 1994, meets monthly to address coordination of services and emerging issues.

CHIEF OF POLICE AND MONTGOMERY POLICE DEPARTMENT- DOMESTIC VIOLENCE UNIT, (MPD-DVU) - The 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.

MEMORANDUM OF UNDERSTANDING

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - The mission of the Montgomery County Sheriffs 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 and the Montgomery County District Attorneys Office and other agencies dedicated to the prosecution of criminals in Montgomery County.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - The Montgomery County Department of Human Resources receives reports of children, elderly and physically or mentally disabled adults unable to protect themselves and known or suspected to be a victim of abuse, neglect, or exploitation. DHR provides them protective services. Where serious physical abuse or sexual abuse has occurred or is suspected, DHR follows established procedures for investigation in cooperation with the appropriate local law enforcement and prosecution authorities. DHR supports and funds the Family Assessor program provided to assess high-risk families with allegations regarding domestic violence and incorporate different community services to keep the family safe and together when possible.

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., D.B.A. FAMILY SUNSHINE CENTER (FSC) - The FSC offers immediate safe shelter - both emergency and secure transitional living, counseling, advocacy, case management, prevention and outreach programs for victims of domestic violence and help for perpetrators of domestic violence. 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. The FSC VOCA-funded staff provides advocacy with public and private agencies as a major part of family violence victims' case plans. 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.

LIGHTHOUSE COUNSELING CENTER (LCC) - LCC operates the area rape crisis program serving the needs of victims of sexual assault. Through Standing Together Against Rape (STAR) program, the Lighthouse provides victim advocacy, support and forensic evidence exams by specially trained Sexual Assault Nurse Examiners (SANEs), and supports the Sexual Assault Response Team (SART) of Montgomery which provides support and coordination for these services. Forensic rape exams and evidence collections are available 24 hours a day, 7 days per week. SART provides support, resources and a unified approach for the professional and timely collection of forensic evidence in sexual assault cases, while ensuring the dignified and compassionate treatment of sexual assault victims. SART consists of representatives from law enforcement, the District Attorney's office, STAR, Alabama Department of Forensic Sciences, Alabama Crime Victims Compensation Commission, Child Protect, FSC, local

MEMORANDUM OF UNDERSTANDING

hospitals, sexual assault survivors, and media representatives. SANE works closely with the District Attorney's office, providing testimony in cases that go to trial.

CHILD PROTECT - 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. 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.

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - 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 in particular. 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.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - The Air Force Family Advocacy Program is a congressionally mandated program offering community outreach, prevention and intervention services to active duty military and their family members where family violence (adult partner maltreatment/child maltreatment) may be occurring. Active duty military and their family members who have been referred to the FAP due to a domestic abuse/violence incident, occurring either on-base or off-base, are seen by the FAP for an initial assessment and offered appropriate counseling services. Services include individual and group counseling. Referrals to other community agencies may also be an outcome of the initial assessment. The FAP will offer initial assessment follow-up and/or appropriate referral information to military retirees and their beneficiaries. The community outreach component is dedicated to getting information out to military commanders, unit leadership, active duty members, family members, school personnel, child-care workers, chaplains, military law enforcement and special investigators and military clubs and organizations about the issue of family violence. The goal is to inform and educate the military

MEMORANDUM OF UNDERSTANDING

community about family violence to offer resources for prevention services or intervention services in situations where family violence may be occurring.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- 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 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 OPFJC and routinely collaborates with all partner organizations on client referrals and services.

LEGAL SERVICES ALABAMA (LSA) - LSA is a statewide program comprised of offices throughout the State of Alabama. LSA provides direct representation to low and moderate-income clients who are facing day-to-day civil legal challenges. 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, employment and tax issues, as well as elderly clients and clients with HIV/AIDS. In representing domestic violence victims, LSA attempts to provide a holistic spectrum of legal representation, focused not only on traditional family law issues, but also addressing the full range of a client's civil legal needs, including housing, consumer, public benefits, employment, and tax problems. Presently, 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 of the adjacent rural counties through referrals from the Family Sunshine Center. LSA and its attorneys have been members of the Montgomery County Domestic Violence Task Force since 1994, and maintain a particularly close working and referral relationship 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. In the past, LSA has 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 United States Department of Justice, Office on Violence Against Women, that funded an attorney in its Montgomery offices to provide additional civil representation to domestic violence victims. One of these VAWA grants further provided a sub-grant to Jones School of Law at Faulkner University to establish its domestic violence clinical program to train law students and to help victims obtain

MEMORANDUM OF UNDERSTANDING

protection orders in Montgomery County pursuant to the Protection from Abuse Act. Additionally, LSA received a grant from the Office of the United States Attorney for the Middle District of Alabama to represent women in obtaining protection orders pursuant to the Protection from Abuse Act throughout the counties in the Middle District of Alabama (including Montgomery). Through this grant, LSA developed a screening instrument to aid its attorneys in attempting to identify those batterers who appeared most likely to have access to a firearm and for whom it appeared most critical to seek protection orders that imposed firearms restrictions pursuant to the Gun Control Act of 1968, 18 USC §922(g)(8). Through this grant, LSA also worked with the Alabama Administrative Office of Courts to revise its standard protection from abuse petition and order to facilitate the entry of an order that complies with the provisions of the Gun Control Act prohibitions. Further, LSA's Montgomery office formerly had a CDBG grant from the City of Montgomery that allowed it to hire an attorney to represent domestic violence victims in housing cases in order to help victims avoid becoming homeless and being coerced into returning to their abusers as the perceived lesser of two evils. Currently, LSA houses two staff attorneys at OPFJC in order to assist victims in all civil legal matters. LSA receives funding for these attorneys as a sub-recipient of OPFJC's VOCA grant through Alabama Department Economic and Community Affairs (ADECA).

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 OPFJC 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.

FAMILY GUIDANCE CENTER (FGC) - The 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, child-care 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.

HELPING MONTGOMERY FAMILIES INITIATIVE -The Helping Montgomery Families Initiative (HMFII) 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 HMFII 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. HMFII links such students

and their families to the appropriate community services. HMFJ 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, HMFJ has 49 partnerships with other community organizations that provide services to children and families and serves as referral sources.

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 1900 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.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY - 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.

EASTER SEALS CENTRAL ALABAMA (ESCA) - ESCA is a private, non-profit organization, established in Montgomery, Alabama, since 1961. Their mission is to provide quality life enhancing programs and services to meet the individual needs of consumers. Last year the organization served over 1,500 consumers in more than 24 counties in Alabama. ESCA is an affiliated United Way agency and is an accredited facility by the Commission on Accreditation of Rehabilitation Facilities (CARF). ESCA currently manages and operates twelve unique community programs including:

- **Janice Capilouto Center for the Deaf (JCCD)**, a program that serves people who are deaf and hard of hearing providing them job readiness training, job placement, interpreting services and community awareness
- **Community Assisting the Re-use of Equipment (CARE)**, a program that helps local community members acquire refurbished medical equipment and assistive technology equipment at no-cost
- **Learning Disabilities Evaluation**, a program that helps consumers with disabilities return to college
- **Vocational Evaluation**, assists in determining an individual's interests, aptitudes, abilities, and limitations to help the individual determine life goals and employment desires

MEMORANDUM OF UNDERSTANDING

- **Vocational Training**, including Certified Nurse Assistant certification, industrial sub-contracting and job readiness, and life skills training
- **Job Placement Services**
- **Speech Therapy**, for adults and children
- **Senior Community Service Employment Program**, putting seniors back to work in the community
- **Bridgeways for Kids Child Development Center**, an inclusive environment for children with disabilities
- **21st Century Learning Center**, after school care program serving disadvantaged children in the poorest county in Alabama

ESCA also houses Excel Rehabilitation, a private program that provides pediatric occupational therapy. In addition ESCA partners with many different state and nonprofit agencies in the community, such as Alabama Department of Rehabilitation Services, Alabama Institute for the Deaf and Blind, Family Guidance Center, Alabama Department of Mental Health, Volunteer and Information Center, Family Sunshine Center and many others.

INTER-AGENCY COMMITMENTS TO THE FAMILY JUSTICE CENTER

Each partner's role and responsibility will include providing resources, either through time, in-kind contributions or grant funds. Some partners will provide full-time or part-time staff members to be located within OPFJC and other partners will be located off-site but will provide services at the Family Justice Center on a contract or case-by-case basis.

MONTGOMERY COUNTY COMMISSION -The Montgomery County Commission will provide the facility (AKA- Montgomery County Courthouse Annex IV) in which OPFJC is located, as well as ½ of the Executive Director's annual salary and benefits. The Montgomery County Commission will also maintain at least one seat on the OPFJC Board of Directors.

THE CITY OF MONTGOMERY- The City of Montgomery will provide an in-kind donation of ½ of the executive director's salary and benefits, as well as all janitorial services for the OPFJC facility. The City of Montgomery will also maintain at least one seat on the OPFJC Board of Directors.

MONTGOMERY COUNTY DISTRICT ATTORNEY - 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.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -The Family Justice Center is an initiative of the MCTFDV.

MONTGOMERY COUNTY TASK FORCE ON DOMESTIC VIOLENCE (MCTFDV) -

The Task will hold its monthly meetings at the OPFJC facility and each OPFJC partner agency shall be members of the task force.

MONTGOMERY POLICE DEPARTMENT-DOMESTIC VIOLENCE UNIT (MPD-DVU)-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 on-site as needed.

MONTGOMERY COUNTY SHERIFF'S OFFICE (MCSO) - 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.

MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES (DHR) - 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 also are 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 cooperate 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.

MEMORANDUM OF UNDERSTANDING

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

MONTGOMERY AREA FAMILY VIOLENCE PROGRAM, INC., D.B.A. FAMILY SUNSHINE CENTER (FSC) - FSC will dedicate four (4) FTE case managers, one (1) FTE Sexual Assault Advocate and one (1) FTE Legal Advocate as on-site staff for advocacy, referral and support services to victims of domestic violence, sexual assault, dating violence, stalking and elder abuse. FSC will also provide court advocacy, risk assessment, and safety planning. Off-site services will include emergency shelter care, medical services at the shelter clinic for shelter residents, secure transitional living services and residential counseling services. FSC will collect and share monthly statistical data with OPFJC for grant reporting purposes.

LIGHTHOUSE COUNSELING CENTER (LCC) - LCC will place the entire staff of the STAR, SART and SANE programs in the Family Justice Center forensic medical exams will be available for all sexual assault victims (examinations are not usually performed for those assaults reported 72 hours after the attack) LCC will provide the following services and commitments through its STAR program: forensic medical examinations performed by certified SANE nurses 24 hours a day, 7 days a week; prophylactic treatment for STDs; pregnancy prevention (not termination); replacement clothing for clothing taken during the examination process and toiletries. Referral information and volunteer advocates will be available for examinations and all justice interviews. In addition a 24-hour crisis line and volunteer advocates will be available to accompany victims to court proceedings, law enforcement interviews and local emergency departments. SART will continue to facilitate meetings that will include representatives from the District Attorney's Office, law enforcement, area hospitals, forensics, Crime Victim's Compensation Commission and other community agencies. Prevention education services will continue to be provided to area middle schools, junior high and high schools, colleges/universities, local law enforcement agencies, area hospitals, community centers, community health fairs and organizations requesting a speaker. STAR is staffed by a SART/SANE Coordinator (RN), who utilizes interns throughout the year when appropriate. LCC provides transportation via Montgomery Area Transportation taxi for victims needing rides to/from counseling appointments and to/from rape exams in Montgomery County.

CHILD PROTECT - Child Protect commits to providing an on-site counselor and victim advocate on a part-time basis (at least 20 hours per week).

MONTGOMERY AREA COUNCIL ON AGING (MACOA) - 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 Family Justice Center will be provided as needed. MACOA is located within a few block of the Family Justice Center and can meet anticipated needs through an on-call relationship.

MAXWELL-GUNTER AIR FORCE BASE, FAMILY ADVOCACY PROGRAM (MGAFB FAP) - A FAP staff member will be available at the Family Justice Center 16 to 20 hours per month to provide information to military family members, active duty members and retirees who are

MEMORANDUM OF UNDERSTANDING

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victims of domestic violence crimes. The FAR staff representative will operate under Air Force Instruction 40-301 in handling all issues of privacy and confidentiality. These guidelines will apply to any military or civilian employee representing MGAFB at the FJC. The on-site representative will ensure the active duty member, family member or retiree is aware of the FAR and any services available through MGAFB. The FAR staff representative will also act as a referral liaison to the FAR or to a civilian TriCare approved provider. Medical follow-up is available for military healthcare beneficiaries. The on-site representative will be familiar with medical resources available at the MGAFB 42nd Medical Group. Routine medical evaluations can be accomplished for both adult and child victims. Forensic exams are not available at MGAFB. There is a TriCare referral mechanism in place for referring beneficiaries to the appropriate resource. The FAR staff member will work in conjunction with MCTFDV in the area of education and prevention. The FAR staff member will be available to teach dynamics of domestic violence, parenting education and how to access the legal system from the beginning, including how to obtain a restraining order. The FAR staff member will ensure information is made available to the military community about the dynamics of domestic violence, child abuse prevention, effective parenting and effective communication. When necessary, the 42nd Medical Group Alcohol & Drug Awareness & Prevention program will offer substance abuse assessment and treatment to active duty military. Family members of active duty military can receive an assessment followed by a referral for appropriate treatment of an identified alcohol/drug abuse/dependence diagnosis. A FAR staff member and/or any member of 42nd Medical Group Mental Health Clinic may offer briefings throughout MGAFB which highlight the effects of domestic violence and offer information about the FAR. Information about the FJC and services available through that center will be incorporated into domestic violence education and awareness briefings.

FAULKNER UNIVERSITY THOMAS GOODE JONES SCHOOL OF LAW- 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 FJC 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.

LEGAL SERVICES ALABAMA (LSA) - 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, taxes, and victims with HIV/AIDS. 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 clients with HIV/AIDS. LSA is also in the process of applying for a Legal Assistance to Victims (LAV) grant from OWW. If that LAV grant is successful, it will fund an attorney in Montgomery to exclusively represent victims of domestic violence, dating violence, stalking, and sexual assault by providing a broad range of holistic legal representation. Specifically, this attorney will work in close partnership

MEMORANDUM OF UNDERSTANDING

with the Family Sunshine Center and the Lighthouse Counseling Center and will be available to see clients on a regular basis at locations of their choosing, including the Family Justice Center. Furthermore, LSA serves as the primary conduit for referring cases to the Alabama State Bar Volunteer Lawyers Program. Through those services, LSA will be able to recruit special panels of attorneys in private practice to augment and supplement the direct services provided by LSA's staff attorneys. Finally, with ten offices throughout the state, providing legal representation to clients in all 67 counties, LSA has the capacity to represent Montgomery area clients with civil legal problems anywhere in the Alabama, with the possibility of making referrals to other legal services programs in other states.

UNITED STATES ATTORNEY'S OFFICE, MIDDLE DISTRICT OF ALABAMA (USAO-MDAL) -

The USAO-MDAL will assign a staff person to be on-site at least four hours per month. The USAO-MDAL will continue to appoint a representative to the MCTFDV to attend monthly meetings. 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 allow a law enforcement representative of the FJC to attend weekly Alabama ICE Task Force meetings in an effort to improve coordination of domestic violence related gun cases and increase their prosecution. 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 MGAFB 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.

FAMILY GUIDANCE CENTER (FGC) -

FGC will place one counselor and supervise interns from local universities during business hours at the Family Justice Center. The counselor and interns will provide individual and group counseling. At the Family Justice Center, the Family Guidance Center will offer a wide range of services, including 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.

HELPING MONTGOMERY FAMILIES INITIATIVE (HMFI) - HMFI staff will work in partnership with the 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 Family Justice Center and HMFI's currently existing 49 community partners.

VICTIMS OF CRIME AND LENIENCY (VOCAL) -VOCAL will be an active partner who provides a safe place near the 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 hearings or parole hearings. Such violent crimes include domestic violence, dating violence, sexual assault and stalking.

MONTGOMERY AREA MENTAL HEALTH AUTHORITY (MAMHA) - MAMHA will place one (i) Master's level therapist on site a minimum of one day per week (\$6,252) in kind. The therapist will be available for intake processing, treatment planning, and individual counseling, as well as consulting and screening for mental illness. MAMHA will increase on-site staff to two days per week if necessary.

EASTER SEALS -As a partner agency, Easter Seals would receive referrals from the Center and ensure seamless services for domestic violence victims in our community. Through a referral to ESCA victims would have the opportunity to access several of our programs listed above, once connected with appropriate funding sources.



One Place Family Justice Center Partners
Memorandum of Understanding
Updated June 2018

This MOU signed by all agency officials is indicative of project partner's commitment to work together to achieve stated project goals. The collaboration service area includes Autauga, Butler, Chilton, Crenshaw, Elmore, Lowndes and Montgomery counties in the State of Alabama.

By the signatures listed below, it's a commitment on each project partners' part to work together to achieve the project goals, activities and tasks. Each project partner reviewed this Memorandum of Understanding prior to signing.

Signature	Printed Name	Date
Montgomery County Commission (MCC)		

Signature	Printed Name	Date
City of Montgomery (CM)		

Signature	Printed Name	Date
Montgomery County District Attorney's Office (MCDAO)		

Signature	Printed Name	Date
Montgomery County Task Force on Domestic Violence (MCTFDV)		

Signature	Printed Name	Date
Montgomery Police Department Domestic Violence Unit (MPD-DVU)		

Signature	Printed Name	Date
Montgomery County Sheriff's Office (MCSO)		

_____ Signature	_____ Printed Name	_____ Date
Montgomery County Department of Human Resources (DHR)		

_____ Signature	_____ Printed Name	_____ Date
Montgomery Area Family Violence Program, dba: Family Sunshine Center (FSC)		

_____ Signature	_____ Printed Name	_____ Date
Lighthouse Counseling Center (LCC)		

_____ Signature	_____ Printed Name	_____ Date
Child Protect, Children's Advocacy Center		

_____ Signature	_____ Printed Name	_____ Date
Montgomery Area Council on Aging (MACOA)		

_____ Signature	_____ Printed Name	_____ Date
Maxwell-Gunter Air Force Base, Family Advocacy Program (MGAFB FAP)		

_____ Signature	_____ Printed Name	_____ Date
Faulkner University Thomas Goode Jones School of Law Family Violence Clinic		

_____ Signature	_____ Printed Name	_____ Date
Legal Services Alabama (LSA)		

_____ Signature	_____ Printed Name	_____ Date
United States Attorney's Office, Middle District of Alabama (USAO-MDAL)		

_____ Signature	_____ Printed Name	_____ Date
Family Guidance Center of Alabama		

_____ Signature	_____ Printed Name	_____ Date
Helping Montgomery Families Initiative		

Signature
Victims of Crime and Leniency (VOCAL)

Printed Name

Date

Signature
Montgomery Area Mental Health Authority

Printed Name

Date

Signature
Easter Seals

Printed Name

Date

One Place Family Justice Center
530 S. Lawrence Street
Montgomery, AL 36104
Phone: 334-262-7378
Email: info@oneplacefjc.org
Website: www.oneplacefjc.org

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{mes}
DATE: January 15, 2019
RE: Invitation to Bid No. 52200-19B-010
Inmate Food Service

I request that rules be waived to approve award on the above referenced Invitation to Bid to the next lowest bidder, Kellwell Food Management, Inc., based on Option 3 and a 30% commission to be paid to Montgomery County Commission for the specialty meal program, at the County Commission meeting on January 22, 2019 (Copy of spreadsheet attached.) Sheriff Cunningham rejected the lowest bidder and current vendor, Summit Food Service, LLC, because of the number of complaints from inmates and jail personnel. In addition, Sheriff Cunningham has requested that rules be waived to facilitate a smooth transition to the new vendor.

This contract will be from March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

January 15, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Inmate Food Service - Bid No. 52200-19B-010

Please be advised that I request that rules be waived to accept Kellwell Food Management as the provider of food services for the Detention Facility. Furthermore, I am not going with the lowest bidder, Summit Food Service, LLC, as we have received numerous complaints from inmates as well as jail personnel.

Please let me know if you have any questions.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator

encls.

**BID RESULTS FOR INVITATION TO BID NO. 52200-19B-010, INMATE FOOD SERVICE
Montgomery County Detention Facility**

Population	Summit Food Service, LLC			Kellwell Food Management		
	Option 1	Option 2	Option 3	Option 1	Option 2	Option 3
500-549	1.242	0.948	1.105	2.079	1.217	1.363
550-599	1.181	0.914	1.057	1.973	1.152	1.277
600-649	1.139	0.894	1.025	1.870	1.112	1.228
650-699	1.103	0.876	0.997	1.775	1.079	1.186
700-749	1.067	0.857	0.969	1.698	1.051	1.151
750-799	1.039	0.842	0.947	1.631	1.034	1.120
800-849	1.015	0.831	0.929	1.571	1.012	1.093
850-899	0.997	0.823	0.915	1.519	.993	1.069
900-949	0.979	0.815	0.901	1.473	.976	1.048
950-999	0.963	0.807	0.889	1.431	.961	1.029
Total:	10.725	8.607	9.734	17.02	10.587	11.564
Commission from Specialty Meal Program	10%			30%		

**BID RESULTS FOR INVITATION TO BID NO. 52200-19B-010, INMATE FOOD SERVICE
Montgomery County Detention Facility**

Population	Trinity Services Group		
	Option 1	Option 2	Option 3
500-549	1.748	1.005	1.384
550-599	1.640	0.965	1.309
600-649	1.555	0.937	1.252
650-699	1.482	0.912	1.204
700-749	1.422	0.892	1.162
750-799	1.369	0.874	1.099
800-849	1.322	0.858	1.069
850-899	1.281	0.844	1.041
900-949	1.244	0.832	1.017
950-999	1.211	0.821	0.995
Total:	14.273	8.941	11.531
Commission from Specialty Meal Program	10%		

3-4

STATE OF ALABAMA
MONTGOMERY COUNTY

CONTRACTUAL AGREEMENT

CONTRACT NO. 52200-19B-010

THIS CONTRACTUAL AGREEMENT made and entered into on the 4th day of March 2019, by and between Kellwell Food Management, Inc. of Beattyville, Kentucky and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Kellwell Food Management, Inc. agrees to furnish Inmate Food Services for the Montgomery County Detention Facility in accordance with all the provisions of Invitation to Bid No.52200-19B-010 as issued by the Montgomery County Commission on December 6, 2018, (hereinafter referred to as the Invitation to Bid), a copy of which is attached hereto.

WHEREAS, Kellwell Food Management, Inc. submitted its Bid Proposal in response to the Invitation to Bid, a copy of which is attached hereto.

WHEREAS, In Consideration thereof, Kellwell Food Management, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid and the Bid Proposal are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning March 4, 2019 and ending March 3, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid shall remain firm for the one (1) year period.
3. That the contract will be for option 3 of the invitation to bid; however, Montgomery County Commission reserves the right to elect any option at any time during the term of the contract period.
4. That Kellwell Food Management will provide a specialty meal program at no cost to Montgomery County and 30% commission will be paid to Montgomery County on a monthly basis; however, Montgomery County Commission reserves the right to add or delete the program at any time during the contract period.

5. That Montgomery County Commission and Kellwell Food Management, Inc. may terminate this agreement with a sixty (60) day written notice by either party.
6. That Kellwell Food Management, Inc. shall furnish all management, labor, food, materials and supplies, as well as kitchenware, utensils, etc., necessary to provide for the Montgomery County Detention Facility inmates, including special diets, seven days a week.
7. That Kellwell Food Management, Inc. shall provide three full nutritionally balanced meals (hot breakfast, hot or cold lunch and a hot dinner) each day at regularly scheduled times based on menus contained in the Bid Proposal. Any menu changes shall require the consent of both parties.
8. The Sheriff, or his designee, shall act as the agent of the Montgomery County Detention Facility for the purpose of serving as the Detention Facility's contact person for Kellwell Food Management, Inc., overseeing performance and completion of the contract pursuant to its terms. The Sheriff, or his designee, shall receive, review and process billing from Kellwell Food Management, Inc. and conduct periodic inspections of the food service area and review menus.
9. That Kellwell Food Management, Inc. shall at all times be in compliance with all specifications and special provisions of the Invitation to Bid.
10. Kellwell Food Management, Inc. shall agree to indemnify and hold harmless Montgomery County, its agents, servants and employees for any and all claims, actions, lawsuits, damages, judgment or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of food services provided by Kellwell Food Management, Inc. it being the express understanding of the parties hereto that Kellwell Food Management, Inc. shall provide the actual food service program. Montgomery County shall promptly notify Kellwell Food Management, Inc. of any incident, claim or lawsuit of which Montgomery County becomes aware and shall fully cooperate in the defense of such claim, but Kellwell Food Management, Inc. shall retain sole control of the defense while their action is pending, to the extent allowed by law.
11. If a Dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution 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 Kellwell Food Management, Inc.

12. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 22nd day of January 2019.

WITNESS:

KELLWELL FOOD MANAGEMENT, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

January 7, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
1/7/2019

SUBJECT: Approval of Agreement for Resurfacing
Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231
Project# STPAA-5117(253), MCP 51-83-17, CPMS Ref. # 100064380

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Lower Wetumpka/Anderson Road from Alabama River Parkway to US-231.

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
MONTGOMERY COUNTY COMMISSION
Montgomery County**

**Project No. STPAA-5117(253)
County Project No. MCP 51-83-17
CPMS Ref# 100064380**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic striping on Anderson Road/Lower Wetumpka Road (CR-74) from Alabama River Parkway to SR-9 (US-231); Length-5.225 miles; Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref# 100064380;

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$1,339,504.20 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 1,339,504.20
County Funds	\$ 334,876.05

TOTAL (Incl CE&I & Indirect Cost)	\$ 1,674,380.25

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.

The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.

- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-133 whichever is applicable.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Montgomery County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Resurfacing and traffic striping on Anderson Road/Lower Wetumpka Road (CR-74) from Alabama River Parkway to SR-9 (US-231); Length-5.225 miles;
Project# STPAA-5117(253); MCP 51-83-17; CPMS Ref# 100064380;**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

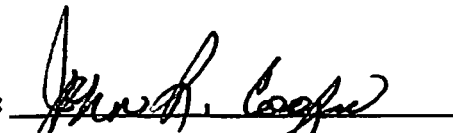
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board
Appointments

The Montgomery County Commission, at its meeting on January 7, 2019, discussed reappointments to the Montgomery County Community Punishment & Corrections Authority. The Commission agreed to place the reappointment of Perry O. Hooper, Jr., on the January 22, 2019 agenda.

Commissioner Harris stated that is still working for a replacement for Larry Spencer who is moving and could not serve another term.

The Commission will be discussing this item at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Community Punishment & Corrections Authority

Members:**Term Expires:**

Robert E. L. (Bobo) Gilpin
 Kaufman Gilpin McKenzie Thomas Weiss, PC
 P.O. Drawer 4540
 Montgomery, Alabama 36103-4540
 Direct Dial: 334-409-2236
 Email: rgilpin@kgmlegal.com

12/1/2021

Carolyn Millender
 3552 Dee Drive
 Montgomery, AL 36116
carmil1908@knology.net
 Home: 281-2108 Cell: 313-1653

12/1/2019

Daniel Harris
 3857 Colline Drive
 Montgomery, AL 36106
 Home: (334) 239-7351

12/1/2019

Frank Brown, Chairman
 PO Box 6101
 Montgomery, AL 36106-6101
 Cell: 224-2281 Work: 353-4609

12/1/2021

James E. Williams
 P.O. Drawer 5130
 Montgomery, AL 36103
 Home: 834-4746 Work: 263-6621

12/1/2021

Perry O. Hooper, Jr.
 4525 Executive Park Drive, Suite #202
 Montgomery, AL 36116
 Work: 334-409-3119
 Cell: 334-391-0554
perryo@paolmarins.com

12/1/2018



Larry Edward Spencer
 6414 Philadelphia Hill
 Montgomery, AL 36117
 Phone: 270-5538
lspencer@alasu.edu

12/1/2018

District Attorney Daryl Bailey
 Work: 832-2550

12/1/2022

Sheriff Derrick Cunningham
 Work: 832-2593

12/1/2022

Sheriff
 District Attorney
 All others

4 year term
 6 year term
 3 year term

5-2

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Parks and Recreation Board

The term of James B. Phillips expired December 4, 2018 as a member of the Montgomery County Parks and Recreation Board.

We will be discussing this appointment at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

Montgomery County Parks and Recreation Board

Members:

Term Expires:

Andre' Howard
143 Wilkinson Street
Montgomery, AL 36104
Cell: (334) 462-2696
Work: (334) 265-1504
howardsphd@att.net

12/4/2021

Mark Salter
3909 Oak Street
Montgomery, AL 36104
Home: 262-4173
Work: 262-7727
Cell: 601-291-9131

12/4/2019



James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Home: 263-9438
Cell: 850-4667

12/4/2018

Charles Powe
19 Stone Park Trail
Pike Road, AL 36064
Cell: 334220-6579
Home: 260-9232
Email: cbigjr8590@charter.net

12/4/2020

Kevin Bradley
1305 Mulberry Street
Montgomery, AL 36106
Cell: 334/201-1116
Office: 334/265-5337

12/4/2022

Term: 5 years

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONTGOMERY, ALABAMA AND THE COUNTY OF MONTGOMERY, ALABAMA

The City of Montgomery, Alabama and the County of Montgomery, Alabama desire to enter into a Memorandum of Understanding regarding appointments to the Board of the Montgomery Airport Authority.

The Montgomery Airport Authority is an Alabama public corporation duly organized and existing pursuant to Act No. 283 adopted at the Third Special Session of the 1971-72 Alabama Legislature and re-incorporated pursuant to the provisions of Title IV of the Code of Alabama, 1975, as amended.

That presently the City of Montgomery, Alabama appoints all members of the Montgomery Airport Authority.

That there are currently nine members of the Board of Directors of Montgomery Airport Authority all appointed by the City of Montgomery.

That the County of Montgomery in the past and is expected **** to provide substantial funds related to the operation of the Montgomery Airport Authority.

That the County of Montgomery, Alabama desires to make appointments to the Board of Directors of the Montgomery Airport Authority.

That the parties hereto agree that it would be in the best interests of the Montgomery Airport Authority for the parties to share in making appointments to the Board of Directors.

The parties further agree that the City of Montgomery and the County of Montgomery shall continue to provide funds for the operation of the Montgomery Airport Authority.

The parties additionally agree that the sum of the monies provided to the Montgomery Airport Authority by the City of Montgomery and the County of Montgomery shall be split on a

60/40 percentage basis with the City providing 60 percent of the funding and the County providing 40 percent of the funding.

That the parties agree that the appointments to the Board of Directors shall be split in accordance with this percentage that is 60 percent by the City and 40 percent by the County in the future.

That the parties agree that the number of Board members for the future shall be seven with four members appointed by the City and three members appointed by the County.

The parties recognize that in addition to having an agreement amongst themselves that it may be necessary for the Alabama Legislature to enact legislation that would enable the parties to be allocated appointments to the Board.

Done this ____ day of _____, 2019.

MEMORANDUM OF AGREEMENT

Among

MONTGOMERY COUNTY PUBLIC SCHOOLS

CITY OF MONTGOMERY

MONTGOMERY COUNTY COMMISSION

MONTGOMERY COUNTY DISTRICT ATTORNEY

PURPOSE

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

TERMS

This Agreement shall be for one year commencing October 1, 2018 and ending September 30, 2019. This Agreement may be terminated by either party providing thirty (30) days written notice or at any time by mutual written consent of all parties.

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

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

ROLES AND RESPONSIBILITIES

The Helping Montgomery Families Initiative (HMFI) serves youth ages 6 up to 17 years old as identified in the Alabama Mandatory Attendance law as being required to attend school. HMFI is designed to be a short-term intervention/prevention program that focuses on early identification and intervention with youth exhibiting serious behavior concerns in a learning environment or are at risk of being truant. HMFI utilizes a comprehensive assessment process, multidisciplinary approach and team to identify the underlying needs of a student which may hinder their ability to behave appropriately in a learning environment or attend school regularly. The assessment process is holistic and includes the student and family. To this end, HMFI will utilize attendance and suspension reports sent by MPS to identify students suspended for disciplinary infractions which do not warrant law enforcement involvement. An initial letter of concern/warning will be sent to the parent(s)/guardian(s) at the 1st out of school suspension for a serious disciplinary infraction. An assessment letter will be sent for a subsequent suspension for a serious disciplinary infraction. HMFI staff will schedule and make home visits to complete assessments with families that can be contacted. HMFI will also assist MPS families that contact the program for assistance. The North Carolina Assessment Scale-G, a nationally recognized instrument will be utilized to complete an assessment. The assessment and other information gathered will result in an Individualized Intervention Plan (IIP) which prescribes specific services that may address the needs of the student and family. The overall goal is to improve the behavior that prevents a student from behaving appropriately in a learning environment or attending school regularly as required by the Code of Alabama Section 16-28-12. Thereby, to this end the following steps will occur with the focus of keeping youth in school and out of the justice system.

HMFI is considered a higher level of intervention with a focus on serious behavior as defined below:

Description of Student Code of Conduct Serious Offenses:

Class B: Code 8: Criminal Mischief/Pranks/Vandalism; Code 20: Harassment/Bullying; Code 30(A): Sexual Offense; Code 30(B) Obscenity; Code: 31 Threats/Intimidation; Code: 31(1) Includes toward a school employee; Code 31:2 Include gang affiliation; Code 35: Trespassing

Class C: Code 11: Disorderly Conduct/Disruption of School; Code 12: Disruptive Demonstration Involving Five or More Students or Code 22: Incite Others to Create a Disruption of School; Code 17: Fighting Among Students; Code 29: Sexual Harassment; Code 49: Replica of a Weapon

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

The above-mentioned codes exclude those where law enforcement shall be called.

DA agrees to:

General:

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

Anti-bullying Program

- The DA will send the text reporting incidents of alleged bullying to HMFI upon receipt
- HMFI will attempt to contact the reporter that sent the text to ascertain information needed related to the specific incidents; Contact information for the parent(s)/guardian(s) if not the reporter; Name(s) of the person(s) that is alleged to be involved in the bullying
- Advise the parent(s)/guardians(s) on how to report bullying in accordance with MPS policies
- Provide information to parent(s)/guardian(s) regarding community/school-based resources
- Send the written bullying reporting form by the next business day to MPS for investigation and to assess when safety plans are needed
- Parent/Guardian will be advised to contact law enforcement and file reports when needed

Suspension

- Review suspension reports sent from MPS to identify students suspended for a disciplinary infraction that may warrant an initial letter of concern/warning sent to the guardian(s)/parent(s) or an assessment letter for a second serious disciplinary infraction
- Send initial letters of concern/warning weekly to parent(s)/guardian(s) of students identified as being suspended after receiving their 1st-disciplinary infraction
- Monitor students' behavior weekly through suspension reports to identify students suspended for a 2nd subsequent suspension for a serious disciplinary infraction
- Request profiles from MPS STI-INOW System to review the description of infractions and contact information for parent(s)/guardian(s)
- Send assessment letters to parent(s)/guardian(s) of students suspended for a 2nd serious disciplinary infraction
- Parent(s)/guardian(s) of students who had previous HMFI involvement but were closed due to non-compliance with program requirements will be sent an assessment letter at the students 1st suspension for a serious disciplinary infraction
- Generate letters and attempt to make telephone contact with guardian/parent of youth to schedule assessments
- Conduct home visits with families to complete comprehensive assessments utilizing the North Carolina Family Assessment Scale-G version (NCFAS-G) a nationally recognized evidence- based instrument
- Request profiles for all students in a family attending MPS who are a part of the assessment

- Conduct school visit to gather information needed for the target child of an assessment
- Present family assessments to the Multi-Disciplinary Team (MDT) for interagency information sharing, accessing services and the development of an Individualized Intervention Plan (IIP) for every new case to include siblings attending public schools and to link parent/guardian to services that may address their specific needs
- Develop and send IIPs weekly for all new cases to parent(s)/guardian(s). The IIP will include recommended services, provider names and contact information
- Referrals will be made by HMFI staff for students and their families to services within the community and MPS
- HMFI staff will monitor the students' and guardian's/parent's compliance with services through a minimum of bi-weekly contact with the guardian/parent and provider agencies
- Attendance and behavior of students in open cases will be monitored through contact with the guardian(s)/parent(s), MPS attendance/suspension reports and contact with school personnel and profiles
- HMFI staff will complete a Post NCFAS-G with families of students when significant process has been made (i.e. improved behavior, reduction in out of school suspensions, improved attendance)
- Send MPS Chief of Student Services a monthly report with names of families where efforts to make contact have failed
- Seek assistance from MPS to contact non-compliant families as needed
- Prepare summaries of efforts for court involved cases as needed
- Notify MPS Chief of Student Services when the program has reached its capacity for serving students and families.

Truancy:

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

MPS agrees to:

General

- Support and fund HMFI in an amount of \$100,000
- Pay postage costs/mail all letters to MPS guardian(s)/parent(s)
- Send attendance and suspension reports weekly to HMFI
- Send complete profiles to include the following information (demographic, guardian/parent contact, attendance, disciplinary infractions, special education code, and grades) to HMFI
- Designate representatives to serve on HMFI's Multi-Disciplinary Team (MDT) (i.e. Student Support Services, Student Social Services, Special Education, and Curriculum and Instruction)

- Enter contact information for guardian(s)/parent(s) into STI-INOW System
- Continue to monitor and spot check school personnel regarding the proper implementation of guidelines of attendance and discipline data entry into the STI-INOW System
- Monitor discipline issues and suspension rates

Bullying Program

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

Truancy

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

THE CITY AGREES TO:

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

THE COUNTY AGREES TO:

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

Outcomes

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

Reporting

The Division of Student Support Services will provide to the HMFI Executive Director monthly reports detailing district-wide truancy activities. The HMFI Executive Director will provide to the Chief of Student Services an end of the semester report in January & June which will include the following information:

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

GENERAL

Confidentiality

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

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

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

Compliance with Applicable Laws

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

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

- a. The services of the HMFI are retained on an independent contractor basis.
- b. MPS asserts no control or reserved right of control over the activities of the HMFI or the officers, directors, employees, agents, or subcontractors of the DA.
- c. All officers, directors, employees, agents, and subcontractors of HMFI are selected, employed and terminated exclusively by the DA; shall not be Agents or employees of MPS; and shall not make a claim for any benefit that is conferred upon an employee of MPS including, but not limited to, status under the Students First Act
- d. Neither party is authorized to act as an agent for, or legal representative of, the other party and
- e. Neither party shall have the authority to assume or create any obligation on behalf of, or in the name of, or binding upon, the other party.

Criminal Background Check

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

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

MONTGOMERY COUNTY DISTRICT ATTORNEY

BY: D & D. Bailey Date: 11-14-18

DARYL D. BAILEY

District Attorney

100 S. Lawrence Street, Montgomery, Al 36104

MONTGOMERY PUBLIC SCHOOLS

BY: Ann Roy Moore Date: 12-18-18 *AM*

ANN R. MOORE

Superintendent

307 S. Decatur Street, Montgomery, Al 36104

CITY OF MONTGOMERY

BY: _____ Date: _____

TODD STRANGE

Mayor

103 N. Perry Street, Montgomery, Al 36104

MONTGOMERY COUNTY COMMISSION

By: _____ Date: _____

ELTON N. DEAN, SR.

Chairperson

101 S. Lawrence Street, Montgomery, Al 36104

INTERAGENCY AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF HUMAN RESOURCES
AND
MONTGOMERY COUNTY COMMISSION

THIS AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into by and between the Alabama Department of Human Resources (hereinafter referred to as the "Department") and Montgomery County Commission (hereinafter referred to as the "County"). This agreement is intended to provide for reimbursement to the County by the Department for certain preliminary design fees and other expenses related to the building improvement project for the Montgomery County DHR facility in Montgomery, Alabama (hereinafter referred to as "the Project").

WHEREAS, the Department is a duly authorized governmental entity operating under the laws of the State of Alabama;

WHEREAS, the Department and the County have agreed to the terms and considerations described herein and both shall perform designated actions hereto described, and to thereafter perform in consideration thereof, the provisions of this agreement;

NOW, THEREFORE BE IT RESOLVED in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the Department and the County do hereby agree as follows:

1. This Agreement shall become effective on February 4, 2019, and shall remain in effect until August 1, 2020, or until the date of the completion of the Project, whichever date is later. This Agreement may be mutually renewed or extended by letter, or other written instrument, duly executed by the parties hereto.

2. During the period of this Agreement, the County may issue contracts for design services including architectural, engineering, surveying, testing, and other services (hereinafter referred to as "Design Services") necessary to produce construction documents and secure bids for the Project. Any such contracts for Design Services shall be subject to the prior written approval of the Department, such approval not to be unreasonably withheld.

3. As the architectural, design, engineering, surveying, testing and other related services are performed and costs for such services are incurred and paid by the County, the County will accumulate such services costs. At such time as funding is available for the Project, the County shall submit a request for reimbursement for services from the proceeds of the funding for the Project, such request for reimbursement to include appropriate supporting vendor invoices and proof of payment of such invoices by the County.

4. Should the Project ultimately fail to be built, the Department, upon receipt of request for reimbursement, including appropriate supporting vendor invoices and proof of payment of such invoices by the County, will issue payment to the County for the amount of Department approved Design Services for the Project incurred and paid by the County.

5. Contemporaneous with this Agreement, the County shall provide copies of all expenditures incurred to date by the County for the Project, including copies of all such invoices.

6. It is agreed that the terms and commitments contained in this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The County's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their officials thereunto duly authorized.

FOR THE DEPARTMENT:

Nancy T. Buckner, Commissioner
Alabama Department of Human Resources

Witness:

FOR MONTGOMERY COUNTY COMMISSION:

Elton N. Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

Witness:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager ^{mes}

DATE: January 10, 2019

RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I request that the attached Amendment No. 2 to Galls, LLC contract for Sheriff's Office uniforms items 1-21, 23-27, 30, 57 and 58 be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning February 7, 2019 and ending on February 6, 2020.

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

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

Attachment

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

**Amendment
To
Contract # 52110-17B-008**

Amendment No. 2

Contract with Galls, LLC for Sheriff's Office uniforms is hereby extended for one (1) year, beginning February 7, 2019 and ending February 6, 2020.

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

All other provisions of the contract remain the same.

WITNESS:

GALLS, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: January 10, 2019
RE: Contract No. 52110-17B-008
Sheriff's Office Uniforms

I have been advised that Gulf States Distributors, the low bidder of items 28 and 29 chooses not to renew their contract for Sheriff Office Uniforms.

I recommend that the Commission accept Amendment 3 to the next low bidder of items 28 and 29, MAC Uniforms, in the amount of \$2,310.00 based on unit pricing, be considered on a future agenda.

This amendment to the contract will begin February 7, 2019 and ending on February 6, 2020.

Amendment has been coordinated with Derrick Cunningham, Sheriff.

Attachment



Gulf States Distributors
6000 E Shirley Lane Montgomery, Al 36117
(334-271-2010) 1-800-223-7869 Fax: 334-279-9267
Distributors of Quality Law Enforcement Products

November 27, 2018

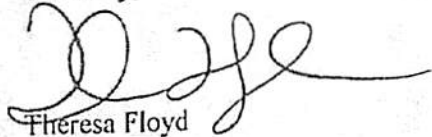
Montgomery County Commission
Myrtle Singleton
Purchasing Office
Montgomery, Alabama 36102-1667

RE: Invitation to Bid Number 52110-17B-008
Sheriff's Office Uniforms

Dear Ms. Singleton,

Gulf States Distributors regrets to inform Montgomery County Commission that we will be unable to extend the existing uniform contract due to a major price increase from one or more of our manufacturers listed on said contract. Please contact us if you have additional questions.

Sincerely,



Theresa Floyd
Office Manager
tflo@gulfstatesdist.com

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 66 BIDS MAILED				BID #1		BID #2		BID #3		BID #4		BID #5	
BID NO. 62110-17B-008				Gells, LLC.		Gulf States Distributors		MAC Uniforms		Gothex		ICS	
ISSUED: January 10, 2017				1340 Russell Curve Rd.		P.O. Box 241387		2200 3rd Ave. North		Nateco		Lawrence Shooters' Supply	
OPENED: January 31, 2017				Lexington, KY 40503		Montgomery, AL 36117		Birmingham, AL 35203		G&C Supply CO., Inc.		Uniform Sales of America	
SHERIFF'S OFFICE				Attn: Michael Andrus Jr.		Attn: Theresa Floyd		Attn: Brian Stigman		Slogoff Uniform		NO BID	
TERMS OF PAYMENT / DISCOUNT:				10-50 Bus. Days		1-6 Weeks ARO		7 BUS. Days ARO					
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	BLAUER SUPERSHIRT L/S-MEN	EA	60	\$50.33	\$2,618.60								
1	BLAUER SUPERSHIRT L/S MEN 4X	EA	1	\$65.44	\$65.44								
1	BLAUER SUPERSHIRT 4X XLN	EA	1	\$70.47	\$70.47								
1	BLAUER SUPER SHIRT 5X LNG, XLN	EA	1	\$88.09	\$88.09								
2	BLAUER SUPERSHIRT S/S MEN	EA	60	\$46.33	\$2,318.60								
2	BLAUER SUPERSHIRT S/S MEN 4X	EA	1	\$60.22	\$60.22								
3	BLAUER CLASSACT PANTS- MEN	EA	60	\$39.67	\$1,983.60								
3	BLAUER CLASSACT PANTS- MEN 52-54	EA	1	\$47.60	\$47.60								
3	BLAUER CLASSACT PANT 66-60	EA	1	\$60.22	\$60.22								
4	BLAUER SUPERSHIRT L/S WOMEN	EA	60	\$48.33	\$2,318.60								
4	BLAUER SUPERSHIRT L/S WOMEN 50-52	EA	1	\$55.61	\$55.61								
6	BLAUER SUPERSHIRT S/S WOMEN	EA	60	\$50.33	\$2,318.60								
6	BLAUER SUPERSHIRT S/S WOMEN 50-52	EA	1	\$60.39	\$60.39								
6	BLAUER CLASSACT PANTS-WOMEN	EA	60	\$39.67	\$1,983.60								
6	BLAUER CLASSACT PANTS-WOMEN 28-30	EA	1	\$47.60	\$47.60								
7	BLAUER PATROL SHELL	EA	60	\$145.33	\$7,288.60								
7	BLAUER PATROL SHELL 4X LNG	EA	1	\$212.73	\$212.73								
7	BLAUER PATROL SHELL 5X LNG	EA	1	\$286.36	\$286.36								
7	BLAUER PATROL SHELL 2X-5X SHIRT	EA	1	\$266.39	\$266.39								
8	BLAUER SOFTSHELL FLEECE JACKET	EA	60	\$110.00	\$5,500.00								
8	BLAUER SOFTSHELL FLEECE JACKET 4X	EA	1	\$142.88	\$142.88								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN	EA	60	\$58.67	\$2,933.60								
9	BLAUER BDU TACTICAL SHIRT L/S - MEN 4X LNG, 4X XLN	EA	1	\$82.14	\$82.14								
10	BLAUER BDU TACTICAL SHIRT S/S - MEN	EA	60	\$52.67	\$2,633.60								
11	BLAUER BDU TACTICAL SHIRT S/S - WOMEN	EA	60	\$52.67	\$2,633.60								
12	BLAUER BDU TACTICAL SHIRT L/S - WOMEN	EA	60	\$58.67	\$2,933.60								
12	BLAUER BDU TACTICAL SHIRT L/S - WOMEN 5X	EA	1	\$88.00	\$88.00								
13	BLAUER BDU TACTICAL PANTS- MEN	EA	60	\$68.00	\$2,900.00								
13	BLAUER BDU TACTICAL PANTS- MEN 52-58	EA	1	\$69.61	\$69.61								
13	BLAUER BDU TACTICAL PANTS- MEN 56-60	EA	1	\$75.39	\$75.39								
13	BLAUER BDU TACTICAL PANTS- MEN 60+	EA	1	\$87.00	\$87.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN	EA	60	\$68.00	\$2,900.00								
14	BLAUER BDU TACTICAL PANTS- WOMEN 28-30	EA	1	\$69.61	\$69.61								
16	5.11 TACTICAL SHIRT S/S-MEN	EA	60	\$35.00	\$1,760.00	\$39.90	\$1,995.00						

Notes:

Gells, LLC has additional charges for oversized clothing not included in bid price

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:													
BID NO. 52110-178-008													
ISSUED: January 10, 2017													
OPENED: January 31, 2017													
SHERIFF'S OFFICE													
TERMS OF PAYMENT / DISCOUNT:													
DESCRIPTION OF ITEM				BID #1		BID #2		BID #3		BID #4		BID #5	
ITEM NO.	UNITS	QTY		UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
15	EA	60	5.11 TACTICAL SHIRT 8/8-MEN	\$35.00	\$1,750.00								
16	EA	1	5.11 TACTICAL SHIRT SIS-MEN, 5X REG & LING	\$40.44	\$40.44								
17	EA	50	5.11 TACTICAL SHIRT L/6-MEN	\$38.16	\$1,908.00	\$44.00	\$2,200.00						
18	EA	50	5.11 TACTICAL SHIRT SIS WOMEN	\$34.98	\$1,749.50	\$38.80	\$1,985.00						
19	EA	50	5.11 TACTICAL SHIRT L/5 WOMEN	\$34.98	\$1,749.50	\$44.00	\$2,200.00						
20	EA	50	5.11 TACTICAL PANTS- MEN	\$38.05	\$1,802.50	\$41.50	\$2,075.00						
21	EA	1	5.11 TACTICAL PANTS- MEN 28-44	\$37.07	\$37.07								
22	EA	1	5.11 TACTICAL PANTS- MEN 48-54	\$42.41	\$42.41								
23	EA	1	5.11 TACTICAL PANTS- MEN 64	\$43.51	\$43.51								
24	EA	50	5.11 TACTICAL PANTS-WOMEN	\$32.60	\$1,630.00	\$41.50	\$2,075.00						
25	EA	50	WINDBREAKER	\$26.00	\$1,300.00	\$82.90	\$4,145.00	\$14.50	\$1,725.00				
26	EA	1	WINDBREAKER 2X-3X	\$27.00	\$27.00								
27	EA	1	WINDBREAKER 4X-5X	\$29.00	\$29.00								
28	EA	1	WINDBREAKER 6X	\$30.00	\$30.00								
29	EA	50	T-SHIRTS	\$28.00	\$1,400.00	\$10.80	\$540.00	\$4.95	\$247.50				
30	EA	50	BLAUER ARMORSKIN BASE SHIRT SIS MEN	\$37.00	\$1,850.00								
31	EA	1	BLAUER ARMORSKIN BASE SHIRT SIS MEN 4X	\$48.11	\$48.11								
32	EA	1	BLAUER ARMORSKIN BASE SHIRT SIS MEN 5X	\$84.78	\$84.78								
33	EA	50	BLAUER ARMORSKIN BASE SHIRT L/5 MEN	\$40.00	\$2,000.00								
34	EA	1	BLAUER ARMORSKIN BASE SHIRT L/5 MEN 4X	\$51.85	\$51.85								
35	EA	1	BLAUER ARMORSKIN BASE SHIRT L/5 MEN 6X	\$70.00	\$70.00								
36	EA	50	BLAUER ARMORSKIN BASE SHIRT L/6 WOMEN	\$40.00	\$2,000.00								
37	EA	50	BLAUER ARMORSKIN BASE SHIRT 8/5 WOMEN	\$37.00	\$1,850.00								
38	EA	50	BLAUER FLEECE LINED V-NECK SWEATER	\$38.33	\$1,916.50								
39	EA	1	BLAUER FLEECE LINED V-NECK SWEATER 4X	\$118.14	\$118.14								
40	EA	50	DICKIE PANTS- MEN	\$25.00	\$1,250.00	\$18.95	\$947.50	\$22.65	\$1,132.50				
41	EA	1	DICKIE PANTS- MEN 62-70	\$27.50	\$27.50								
42	EA	50	DICKIE PANTS- WOMEN	\$25.00	\$1,250.00	\$18.60	\$930.00	\$23.65	\$1,182.50				
43	EA	1	DICKIE PANTS- WOMEN 16 REG. 20-24 REG	\$25.50	\$25.50								
44	EA	1	DICKIE PANTS- WOMEN 18 SHT. 20-24 Q8. 20-24 SHT	\$27.25	\$27.25								
45	EA	50	BLAUER TURTLE NECK DICKIE	\$11.33	\$566.50								

Notes

11-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:									
BID NO. 52110-17B-008 ISSUED: January 10, 2017 OPENED: January 25, 2017 SHERIFF'S OFFICE TERMS OF PAYMENT/DISCOUNT:									
ITEM NO.	DESCRIPTION OF ITEM	QTY	UNIT PRICE	EXTENDED AMOUNT	BID #1	BID #2	BID #3	BID #4	BID #5
31	FLYING CROSS CLASS A SHIRT - L/S - MEN	EA 50			Gotha, LLC 1340 Farnsworth Drive Rd. Lexington, KY 40505 Attn: Richard Andrews Jr. (800) 870-4242	Goat Sales Distribution P.O. Box 241387 Montgomery, AL 36117 Attn: Theresa Floyd (334) 271-2010	NAC Uniforms 2208 3rd Ave. North Birmingham, AL 35203 Attn: Brian Sigmond (205) 324-6011	Goat Sales Notice G.S. Supply Co., Inc. Shapiro Uniform NO BID	ICS Lawrence's Shirts Supply Uniform Sales of America NO BID
32	FLYING CROSS CLASS A SHIRT - S/S - MEN	EA 50							
33	FLYING CROSS CLASS A SHIRT - MEN	EA 50							
34	FLYING CROSS CLASS A SHIRT L/S - WOMEN	EA 50							
35	FLYING CROSS CLASS A SHIRT S/S - WOMEN	EA 50							
36	FLYING CROSS CLASS A SHIRT S/S - WOMEN	EA 50							
37	ELBECO TEXTROP2 SHIRT W/ ZIPPER L/S - MEN	EA 50							
38	ELBECO TEXTROP2 SHIRT W/ ZIPPER S/S - MEN	EA 50							
39	ELBECO TEXTROP2 PANTS - MEN	EA 50							
40	ELBECO TEXTROP2 SHIRT W/ZIPPER L/S - WOMEN	EA 50							
41	ELBECO TEXTROP2 SHIRT W/ZIPPER S/S - WOMEN	EA 50							
42	ELBECO TEXTROP2 PANTS - WOMEN	EA 50							
43	ELBECO SHIELD PERFORMANCE SOFT SHELL	EA 50							
44	ELBECO DUTY MAXX TACTICAL SHIRT L/S - MEN	EA 50							
45	ELBECO DUTY MAXX TACTICAL SHIRT S/S - MEN	EA 50							
46	ELBECO DUTY MAXX CARGO PANTS - MEN	EA 50							
47	ELBECO DUTY MAXX TACTICAL SHIRT L/S - WOMEN	EA 50							
48	ELBECO DUTY MAXX TACTICAL SHIRT S/S - WOMEN	EA 50							
49	ELBECO DUTY MAXX CARGO PANTS - WOMEN	EA 50							
50	ELBECO UFX TACTICAL POLO L/S - MEN	EA 50							
51	ELBECO UFX TACTICAL POLO S/S - MEN	EA 50							
52	ELBECO BODYSHIELD EXTERNAL VEST CARRIER	EA 50							
53	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S - MEN	EA 50							
54	HORACE SMALL SENTRY SHIRT W/ ZIPPER S/S - MEN	EA 50							
55	HORACE SMALL SENTRY SHIRT W/ ZIPPER L/S - WOMEN	EA 50							

Notes:

11-5

11-6

4

Notes

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

**Amendment
To
Contract # 52110-17B-008**

Amendment No. 3

Contract with MAC Uniforms for Sheriff's Office uniforms, is hereby amended as follows:

Items 28 and 29 will be added to the contract for Sheriff Office uniforms as needed, based on unit pricing.

All other provisions of the contract remain the same.

WITNESS:

MAC UNIFORMS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{mrs}
DATE: January 15, 2019
RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 4 to Summit Food Services, LLC contract for inmate food services at Montgomery County Detention Facility be considered for approval on a future agenda.

Amendment No. 4 will allow the contract to be extended for thirty-two (32) days, beginning January 30, 2019 and ending on March 3, 2019.

All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 4

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended for thirty-two (32) days, beginning January 30, 2019 and ending March 3, 2019.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

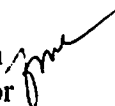
BY: _____

TITLE: _____

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Dieter Consulting Services, Inc.

The Commission issued an RFP for Inspection and Evaluation of Elevators and Ongoing Maintenance Elevator Consulting Services, and a contract was awarded to Dieter Consulting Services, Inc., in February 2016. Contractor completed its inspection and evaluation of all County elevators and continues to provide consulting services for elevator maintenance, repairs, and replacement. Contractor is consulting with the County's architects to develop bid specifications for all elevator work included in the current building projects.

I request that renewal of the contract for ongoing maintenance elevator consulting services with Dieter Consulting Services, Inc., be placed on a future agenda.

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 16th day of February 2019, between Dieter Consulting Services, Inc. (hereinafter referred to as Dieter) of Springhill, Florida and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Dieter furnished inspections and evaluations of elevators and agrees to provide ongoing maintenance elevator consulting for Montgomery County Commission in accordance with all provisions of Request for Proposal 59310-16P-002, as issued by the Montgomery County Commission on January 4, 2016 (hereinafter referred to as the RFP), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, Dieter and Montgomery County Commission agree as follows:

1. That Dieter hereby agrees to provide qualified and certified personnel to inspect and evaluate elevators at various locations throughout Montgomery County that are owned and operated by Montgomery County Commission as listed on Attachment A of the RFP.
2. Dieter's services shall include detailed description of work and general requirements as described in the scope of work per the RFP, and ongoing maintenance elevator consulting as requested.
3. That the Contract will begin on the 16th day of February, 2019 and will end on the 15th day of February, 2020, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed after the second year but shall not exceed 5% per year.
4. All work shall be performed in a manner and at a time which agrees with the schedule required by the Montgomery County Commission.
5. That Montgomery County Commission and Dieter may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.
6. That Dieter will furnish elevator inspections and evaluations at prices stipulated in the Request for Proposal.

7. Invoices for services shall include a breakdown for all hours used, including: travel time; auto mileage charges; lodging expenses; meals while traveling and conducting the proposed work; parking expenses; photographic expenses; and any other project related costs. Payments shall be made within thirty (30) days of invoice date.
8. That Dieter shall at all times be in compliance with all specifications and special provisions of the RFP.
9. That Montgomery County Commission may add other locations that require elevator inspections and evaluations, as needed, during the period of the contract.
10. Dieter 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 Dieter 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. Dieter agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. Dieter also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.
11. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Dieter.
12. 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 authorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 16th day of February, 2019.

WITNESS:	DIETER CONSULTING SERVICES, INC.
_____	BY: _____
	TITLE: _____

WITNESS:	MONTGOMERY COUNTY COMMISSION
_____	BY: _____
	TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN DEPUTY
ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

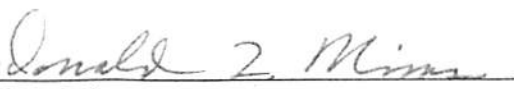
REQUEST FOR PROPOSAL INSPECTION AND EVALUATION OF ELEVATORS

RFP Issue Date:	RFP #:	RFP Due Date:
January 4, 2016	59310-16P-002	January 25, 2016

The Montgomery County Commission solicits proposals from a quality vendor whose employees are registered in the State of Alabama as Certified Elevator Inspectors to examine and report on the condition of all of the commercial grade elevator equipment owned and operated by Montgomery County Commission. This on-site examination and evaluation will:

1. Determine the overall condition of all elevator systems in all locations.
2. Establish the remaining life of the elevator systems, and that of various major components.
3. Determine the practicality of including all elevators in a campus wide elevator maintenance contract to be maintained by a single elevator contractor vendor.
4. Determine the general safety of operation of all elevators, including compliance with the ASME A17.3 Safety Code for Existing Elevators.
5. Determine if there are any significant issues with any of the elevators, which would reflect the need for immediate work to improve safety of operation and reliability at this time.

Any questions concerning this RFP should be emailed to Scott Kramer, Risk Management Office, Montgomery County Commission, at ScottKramer@mc-ala.org, no later than 10:00 a.m. on January 15, 2016. Questions will be answered via email no later than 10:00 a.m., on January 20, 2016.


Donald L. Mims
County Administrator and Purchasing Agent

TIMELINE

DESCRIPTION	DATE
RFP issue date:	January 4, 2016
Cutoff date for questions about RFP:	January 15, 2016
Ending date for replies to RFP questions:	January 20, 2016
Proposal due date:	January 25, 2016

SUBMISSION

All proposals shall be submitted to the address listed below and shall be identified on the envelope with Request for Proposal Number 59310-16P-002 and the project title.

Mailing Address

Montgomery County Commission
Purchasing Office
P.O. Box 1667
Montgomery, Alabama 36102-1667

Physical Address

Montgomery County Commission
Purchasing Office
Annex III, 101 South Lawrence Street
Montgomery, Alabama 36104

Request for Proposals will not be considered from firms, individuals and owners of separate companies submitting more than one proposal.

No oral, telephonic, facsimile, modifications or alternate RFPs will be considered.

Vendors must submit an original and one (1) copy of its RFP. Proposals must be signed by an authorized agent of the company.

PROPOSAL EVALUATION AND SELECTION PROCESS

The Montgomery County Commission will review all proposals with particular emphasis on the following:

1. Elevator Maintenance Consulting Experience -45%
2. References-30%
3. Pricing-25%

The Montgomery County Commission will be the sole judge of the appropriateness and completeness of any and all proposals and reserves the right to reject any and all proposals that do not provide the information requested. Neither the Montgomery County Commission nor any agent thereof on behalf of the Montgomery County Commission shall be obligated in any fashion by any response(s) to this RFP. The Montgomery County Commission reserves the right to negotiate those issues not included in the proposal document. The Montgomery County Commission will not reimburse vendors for costs incurred in preparing proposals or traveling to the City of Montgomery. Moreover, Montgomery County Commission reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best

interest of the County. All RFPs shall become property of the Montgomery County Commission upon submission.

The entity that is selected by the Montgomery County Commission shall agree to abide by the terms of a contract that will be delivered to the winning vendor for its review and negotiation. If the parties cannot reach an agreement, then the request for proposal will be rejected in total.

HOLD HARMLESS

The selected vendor 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 the successful vendor, 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. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

SCOPE OF WORK

The services to be performed shall include the following detailed description of work on the elevators owned and operated by Montgomery County Commission, located in various buildings throughout the campus:

Evaluate the general condition, remaining service life and needed repairs or required maintenance of the elevator equipment, including the locations on Attachment A or items of equipment on each elevator system and type:

- a. Hoist way door interlocks, door hangers, tracks and door closers.
- b. Hoist way door panels and thresholds.
- c. Guide shoes on hoist way door panels and car door panels.
- d. Cab flooring materials.
- e. Operating stations and buttons at each floor level.
- f. Landing lanterns, indicators and like equipment.
- g. Elevator cab enclosure, wall panels and interior.
- h. Car door and car door threshold.
- i. Cab signal fixtures including position indicators and devices.
- j. Cab lighting and ceiling fixtures and devices.
- k. Car door operator machinery and related equipment.
- l. Car door safety protective device and associated equipment.
- m. Car guides and guide rails.

- n. Pit buffers and related equipment.
- o. Under car hydraulic cylinder plunger and packing on hydraulic elevator systems.
- p. Hydraulic elevator pressure piping and components on hydraulic elevator systems.
- q. Electric driving machines on electric traction elevators.
- r. Motor-generators on electric traction elevators.
- s. Hoist cables and governor cables on electric traction elevators.
- t. Elevator electrical controllers on all types of elevators, including interior cleanliness and condition.
- u. Noise levels during elevator operation, in the case of adverse noise conditions.
- v. Over-speed governor device on electric traction elevators.
- w. Existence of rust and corrosion on visible portions of the elevator equipment.
- x. Cleanliness of pit floor, machinery room floor and car top.
- y. Cleanliness of hoist way area.
- z. Evidence of water leaks or other undesirable conditions.
- aa. Any unusual conditions that impact that do not meet the current elevator code for existing elevators or suitable service for handicapped persons. Provide photographs, where appropriate.

In connection with this work, the following general requirements shall be applicable to this scope of work:

1. Individual who examines this elevator equipment shall be registered with the State of Alabama as a Certified Elevator Inspector, and shall have a State of Alabama issued license held in his or her name. While the work performed will not be reported to the State of Alabama, Department of Elevators, the safety and expertise required for such examination is such that the experience shall be no less than that required for a Certified Elevator Inspector.
2. Elevator examination work shall be performed in a manner and at a time which agrees with the schedule required by the Montgomery County Commission.
3. Photographic documentation of any unusual conditions will be conveyed to Owner's Agent reflecting any work that should be performed in the interest of safety or reliability.
4. Report of findings associated with the elevator equipment examination shall be submitted to Owner Agent within thirty (30) days after the site examination work has been completed. The report shall be transmitted via email, unless requested otherwise by the Owner's Agent.
5. Owner's Agent shall provide a complete list of elevators, building names and addresses for all elevators to be examined under this proposal.
6. No additional work shall be performed unless expressly requested by the Owner's Agent.
7. Owner shall provide an escort to accompany the Elevator Consultant representative while performing all work in secure locations, or where access to the machinery spaces is not easily obtained. Where appropriate to do so, keys can be provided for entry into machinery spaces without accompanying escort, provided extraordinary security measures are not required.
8. Invoice for Elevator Consultant services shall be submitted after the evaluation report has been completed and submitted.

9. Invoice for services shall include a breakdown for all hours used, including: travel time; auto mileage charges; lodging expenses; meals while traveling and conducting the proposed work; parking expenses; photographic expenses; and any other project related costs. Payments shall be made within thirty (30) days of invoice date.
10. Copies of the described report shall be provided to Owner's Agent, and PH & J architects, for informational purposes connected with future project or property enhancement needs.
11. The elevators to be evaluated are included in the Attachment A.
12. Annual examinations of the elevators in the Health Department and DHR buildings included on the bottom of Attachment A (covered under State contract) will be included in this RFP.

Minimum Qualifications

The Montgomery County Commission requires that all RFPs provide the following information for consideration of the RFP. **Proposals received without the following required information will not be considered.**

1. The vendor must be organized and exist for the primary purpose of providing the services described herein. Vendor must include an updated copy of the Alabama Department of Labor Elevator Inspector license.
2. All Proposals must provide the qualifications, including a minimum of 10 years experience in elevator maintenance consulting, of those individuals who will or may administer the services described herein.
3. All Proposals must include background information on the company including, but not limited to, years of service in the elevator business and description of services in the Montgomery area.
4. The vendor will be required to provide a certificate of insurance coverage in the minimum amount of \$1,000,000 commercial general liability per occurrence coverage.
5. Vendor must provide three or more references of clients in the State of Alabama for which similar services have been provided. For each reference include:
 - Agency/Business name
 - Contact name
 - Physical address
 - Telephone number
 - Email address of primary contact
 - Dates services provided

FEES FOR SERVICE

Proposals should include an hourly rate for services rendered, as well as the rate to reimburse for additional expenses if applicable. Mileage will be reimbursed at the rate allowed by the IRS. In addition, the total fees should contain a "not to exceed" component for items 1 and 2 listed below:

1. To produce a thorough report identifying the overall condition of all elevator systems in all locations. The report must include the remaining life of the elevator systems and that of various major components.
2. To determine the practicality of including all elevators in a campus wide elevator maintenance contract to be maintained by a single elevator contractor vendor.
3. To provide ongoing maintenance elevator consulting as problems arise.

Daily Per Diem:

Lodging \$ _____

Meals \$ _____

- | | | | | |
|----|-------------|----------|---------------|----------|
| 1. | Hourly Rate | \$ _____ | Not to exceed | \$ _____ |
| 2. | Hourly Rate | \$ _____ | Not to exceed | \$ _____ |
| 3. | Hourly Rate | \$ _____ | | |

Estimated time to complete items 1 and 2: _____

Response Form To Be Attached to Proposal

Company Submitting Proposal _____

Contact Person _____

Federal I.D. # _____

Mailing Address _____

Phone Number _____

Email Address _____

Printed Name and Title of Person Submitting Proposal

Signature of Person Submitting Proposal

Attachment A

Annex I, 100 South Lawrence Street

Two (2) ThyssenKrupp cable elevators

One (1) Otis hydro elevator

Annex II, 125 Washington Avenue

One (1) ThyssenKrupp cable elevator

Annex III, 101 South Lawrence Street

Four (4) Otis hydro elevators

Montgomery County Courthouse, 251 South Lawrence Street

Three (3) ThyssenKrupp cable elevators and one (1) hydro elevator

Montgomery County Detention Facility ("Old Jail"), 250 South McDonough Street

Two (2) ThyssenKrupp cable elevators

Montgomery County Detention Facility ("New Jail"), 255 South McDonough Street

Three (3) Otis belt driven and two (2) hydro elevators

Carnegie Building, 131 South Perry Street

One (1) Diversified Elevator Service and Equipment hydro elevator

Greil Building, 305 South Lawrence Street

Not covered (wheel chair lift)

Scott Street Parking Deck –

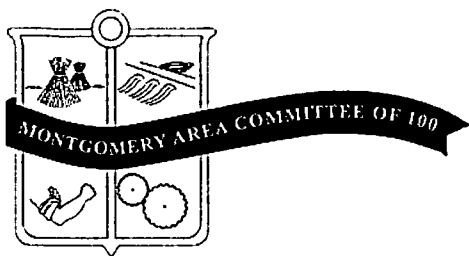
Two (2) Schindler hydro elevators

Department of Human Resources, 3030 Mobile Highway

Two (2) elevators

Montgomery County Health Department, 3060 Mobile Highway

Three (3) elevators



Montgomery Area Committee of 100, Inc.
P. O. Box 79
Montgomery, AL 36101

Invoice

Honorable Elton Dean
Montgomery County Commission
P O Box 1667
Montgomery, AL 36102

Date	Invoice #
1/7/2019	2176

MTGY CO. COMMISSION
JAN 11 '19 AM9:10

Item Code	Description	Amount
Ex-Officio	Ex-Officio Membership	500.00
Please remit upon receipt to: Montgomery Area Committee of 100 P. O. Box 79 Montgomery, AL 36101-0079		Total \$500.00

14-1



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: 2019 County Employee Blood Drives

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. I am requesting the county continue this tradition by sponsoring two blood drives in 2019.

I am also requesting that the Commission allow elected officials and department heads, **at their discretion**, to give employees who donate blood **four hours of paid administrative leave. This time off must be scheduled in advance with the department head or supervisor.**

I am requesting that this item be placed on the February 4 meeting agenda. Thank you.



Montgomery County Clean-Up Days 2019

Sponsored by the
Montgomery County Commission

Elton N. Dean, Sr.
Chairman

Ronda M. Walker
Vice Chairman

Commissioners:
Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

To better serve our citizens, the Montgomery County Commission is partnering with Liberty Disposal, Inc. to host **Montgomery County Clean-Up Days**. On the last Saturday of each month citizens can take advantage of **FREE** garbage collection sites throughout Montgomery County.

*The Montgomery County Commission is offering this **FREE** Service as an added benefit for our citizens!*

TIME: 10:00 a.m. — 2:00 p.m.

CLEAN-UP DATES

January 26, 2019

February 23, 2019

March 30, 2019

April 27, 2019

May 25, 2019

June 29, 2019

July 27, 2019

August 31, 2019

September 28, 2019

October 26, 2019

November 30, 2019

December 28, 2019

LOCATIONS

Hope Hull

Vacant grocery store at railroad tracks (Wasden Road)

Mount Meigs

Georgia Washington Jr. High School

Pike Road

County Lot on Meriwether Road (across from The Feed Lot)

Pine Level

Pine Level Park (across from Sikes & Kohn)

Pintlala

Pintlala Elementary School

Ramer

Transfer Station
(Co. Road 12, Hickory Grove Road)

Flatwood

Flatwood Community Center
(Williams Drive)

January 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Bid Award for Renovation of Courthouse Elevators

Per the attached letter from Dieter Consulting Services, Inc., I request that a contract in the amount of \$821,904 for renovation of the elevators in the Courthouse be awarded to the low bidder, ThyssenKrupp Elevator Corporation, and it be placed on the next agenda.

Dieter Consulting Services, Inc.
Vertical Transportation Consultants

3440 Misty View Drive, Spring Hill, FL 34609

Phone: 850.653.5365 Email: rdieter@digitalexp.com

January 15, 2019

Mr. Johnny Raines, III, AIA
BDW Architects Associated
624 S. McDonough Street
Montgomery, AL 36104

RE: Montgomery County Courthouse
Phelps-Price Justice Center
Montgomery, Alabama
Elevator Renovation Bid Analysis

Dear Johnny:

Good evening. Hope this finds you doing well.

Thank you for sending me the bid results for this project which was bid today.

Bids were received from Otis Elevator Company and ThyssenKrupp Elevator Corporation.

Based on the base bids presented by both companies, the apparent low bidder is ThyssenKrupp Elevator Corporation. That being said, my recommendation is for a contract to be let to ThyssenKrupp Elevator as soon as possible, so that the on-site elevator renovation work can commence at the earliest possible date.

The voluntary alternate bid submitted by Otis Elevator is clearly not consistent with the project elevator specifications. I recommend that the alternate bid not be entertained, considering it does not provide the project with the work needed to provide the longest service life, and most reliable operation.

Thank you for your interest.

Kindest regards,

Robert F. Dieter

Robert F. Dieter
Vice President

DATE: 1-15-2019
 BARGANIER DAVIS WILLIAMS
 ARCHITECTS ASSOCIATED
 624 SOUTH MCDONOUGH STREET
 MONTGOMERY, ALABAMA 36104
 TELEPHONE: (334) 834-2038
 BDW Project Number: 2017-132.1

CERTIFIED TABULATION OF BIDS

BIDS FOR: Montgomery County Courthouse
 Phelps-Price Justice Center
 "Elevator Modernization"
 For the Montgomery County Commission
 Montgomery, Alabama

BIDDERS	SURETY	BASE BID	TOTAL
Otis Elevator Company G.C. License No. 13595		\$1,400,000.00	\$1,400,000.00
Thyssenkrupp Elevator Corp. G.C. License No. 15487	Federal Insurance Company	\$821,904.00	\$821,904.00

I certify this to be a true and correct tabulation of all bids received for this project.
 15th day of January 2019

By Johany Raines, III, Project Manager
 Barganier Davis Williams Architects Associated

[Signature]
 Signature

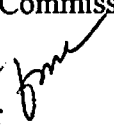
[Signature]
 Notary Public LS

My Commission Expires March 01, 2021.

January 17, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Bid Award for Jail 1 Repairs and Renovations

The low bid for renovations and repairs of Jail 1 (excluding the fourth floor) was \$4,919,808, nearly \$1,000,000 more than the estimated \$4,000,000 construction budget, which included the fourth floor. After consultation with Sheriff Cunningham, the architect and low bidder completed value engineering to reduce the total base bid to \$3,577,661.

The value engineering excluded both the third and fourth floors (with the exception of addressing flooring issues cited by the Health Department) and eliminated sponge blasting, epoxy paint, and other work itemized in the attached analysis. Sheriff Cunningham supports the proposed value engineering because it addresses all issues in the basement, first and second floors and satisfies all Health Department concerns throughout the jail. He agrees that the remaining work on the third and fourth floors can be scheduled in the coming years.

I request that approval of the bid award to Holley-Henley Builders, Inc., be placed on the next agenda, subject to approval by the County Attorney.



ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Brian J. Klinkhammer, AIA

Tena M. Barnes, AIA

Wednesday, January 16, 2019

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Montgomery County Detention Facility Building #1
Renovations for the Montgomery County Commission
PH&J# 1712-GV

Mr. Mims,

We have, as requested, completed the value engineering of the recent bid received (December 18, 2018) for the above referenced project, achieving the required result of getting the project within the moneys allocated by the Commission for this project. This value engineering achieved the budget allocated to this project and meets the Sheriff's necessary improvements within the jail (Building #1).

This value engineering does not materially change the scope of the project bid. We achieved our goal by adjusting the processes required to complete the desired work as well as cleanly removing work from the project that was not necessary at this time, relating to the State's oversight.

The following items outline the value engineering required:

- Change the paint scheduled as epoxy coating to acrylic coatings.
- Remove the sponge blasting, paint removal procedure (required for the epoxy coatings).
- Delete all Third-Floor work.

Because of the type of work being undertaken in the jail, we had to keep the work scope isolated to areas of the building that will maintain security. To achieve this security, we need to

18-2

maintain floor separation. For this reason, similar to the original bids, Alternate (#1) condition, which was all work associated with the Fourth-Floor, to eliminate work cleanly requires elimination of another floor. The elimination of the Third-Floor work allowed us to achieve the desired budget along with other value engineering items.

By doing this, we have removed twenty-seven percent of the original bid amount to achieve a contract amount of \$3,577,661.00. There is no written limitation on how much you can eliminate from a public project under the States' Title 39 statute but the State's Attorney General has written opinions on this specific topic, which I have attached for your convenience, which states if it is in the public's interest and the circumstances are extraordinary and justify a change, a County Commission can do so.

It is our recommendation to the Montgomery County Commission to accept this value engineered effort and proceed with entering into a contract with Holley-Henley Builders, Inc. It is also our opinion that this would be in the best interest of the citizens of Montgomery County and the State to do so. It should also be done as soon as possible due to the thirty-day window the contractor can maintain his subcontractors and their pricing.

It is our opinion that any attempt to repackage and rebid this work will only result in higher pricing due to the continued rising economic conditions as well as the current bidding environment here in Alabama. As you know, we already had a tight work force market here in Central Alabama, but since the hurricane hit the Gulf recently much of our local labor and resources have moved to storm damaged areas, driving our local labor pricing even higher.

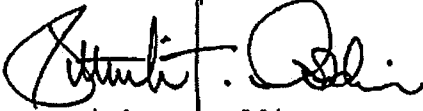
We would also be concerned that this project may be tainted, and contractors will avoid it, instead going after other projects and avoiding the headache of working in an occupied jail facility. As you may remember, we originally had to facilitate asking contractors to bid this project. This time we believe our pool of contractors will be slim to none.

We also take the risk, if this project does not proceed, of the State Health Department adding additional sanctions against the County.

As we read the AG's opinion to implement this change, we will need to sign the project up at the original bid amount and immediately sign a change order that will deduct the value engineering savings and adjust scope of the project.

Please have the County Attorney review this information and let us know how the county would like to continue.

Thanking you in advance, I am.

A handwritten signature in black ink, appearing to read "Patrick T. Addison". The signature is stylized with a large initial "P" and a long horizontal stroke.

Patrick T. Addison, Architect

CC: Florence Cauthen, Lamar Allen, Griffin Harris, File



OLLEY -

ENLEY BUILDERS, INC.

GENERAL CONTRACTOR

438-A Twain Curve
Phone (334) 272-2988 • Fax (334) 270-0391

Post Office Drawer 210097
Montgomery, Alabama 36121-0097

MONTGOMERY COUNTY DETENTION FACILITY BUILDING #1 RENOVATIONS

MONTGOMERY, ALABAMA

PH&J PROJECT NO. 1712-GV

01/15/2019

PROPOSED COST SAVINGS ANALYSIS

- Original Base Bid.....\$4,919,808.00
- Cost Savings Total.....\$1,342,147.00
- Total Base Bid with Proposed Cost Savings.....\$3,577,661.00



HENLEY BUILDERS, INC.

GENERAL CONTRACTOR

438-A Twain Curve
Phone (334) 272-2988 • Fax (334) 270-0391

Post Office Drawer 210097
Montgomery, Alabama 36121-0097

MONTGOMERY COUNTY DETENTION FACILITY BUILDING #1 RENOVATIONS

MONTGOMERY, ALABAMA

PH&J PROJECT NO. 1712-GV

01/15/2019

PROPOSED COST SAVINGS ANALYSIS

Base Bid

- Delete Edge Polishing: If we do the initial cut on the edges and corners and then work subsequent grits up to the wall, we will be able to give you a polished look within 2" of the wall. Depending on the flatness of the concrete and the level of desired sheen will ultimately determine the look you may have against the wall. It is common practice to no detail edges to value engineer a project.....Deduct \$12,700.00
- Delete 800-1500 Level Sheen: and reduce to a level 2 polished system where the progressive polish grits are stopped at 200-400. This will reduce the cost of labor and leave you with a floor that is going to withstand foot traffic and abrasion, be maintenance friendly (less sheen equals less maintenance), and provide better coefficient of friction that a highly polished and shiny floor.....Deduct \$17,800.00
- Delete Sponge Blast: equipment, labor, and material.....Deduct \$626,735.00
- Sprinkler System: use chrome sprinklers and plates 1st- 3rd floor in lieu of stainless-steel sprinklers and plates. Basement stainless steel will remain.....Deduct \$43,175.00
- Paint: Use acrylic paint in lieu of epoxy coating.....Deduct \$11,165.00

18-6

• Use existing mortar bed for new quarry tile flooring.....	Deduct	\$15,125.00
• Detention Equipment: Delete removal of existing ext. windows 2 nd & 3 rd floors- Labor Only.....	Deduct	\$8,000.00
• 3 rd Floor: Delete remaining value engineered work in its entirety on the 3 rd floor as it relates to previously listed items on this proposal.....	Deduct	\$618,227.00
• Floor Polishing: in corridor 306.....	Add	\$5,642.00
• Floor Polishing: in corridor 406.....	Add	\$5,138.00
TOTAL SAVINGS ON BASE BID		\$1,342,147.00



Founded 1957 Pearson, Humphries, & Jones Architects
P.O. Box 215 Montgomery, Alabama 36101
807 S. McDonough Street Montgomery, Alabama 36104
Telephone (334) 265-8781 Fax (334) 265-9208

PH&J #1712GV

TABULATION OF BIDS

Project: Montgomery County Jail, Building 1 Renovations
for Montgomery County Commission

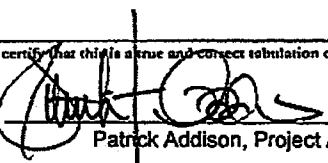
Time & Date: December 18, 2018 @ 2:00 pm

Place: 101 S. Lawrence St. Montg Co Courthouse Annex 3, Comm Conf Rm

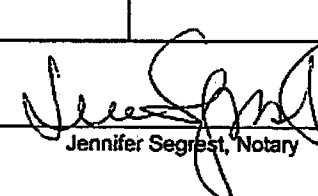
CONTRACTOR	BASE BID	Alternate #1 Fourth Floor and Mezz		TOTAL
Holley-Henley Builders, Inc.	\$4,919,808.00	\$1,436,000.00		\$6,355,808.00
Stallings & Sons, Inc.	No Bid			
Construction One, Inc.	\$5,269,450.00	\$1,765,000.00 -\$42,000.00		\$6,992,450.00
Norris Building Company, Inc.	\$5,650,790.00	\$1,876,528.00		\$7,527,318.00

We certify that this is a true and correct tabulation of bids received.

By:


Patrick Addison, Project Architect

By:


Jennifer Segrest, Notary

My Commission Expires:
March 7, 2020

18-8

Montgomery County Jail, Building 1 Renovations
for Montgomery County Commission
2:00 PM (local prevailing time), December 18, 2018
PH&J#1712GV

Bid Discrepancies

Holley-Henley Builders, Inc.	-No seal on Proposal Form C-3
Norris Building Company, Inc.	None
Construction One, Inc.	-Base Bid amount not written in words on Proposal Form C-3



2011-078

STATE OF ALABAMA
OFFICE OF THE ATTORNEY GENERAL

LUTHER STRANGE
ATTORNEY GENERAL

July 20, 2011

501 WASHINGTON AVENUE
P.O. BOX 300152
MONTGOMERY, AL 36130-0152
(334) 242-7300
WWW.AGO.STATE.AL.US

Honorable Joey Hargrove
Chairman, Lawrence County Commission
Post Office Box 307
Moulton, Alabama 35650

County Commissions - Change
Orders - Public Works Law -
Contracts - Extraordinary
Circumstances - Projects

If the county commission determines that the facts are as outlined and that the changes are necessary for the proper completion of the project, it can also find that the circumstances are extraordinary and justify a change order in excess of 30 percent.

Dear Chairman Hargrove:

This opinion of the Attorney General is issued in response to your request on behalf of the Lawrence County Commission.

QUESTION

Can the Lawrence County Commission, under certain extraordinary circumstances, justify a change order without violating the Public Works Law?

FACTS AND ANALYSIS

This Office understands that the Lawrence County Commission ("Commission") is in the process of renovating its historic 1940s-era courthouse and constructing a courthouse annex to alleviate overcrowding in the courthouse that has resulted in violations to the fire code. This Office further understands that the annex will be a separate building about

18-10

Honorable Joey Hargrove
Page 2

a block from the courthouse. The Commission has entered into a contract for the construction of the annex for \$3,584,074. The contract calls for a three-story building with two floors of office space and the third floor for storage. The Commission intended to move the county offices into the annex while leaving the court system and district attorney in the courthouse. The revenue commissioner has moved to an inadequate temporary office pending completion of the project.

The Commission has not yet entered into a contract for the renovation of the courthouse. At the time that the Commission entered into the annex contract, it obtained an estimate for the courthouse of \$4,000,000 to \$5,000,000. The high estimate was because of the removal of structural walls to increase office space and to accommodate the public in the courthouse.

The Commission now wishes to convert the third floor of the annex to office space and retrofit the office space on the second floor so that the court system and district attorney can be moved to those floors instead. The cost of these changes is \$1,500,000 to \$2,000,000. Shifting more employees and the public from the courthouse to the annex would eliminate the need to remove walls in the courthouse, decreasing the courthouse estimate to \$1,500,000. The savings on the courthouse renovation could be used to meet other county needs, such as the purchase of property for parking for the annex and future growth and a new building for the sheriff's office.

The contract manager reports that the current contract will have to be terminated before the county offices on the second floor of the annex are finished if the changes have to be bid. Otherwise, those offices will have to be demolished and reconfigured to accommodate the court system and public. The renovation of the courthouse cannot begin until the work on the annex is complete and employees in the courthouse can be moved to the new building.

A change order was recommended by the architect because it will be less expensive than rebidding. The savings will come from not having to make changes to the architectural plan to finish the shell of the building to protect it while it is vacant during the time it takes for rebidding, from merely making changes to the plan rather than developing a more expensive completely new plan to use as a basis for bids, and from not having to relocate equipment, among other factors. The delay in rebidding prolongs the violations of the fire code in the courthouse, putting

the safety of the public attending court at risk, as well as the time that the revenue commissioner has to work in inadequate office conditions.

This Office has consistently opined that change orders of 30 percent or more can be made under certain circumstances. Opinions to Honorable Alfred C. Lackey, Mayor, Town of Steele, dated March 22, 2002, A.G. No. 2002-182; Honorable William M. Bouldin, Attorney, City of Russellville, dated February 28, 2000, A.G. No. 2000-098; Honorable Barbara Coffey, Mayor, City of Moulton, dated January 8, 1993, A.G. No. 93-00105; Honorable Bruce Etheredge, Chairman, St. Clair County Commission, dated November 15, 1991, A.G. No. 92-00049; and to Honorable Wayman G. Sherrer, Attorney for the Utilities Board of the Town of Blountsville, dated May 29, 1991, A.G. No. 91-00279. Most recently, the *Lackey* opinion explained the justification for a change order as follows:

"Change orders are not provided in the Competitive Bid Law or the Public Works Law, but have been allowed pursuant to guidelines articulated by this Office in the interpretation of the legislative intent in formulating the Competitive Bid Law. Each fact situation must be examined individually, keeping in mind the Alabama Supreme Court's holding:

The single most important requirement of the Competitive Bid Law is the good faith of the officials charged in executing the requirements of the law.

White v. McDonald Ford Tractor Co., 287 Ala. 77, 248 So. 2d 121, 129 (1971).

This Office has held that changes in amounts greater than 10% are allowable under *extraordinary circumstances*. Opinions to Honorable Barbara Coffey, Mayor, City of Moulton, dated January 8, 1993, A. G. No. 93-00105, and Honorable Wayman Sherrer, Attorney for the Utilities Board of the Town of Blountsville, dated May 29, 1991, A. G. No. 91-00279."

Lackey, at 3-4, quoting *Bouldin*, at 2 (emphasis added).

This line of opinions turned on the savings involved in the utilization of grant funds and in using the original contractor. Moreover, this Office has recognized that a delay in construction that affects the public interest may constitute an extraordinary circumstance justifying a change order. Opinion to Honorable G. R. Swift, Jr., Secretary, Alabama Corrections Institution Finance Authority, dated April 29, 1987, A.G. No. 87-00153. That opinion addressed contracts to build two prisons, stating as follows:

The necessity of new penal institutions to house state inmates is a matter of public concern. Although there is currently no court order requiring the immediate providing of additional prisoner beds, the number of prison beds in the state is subject to the close scrutiny of the federal courts and sufficient prisoner beds must be provided on a regular basis. If change orders to the original contracts for the construction of the two prisons are not permitted, *there will be a significant delay in the occupancy of the prisons due to the time required for bidding and negotiating new contracts* for the proposed changes in the prisons. There would be logistical problems if other construction companies or contracts became involved in the building of the prisons. The proposed changes were deemed desirable for the betterment of prison construction by the Corrections Institution Finance Authority and the Department of Corrections. Furthermore, as stated in your request, the costs of the two contracts are not in excess of the total bond funds available.

Id. at 3 (emphasis added).

The procedure to obtain a change order was also stated in the *Lackey* opinion as follows:

"The facts presented in this request are very similar to the facts presented in the *Sherrer* opinion in which this Office found that a change order in excess of 30% in a sewer construction

project funded by a grant from ADECA constituted an extraordinary circumstance. In that opinion, this Office stated, attached to each change order should be a signed statement from the project engineer containing the following:

- (1) A statement of what the change order covers, who instituted the change order, and why it is necessary or desired;
- (2) A statement of the reason for using the change order method rather than competitive bids;
- (3) A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending the approval of the same."

Opinion to *Sherrer* at 3.

If the awarding authority, the City in this case, determines that the facts are as outlined, the changes are, in fact, necessary for the proper completion of the project, and the grant can be retained by this method, the City can find that the circumstances are extraordinary and justify a change order in excess of 30%.

Lackey, at 4-5, quoting *Bouldin*, at 2-3.

CONCLUSION

If the county commission determines that the facts are as outlined and that the changes are necessary for the proper completion of the project, it can also find that the circumstances are extraordinary and justify a change order in excess of 30 percent.

18-14

Honorable Joey Hargrove

~~Page 6~~

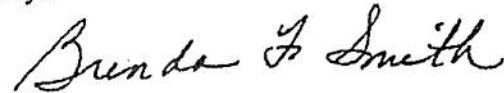
I hope this opinion answers your question. If this Office can be of further assistance, please contact Ward Beeson of my staff.

Sincerely,

LUTHER STRANGE

Attorney General

By:



BRENDA F. SMITH

Chief, Opinions Division

LS/GWB

1158048/152596

18-15

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

DEPARTMENT: Recreation Board REQUESTED BY: James Williams 1/2/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 1/2/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☒
Agenda ☐

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repairs & Maintenance	008-57301.231	5,000	5,000	10,000
Natural Gas	008-57301.245	2,000	4,000	6,000
Travel-Mileage	008-57301.260	0	3,000	3,000
Other Supplies	008-57301.219	0	2,710	2,710
Contract Services	008-57301.219	0	3,000	3,000
Architect Fees (Demo)	008-57301.230	0	9,745	9,745
Construction Cost(Demo)	008-57301.230	0	142,000	142,000
Other improvements	008-57301.531	0	84,475	84,475
Transfer from General Fd	008-40000.44951	(70,100)	(253,930)	(324,030)
Transfer To Rec Board	001-57201.290	70,100	253,930	324,030
GENERAL FUND	FUND BALANCE	0	(253,930)	(253,930)
				0
				0
Budget for Grant:				0
Grant Proceeds	008-40000.44752	0	(7,086)	(7,086)
Equipment-Bleachers	008-57301.400	0	4,204	4,204
Ball Field Upgrades	008-57301.304	0	2,882	2,882
				0
				0
				0
TOTAL		\$ 7,000	\$ 0	\$ 7,000

JUSTIFICATION: To adjust operating budgets for the South Montgomery County property (MCAC) and budget for the building demolition contract and other building improvements needed. See attached listing.

**RECREATION DEPARTMENT BUDGET CHANGE 2019-1
SOUTH MONTGOMERY COUNTY PROPERTY- MCAC
JUSTIFICATION DETAIL.**

Operating		
Repairs	Additional ongoing repair needs	5,000
Natural Gas	Utility cost higher	4,000
Mileage	Employee travel to South Montgomery	3,000
Other Supplies	Gym supplies	2,710
Other Improvements		
Contract Services	Ballfield maintenance-upgrades	3,000
Architect Fees	For Demo contract (total \$16270-\$6525 paid in FY18)	9,745
Construction-Demo	Approved demolition contract	142,000
Other Improvements	Irrigation system	2,500
	Replace Facia boards and soffitt	9,500
	Coolseal Roof	3,075
	Kitchen repairs-various	7,000
	Replace floor tiles Kitchen and cafeteria	16,500
	Gym Insulation and upper walls repair	5,100
	Repair outside bathroom	8,900
	Paint Exterior of 3 remaining buildings.	16,900
	Fencing	15,000
	Total Other Improvements	84,475
Total funding from General Fund - Fund Balance requested		253,930

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
JAMES WILLIAMS



CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Judge Steven Reed, Montgomery County Probate

FROM: Cami Hacker, Sr. Personnel Analyst

DATE: January 7, 2019

RE: Request to rewrite the job description for Mental Health and Legal Services Coordinator and to audit the duties currently performed by the Assistant Chief Clerk

We have completed your August 23, 2018 request. The Assistant Chief Clerk was finalized in December, 2018, has been opened for application, and a certification should be made available to you shortly.

After meeting and working with members of your staff and reviewing responsibilities for similar positions, we are recommending that the Mental Health and Legal Services Coordinator classification be replaced with a new classification entitled Probate Staff Attorney.

Although the job description was written for the projected duties of the position, it was loosely patterned after the City's Staff Attorney classification. With similar responsibilities and qualifications, we are recommending that the Probate Staff Attorney be compensated at A12 as is the City's Staff Attorney.

Please review the attached job description. If you are in agreement with the proposed job description and assigned pay grade, sign the document and return it to our office. With a signed job description and the County Commission's approval, we will present the classification to the Personnel Board at its next available meeting to be added to the County's pay plan. We will also present the Mental Health and Legal Services Coordinator classification to the Board for abolishment.

You will, of course, need to receive approval from the County Commission to fill the position and a requisition will need to be submitted once the classification has been approved by the Board.

We are happy to answer any questions that you may have regarding these recommendations.

PROBATE STAFF ATTORNEY

FLSA: Exempt
Pay Grade: A12

CO0034
01.04.19

NATURE OF WORK: The Probate Staff Attorney provides professional probate legal work to the Probate Judge. Work can be very complex in nature due to the legal requirements involved and the number of parties involved in resolving the matters. Work responsibilities include gathering information, developing strategies, conferring with Probate Judge, hearing probate cases, drafting legal documents, conferring with a wide variety of individuals, supervising the Probate Court staff, and overseeing Probate Court case management. Assignments are broad in scope and require the use of independent judgment and initiative in making decisions of considerable difficulty. The Staff Attorney is primarily focused on legal issues related to probate court cases (Probate Judge's Court) for mental health commitments and issues, estates, wills, trusts, conservatorships, guardianships, and adoptions. Work is performed under the general supervision of the Probate Judge and/or his designee.

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

Gathers information relevant to probate cases by interviewing individuals, conducting or overseeing background checks, and conducting legal research in order to make informed decisions, provide options, and give legal opinions to the Probate Judge or the judge's designees.

Develops or evaluates strategies for handling probate cases in order to ensure optimal results for citizens that are within legal requirements.

Confers with the Probate Judge and/or the Chief Clerk to provide legal advice and opinions regarding probate legal issues.

Hears probate cases and renders decisions as assigned by the Probate Judge.

Drafts/prepares a variety of legal documents for judicial processes, including legal opinions, reports, filings, petitions, orders, and recommendations for authorization in order to ensure that appropriate legal actions are taken regarding probate court cases.

Confers with attorneys, mental health professionals, law enforcement, citizens, etc. in order to exchange information related to probate cases and/or to answer questions regarding probate law.

Assists the Probate Court Supervisor relative to case management to include tracking cases and their status, reviewing case files before presentation to the Judge, preparing and tabulating information pertaining to case activity, and developing processes and policies related to court support and management in order to ensure timely and accurate responses to cases.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of law to include laws, legal codes, court procedures, precedents, government regulations, executive orders, agency rules, and the democratic political process.

Knowledge of state and federal laws, statutes, and regulations pertaining to involuntary commitments.

Knowledge of state and federal laws, statutes, and regulations pertaining to guardianships, conservatorships, and adoptions.

Knowledge of state and federal laws, statutes, and regulations pertaining to wills and estates.

Knowledge of state and federal laws, statutes, and regulations pertaining to property disputes.

Knowledge of probate practices and procedures as needed to ensure that Probate Office is functioning within required practices and procedures and to ensure that practices and procedures are in compliance with federal, state, and local laws.

Knowledge of general court procedures as needed to prepare and present testimony and opinions to the court.

Knowledge of community health, welfare, legal support systems, and other resources related to probate matters.

Knowledge of legal research methods as needed to develop legally defensible recommendations and opinions and develop policies.

Ability to conduct research by gathering information from various sources such as hard copy files, computer files, and interviews as needed to research complaints, and resolve discrepancies.

Ability to develop policies and procedures as needed to standardize work, ensure consistent service, and ensure compliance with laws.

Ability to prepare reports including narrative, tabular, and financial reports as needed to provide data, and make projections.

Ability to determine violations and noncompliance with state and federal laws, statutes, and regulations regarding probate legal matters as needed to detect and correct problems within the probate commitment program.

Ability to identify and analyze legal issues and practical implications of decisions and actions as needed to ensure compliance with local, state, and federal laws and guidelines.

Ability to communicate orally to include speaking clearly and using appropriate grammar as needed to provide and gather information.

Ability to communicate in writing to include use of proper grammar, spelling, and punctuation, clarity, and conciseness as needed to write correspondence and prepare reports.

Ability to interpret narrative information such as state and federal laws, rules and regulations, contractual agreements, legal documents, and policy and procedure as needed to research mental health issues and legal issues that pertain to probate commitments and cases.

Ability to develop goals and objectives as needed to accomplish work assignments.

Ability to work with multiple, and sometimes competing, deadlines as needed to ensure the mission of the probate office.

Ability to establish and maintain effective working relationships with external groups as well as internal working relationships as needed to network with attorneys, mental health providers, law enforcement officials, courts, and judges.

Ability to analyze problems to include reviewing all relevant information, identifying related items and issues, tracking events in time, interpreting data, and securing additional information.

Ability to solve problems to include identifying possible solutions, analyzing strengths and weaknesses of possible solutions, evaluating the impact of the solutions, and making concrete recommendations and suggestions as needed to resolve conflict, complaints and work issues, improve productivity and work procedures, and handle multiple complex issues within a short time frame.

Ability to make appropriate decisions to include gathering relevant information, evaluating the information gathered, drawing conclusions, and devising solutions as needed to improve and monitor program activities.

Ability to manage a complex program to include establishing a plan, developing procedures, coordinating the efforts of multiple work groups, etc. as needed to ensure that the probate commitment program is effective and efficient.

Ability to provide leadership to include motivation, development, and the provision of direction to individuals.

SPECIAL REQUIREMENTS: Must be bondable by a certified bonding company. Must be willing to be on call 24 hours in order to assist the Probate Judge in preparing documents for legal actions such as commitments orders. Must be willing to attend conferences or workshops such as continuing education workshops requiring overnight stays.

MINIMUM QUALIFICATIONS: Graduation from a recognized law school, possession of a certificate of admission to the Bar of the Supreme Court of Alabama, and three years of experience practicing law following law school. Experience with probate law is preferred.

SUPERVISOR'S APPROVAL:

Probate Judge

Date

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: PROBATE

DEPARTMENT HEAD: Judge Steven Reed

SUPERVISOR: Judge Steven Reed

POSITION INFORMATION:

Position Title Probate Staff Attorney

Position Number TBD

Pay Grade A12 Pay Range \$69,237-\$103,445

Proposed Effective Date March 4, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

Personnel completed a review of the Mental Health and Legal Services Coordinator currently included in the Probate budget and recommend that it be eliminated and replaced with the Probate Staff Attorney position. Probate is in agreement and is requesting County Commission approval of the new classification and related position fill request. The personnel memo and position description are attached.

Judge Steven Reed
Department Head

Date 1/16/2019

FINANCIAL IMPACT:

The increase to the budget resulting from removing the current Mental Health and Legal Services Coordinator and replacing it with the Probate Staff Attorney position is approximately \$8,520 annually.

Sherrill Thomas
Finance Director

Date 1/16/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date _____

20-5



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager *RW.*
Montgomery County Sheriff's Office

Subject: Deputy Dave's Family and Friends Day

Date: January 14, 2019

As you are aware, the Montgomery County Sheriff's Office hosts several Community Programs throughout the year. One of the largest events is Deputy Dave's Family and Friends Day held in Ramer. This event attracts over 400+ people each year, we are requesting your assistance of a minimum of \$300.00 to assist with the cost of food for this event.

Deputy Dave's Day is a family oriented, fun-filled, recreational and educational day for the entire community. We invite you to join the residents of the southern part of county as they interact with public safety providers, and non-profit organizations in this casual setting.

Should you have any questions or require additional information, I can be reached at 832-1660 or 313-7216. I thank you for your attention to this matter.

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



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

FROM: Regina Walker, Grant Manager, Montgomery County Sheriff's Office *R.W.*

Subject: Alabama Americorp Grants

Date: January 16, 2019

We are requesting this item be added to the January 21st agenda of the Montgomery County Commission. During this first phase we will submit a Letter of Interest/Intent to the Governor's Office of Volunteer Services. If they are interested in our proposed project, we will be invited to submit a full grant application. The grant opportunity has a 24% match of the total amount requested. This grant has seven focus areas:

Disaster Services, Economic Opportunity, Education, Healthy Futures, Veterans and Military Families, Capacity Building, Environmental Stewardship and other

If invited to apply, we will provide the match if the program application is for the Montgomery County Sheriff's Office, if the application is for a another entity, we will seek the match from the Commission.

RW/dc

cc: Derrick Cunningham, Sheriff

22-1

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990



MTGY CO. COMM
OCT 10 '18 AM 9:11

CHAIRWOMAN
Tammy Knight-Fleming

VICE CHAIRMAN
Conwell Hooper

SECRETARY/TREASURER
Larry Dixon

DIRECTORS
Greg Calhoun
Robert Gould
Barrie Harmon
Jerry Kyser
Chester Mallory
Sandra Nickel

October 3, 2018

Mr. Elton Dean
P. O. Box 1667
Montgomery, Alabama 36102

Dear Honorable Elton Dean, Chairman of Montgomery County Commission:

Thank you for the support you have given to the Montgomery Regional Airport, especially during the Air Force's recent Air National Guard F-35 basing competition. I believe that having the "Best Hometown in the Air Force" right here in the River Region was a major factor in winning the F-35 basing rights.

Another factor was how all the River Region's leaders, businesses and communities leaned forward to achieve this goal. The Montgomery Regional Airport Authority was pleased to help by purchasing land for the future extension of Runway 3-21 for \$460,000. This showed the Air Force F-35 Site Activation Task Force our commitment to making sure the F-35 could always conduct their National Security and Homeland Defense missions by having a second runway in case the primary runway was closed.

Extending Runway 3-21 from its present 4,000 feet to 8,000 feet is the #1 recommendation from our 2015 Airport Master Plan. In addition to F-35 operations, having two runways allows us continuity of commercial operations if the main runway is closed for some reason. Eight of ten similar sized metropolitan cities across the country have two fully capable commercial runways.

Working with Senator Shelby's office, we will be preparing a Federal Aviation Administration Airport Improvement Grant Application in November of 2019 to continue the runway extension project. In order to provide a solid cost estimate, we need to conduct a Preliminary Engineering Design and Environmental Assessment which will cost \$270,000. This work will take about one year to complete. The Airport Authority has committed \$90,000 to this project. We need assistance from the City of Montgomery and Montgomery County by each sharing a third of the cost so we can finish the project in time to be able to submit the grant pre-application next year.

On behalf of the Montgomery Regional Airport Authority, the River Region's airport passengers and the Alabama Air National Guard, I respectfully request the City of Montgomery (Montgomery County) help share a third of the cost for the design project for \$90,000. We would be pleased to present this proposal in greater detail to you and the City Council (County Commission) at your convenience.

Montgomery Regional Airport is poised to be an even greater economic engine for the River Region. Your support at this critical time is vital to continuing the airport's progress.

Thank you for considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read "TKF", written over the typed name of the signatory.

Mrs. Tammy Knight-Fleming
Chairwoman, Montgomery Airport Authority

Montgomery Regional Airport
4445 Selma Highway
Montgomery, Alabama 36108
T 334 281 5040
F 334 281 5041
flyMGM.com

23-1

The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 1-1 and 1-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING FUNDING ALABAMA AIR NATIONAL GUARD INFRASTRUCTURE PROJECTS FOR THE 187TH FIGHTER WING

Vice Chairman Walker made a motion to adopt the Resolution Authorizing Funding Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing. The motion was seconded by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Harris, and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained and the motion carried. (Copies of Memorandum and Resolution, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH GULF STATES DISTRIBUTORS REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 7, 2018 AND ENDING ON MARCH 8, 2018, FOR SHERIFF'S LEATHER AND ACCESSORIES, CONTRACT NUMBER 52110-14B-026

Commissioner Harris made a motion to approve Amendment Number 4 to Contract with Gulf States Distributors regarding a Sixty (60) Day Extension, beginning January 7, 2018 and ending on March 8, 2018, for Sheriff's Leather and Accessories, Contract Number 52110-14B-026. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH KEEFE COMMISSARY NETWORK, LLC REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING FEBRUARY 1, 2018 AND ENDING ON APRIL 2, 2018, FOR COMMISSARY & TRUST FUND MANAGEMENT, CONTRACT NUMBER 52200-14B-024

Commissioner Harris made a motion to approve Amendment Number 2 to Contract with Keefe Commissary Network, LLC regarding a Sixty (60) Day Extension, beginning February 1, 2018 and ending on April 2, 2018, for Commissary & Trust Fund Management, Contract Number 52200-14B-024. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 4 TO CONTRACT WITH SHARPCUT LAWN SERVICE REGARDING A SIXTY (60) DAY EXTENSION, BEGINNING JANUARY 17, 2018 AND ENDING ON MARCH 18, 2018, FOR LANDSCAPE MAINTENANCE AT THE MONTGOMERY INDUSTRIAL PARK, CONTRACT NUMBER 53100-14B-030

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA

JAN 22 2018

January 18, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *plm*
County Administrator

SUBJECT: Resolution regarding Funding for the 187th Fighter Wing Infrastructure Projects

The Montgomery County Commission, at its meeting on January 8, 2018, agreed to place on the next agenda a Resolution authorizing funding of the Alabama Air National Guard Infrastructure Projects for the 187th Fighter Wing.

I am requesting that the Commission adopt the attached Resolution.

DLM/tn

- A COUNTY OLDER THAN THE STATE -

P.O. Box 1667 MONTGOMERY, ALABAMA 36102-1667 PHONE: 334.832.1210

RESOLUTION

WHEREAS, the United States Air Force announced that the 187th Fighter Wing was selected to receive new F-35 fighter jets; and,

WHEREAS, the direct economic impact will be \$70 million up front capital investment and the increase of 1,000 jobs; and,

WHEREAS, Mayor Todd Strange and Chairman Elton N. Dean, Sr., executed a commitment letter on May 8, 2017 to the Honorable Heather Wilson, Secretary of the Air Force, in which they committed \$2,660,000 total funds for the construction of a new Entry Control Point for use by the 187th Fighter Wing at Dannelly Field Guard Station to be provided by September 30, 2020; and,

WHEREAS, this commitment was based upon design estimates to meet the Air Force requirements related to force protection and installation security; and,

WHEREAS, the 187th Fighter Wing is integral to the economic well-being of Montgomery Alabama. It continues the legacy of the Tuskegee Airman "Red Tails" flying under the historic designation of the 100th Fighter Squadron; and,

WHEREAS, the Montgomery County Commission believes this support for the mission of the 187th Fighter Wing strengthens our continued commitment to being known as the "Best Hometown in the Air Force"; and,

WHEREAS, the Montgomery County Commission desires to fund \$1,080,000 for construction of the entry control point "gate" and to fund \$30,000 for an industrial access road grant, which represents 40% of the cost with the City of Montgomery contributing 60%; and,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission authorizes funding prior to September 30, 2020 of \$1,080,000 for construction of the entry control point "gate" and \$30,000 for an industrial access road grant for the Alabama Air National Guard, 187th Fighter Wing.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 22nd day of January 2018.

BY: _____
Chairman

ATTEST: _____
County Administrator

2018 United Way Campaign Results		
Employee Contributions	Commission Appropriation	Total County Contribution
\$8,142		\$8,142

2017 United Way Campaign Results		
Employee Contributions	Commission Appropriation	Total County Contribution
\$8,854	\$5,000	\$13,854

Difference: -**\$5,712**

MONTGOMERY
AREA CHAMBER OF COMMERCE

January 16, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

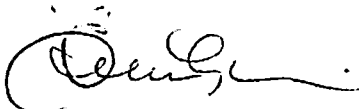
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting for Chamber representatives to appear before the Montgomery County Commission on Tuesday January 22, 2019 in executive session for two separate projects. Please be advised that we have reviewed the commerce and real estate matter which the Montgomery County Commission proposes to discuss in executive session. It is our opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING MONTGOMERY AND THE RIVER REGION.

25-1

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>JANUARY</u>						
	57202-19B-002	Drug Lab Services	Community Corrections	Drug Testing Program Management, Inc.	January 1, 2021	January 1, 2022
	53104-19B-004	Traffic Signage & Supplies	Engineering	Vulcan Signs, Inc.	January 3, 2020	January 3, 2022
	53000-19B-005	Crushed Stone	Engineering	Stephens Construction & Concrete	January 3, 2020	January 3, 2022
	51500-17B-006	Off-site Printing of Notices	Revenue Commission	Diversified Companies, LLC		January 2, 2020
	51965-19B-006	Private Data Network: Probate/Revenue South	Information Systems	Troy Cable, Inc.		January 3, 2022
	52110-18B-007	Graphics and Lettering	Sheriff Office	Signs Now	January 21, 2019	January 22, 2021
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service		January 29, 2019
<u>FEBRUARY</u>						
	59310-16P-002	Inspection and Evaluations of Elevators	County Commission	Dieter Consulting Services, Inc.		February 15, 2019
	52110-17B-008	Sheriff's Office Uniforms	Sheriff Office	Galls, LLC Gulf States Distributors MAC Uniforms	February 5, 2019	February 5, 2020

UPCOMING BIDS/CONTRACT RENEWALS

	52200-18B-001	Inmate Phone System	Detention Facility	Legacy Inmate Communications		February 25, 2021
<u>MARCH</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Personnel	Pitney Bowes		March 23, 2021
<u>APRIL</u>						
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		April 16, 2019
	52110-18B-008	Law Enforcement Leather & Accessories	Sheriff Office	Gulf States	April 15, 2019	April 15, 2021
<u>MAY</u>						
	51965-16B-019	Security Cameras	Information Systems	Graybar		May 8, 2019
	52210-18B-02	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance	May 30, 2019	May 30, 2021
	51965-18B-011	Computer Hardware Maintenance	Information System	SHI International Corporation	May 29, 2019	May 29, 2021

UPCOMING BIDS/CONTRACT RENEWALS

	52603-18B-012	Corrections Staff Uniforms	Youth Facility	Cintas Corporation	May 6, 2019	May 6, 2021
<u>JUNE</u>						
	53000-18B-016	Bituminous Plant Mix	Engineering	Wiregrass Construction Co., Inc.	June 14, 2019	June 14, 2021
	51901-18B-019	Air Filters & Service	Support Service	Lott Enterprise dba Filter Service	June 30, 2019	June 30, 2021
	51901-18B-014	Dumpster Rental & Trash Collection	Support Service	Liberty Disposal	June 30, 2019	June 30, 2021
	51901-18B-021	Private Data Network Probate/Revenue East	Information Systems	Troy Cable, Inc.		June 17, 2021
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	SharpCut Lawn Service		July 31, 2019
	52200-18B-009	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2021
	51100-18B-020	Residential Solid Waste Collection	County Commission	Amwaste, LLC		July 30, 2021
	52110-18B-022	Polo Shirts MCSO	Sheriff Office	LogoBranders	July 22, 2019	July 22, 2021
<u>AUGUST</u>						

UPCOMING BIDS/CONTRACT RENEWALS

	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services		August 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	August 14, 2019	August 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		August 6, 2020
<u>SEPTEMBER</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	September 30, 2019	September 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		September 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		September 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		September 30, 2019
	State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		September 30, 2019
	52601-17P-024	Manage and Operate Community Based Adolescent Alternative	Youth Facility	The Bridge, Inc.	September 30, 2019	September 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	August 31, 2019	August 31, 2021

UPCOMING BIDS/CONTRACT RENEWALS

<u>OCTOBER</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		October 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		October 16, 2019
<u>NOVEMBER</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		November 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		November 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		November 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		November 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		November 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		November 30, 2018
<u>DECEMBER</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	December 20, 2019	December 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		December 31, 2019

UPCOMING BIDS/CONTRACT RENEWALS

	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	December 31, 2019	December 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	December 31, 2019	December 31, 2021

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2018 Collections	FY 2019 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	39,141	33,453	(5,688)	-14.53%
NOVEMBER	36,171	45,157	8,986	24.84%
DECEMBER	36,427	35,397	(1,030)	-2.83%
JANUARY	31,941	33,831	1,890	5.92%
FEBRUARY	44,550			0.00%
MARCH	39,285			0.00%
APRIL	39,456			0.00%
MAY	41,031			0.00%
JUNE	52,193			0.00%
JULY	38,907			0.00%
AUGUST	38,160			0.00%
SEPTEMBER	44,546			0.00%
TOTAL	143,680	147,838	4,158	2.89%

YTD Totals 2018	\$481,808	\$147,838
YTD Totals 2017	\$483,641	
YTD Totals 2016	\$474,632	

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481	3,636,595	81,395	3,717,990	203,509	5.79%
DECEMBER	3,614,897	3,680,169	110,668	3,790,837	175,940	4.87%
JANUARY	4,352,746					
FEBRUARY	3,368,368					
MARCH	3,486,733					
APRIL	4,052,651					
MAY	3,691,004					
JUNE	3,747,031					
JULY	3,881,025					
AUGUST	3,648,050					
SEPTEMBER	3,744,702					
Year to Date	\$10,746,456	\$10,884,726	\$277,869	\$11,162,595	\$416,139	3.87%

Total YTD 2018	\$44,718,766	\$10,746,456
Total YTD 2017	\$43,672,831	\$10,592,755
Total YTD 2016	\$42,941,719	\$10,288,394

28-1

28-1

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868	2.44%
NOVEMBER	3,589,959	3,778,868	81,395	3,860,264	270,305	7.53%
DECEMBER	3,679,876	3,804,439	110,668	3,915,107	235,231	6.39%
JANUARY	4,381,344					
FEBRUARY	3,390,222					
MARCH	3,533,778					
APRIL	4,082,814					
MAY	3,762,749					
JUNE	3,778,041					
JULY	3,996,094					
AUGUST	3,739,413					
SEPTEMBER	3,785,305					
Year to Date	\$10,907,389	\$11,223,925	\$277,869	\$11,501,794	\$594,404	5.45%

Total YTD 2018	\$45,357,151	\$10,907,389
Total YTD 2017	\$44,320,643	\$10,721,280
Total YTD 2016	\$43,552,955	\$10,371,000

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

EDUCATION SALES TAX

Month Deposited	FY 2018	FY 2019	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%
NOVEMBER	2,306,695	2,522,828	216,133	9.37%
DECEMBER	2,400,495	2,506,141	105,646	4.40%
JANUARY	2,838,370			
FEBRUARY	2,158,600			
MARCH	2,270,301			
APRIL	2,637,722			
MAY	2,429,456			
JUNE	2,437,243			
JULY	2,588,641			
AUGUST	2,445,755			
SEPTEMBER	2,454,153			
Year to Date	\$7,091,835	\$7,428,121	\$336,286	4.74%

Total YTD 2018	\$29,352,076	\$7,091,835
Total YTD 2017	\$28,832,488	\$7,045,030
Total YTD 2016	\$28,751,678	\$6,864,198

GASOLINE TAX

Collections	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
139,037		137,322	(1,715)	-1.23%
142,218		147,778	5,560	3.91%
139,435		154,644	15,209	10.91%
121,148				
123,734				
119,190				
138,955				
140,157				
142,692				
142,740				
140,788				
145,352				
\$420,690		\$439,744	\$19,054	4.53%

\$1,635,445	\$420,690
\$1,630,613	\$407,607
\$1,622,822	\$396,323

28-3

28-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

MONTH DEPOSITED	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	231,009	237,680	6,672	2.89%
NOVEMBER	217,201	246,615	29,414	13.54%
DECEMBER	206,461	220,259	13,798	6.68%
JANUARY	187,943			
FEBRUARY	194,862			
MARCH	213,377			
APRIL	274,212			
MAY	244,681			
JUNE	260,783			
JULY	268,768			
AUGUST	256,774			
SEPTEMBER	239,950			
Year to Date	\$654,670	\$704,554	\$49,884	7.62%

Total YTD 2018	\$2,796,021	\$654,670
Total YTD 2017	\$2,634,537	\$656,637
Total YTD 2016	\$2,710,090	\$641,086

28-4

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for December 2018

US Marshal Inmates Received	26
FBOP Inmates Received	237
US Marshal Inmate Carryovers from Previous Month	75
FBOP Inmate Carryovers from Previous Month	17
Total US Marshal Inmate Days	2116
Total FBOP Inmate Days	941
Total Federal Inmate Days	3057

State Inmates Received	295
State Inmate Carryovers from Previous Month	501
Total State Inmates in Facility this Month	796
Total State Carryovers to Next Month	525
Total State Inmate Days	15,730

Total Inmates (State and Federal Combined)	1151
Total Inmate Days (State and Federal Combined)	18,787
*Average Daily Population	<u>626</u>

Total Days Billed to the State	15,730
Amount Charged to the State	\$ 27,527.50
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 27,876.25

Total Spent for Food this Month	\$57,489.60
Amount Over Allowance	\$57,140.85
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.65

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

County Sheriff's Office.

For feeding prisoners in the jail of said county during the month of

December ,**2018**

Month

Year

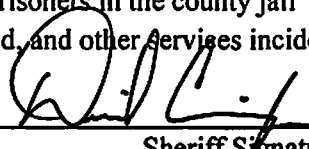
Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail	State	Per Capita	Sheriff's Allowance
1	506					506	\$	885.50	\$ 11.25
2	504					504	\$	882.00	\$ 11.25
3	503					503	\$	880.25	\$ 11.25
4	509					509	\$	890.75	\$ 11.25
5	510					510	\$	892.50	\$ 11.25
6	501					501	\$	876.75	\$ 11.25
7	512					512	\$	896.00	\$ 11.25
8	508					508	\$	889.00	\$ 11.25
9	505					505	\$	883.75	\$ 11.25
10	501					501	\$	876.75	\$ 11.25
11	510					510	\$	892.50	\$ 11.25
12	505					505	\$	883.75	\$ 11.25
13	496					496	\$	868.00	\$ 11.25
14	504					504	\$	882.00	\$ 11.25
15	494					494	\$	864.50	\$ 11.25
16	497					497	\$	869.75	\$ 11.25
17	498					498	\$	871.50	\$ 11.25
18	500					500	\$	875.00	\$ 11.25
19	506					506	\$	885.50	\$ 11.25
20	511					511	\$	894.25	\$ 11.25
21	513					513	\$	897.75	\$ 11.25
22	507					507	\$	887.25	\$ 11.25
23	509					509	\$	890.75	\$ 11.25
24	505					505	\$	883.75	\$ 11.25
25	511					511	\$	894.25	\$ 11.25
26	513					513	\$	897.75	\$ 11.25
27	511					511	\$	894.25	\$ 11.25
28	515					515	\$	901.25	\$ 11.25
29	520					520	\$	910.00	\$ 11.25
30	522					522	\$	913.50	\$ 11.25
31	524					524	\$	917.00	\$ 11.25
Total	15730	0	0	0	0	15730	\$	27,527.50	\$ 348.75

Amount Chargeable to the State (0900-14) \$ 27,527.50

Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 27,876.25

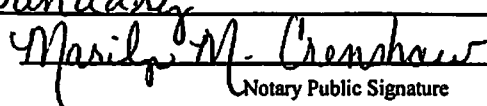
Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 27,876.25 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and "preparing food, serving food, and other services incident to the feeding of prisoners" from funds under authority of Ala. Code §14-6-43.


 Sheriff Signature

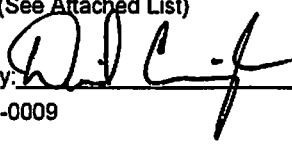
Sworn to and subscribe before me this

3

day of

January, 2019

 Notary Public Signature

29-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 1218 HSG	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 01/04/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
			CONTRACT NUMBER AND DATE			
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM			TO
					GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN-TITY	UNIT PRICE COST PER	
					AMOUNT (1)	
DEC Jail Bill 12/01/2018 to 12/31/2018		12/31/2018	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	2116	48	Day 101,568.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						101,568.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR = \$ BY 2 TITLE		EXCHANGE RATE = \$1.00 DIFFERENCES _____ Amount verified; correct for payment (Signature or initials)		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date) (Authorized Certifying Officer) 2 (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25801 1591020XD H52 D02 HDH5000D						
PAID BY	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)	
	CASH		DATE		PAYEE 3	
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

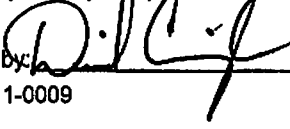
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 62b and 62c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

29-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice # 1218 NMM	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 01/04/2019		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM		TO
GOVERNMENT BL NUMBER						
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
DEC Jail Bill 12/01/2018 to 12/31/2018	12/31/2018	Non-Medical Transport of Federal Inmates	831	0.545	Mile	452.89
		Montgomery County Jail (See Attached List)	1	0.545		0.34
		Submitted by: 				
		IGA # 02-11-0009				
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 453.23
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
	= \$		= \$1.00			
	BY 2					
	TITLE				Amount verified; correct for payment	
					(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) 2			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1591020XD H52 D02 HDT5001D						
PAID BY \$	CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)	
	CASH		DATE		PAYEE 3	
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER TITLE	

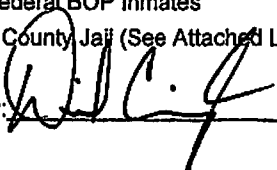
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

29-4

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #12-2018		
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED		SCHEDULE NO. PAID BY FBOP Montgomery	
				01/04/2019			
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE		DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER	
PAYEE'S NAME AND ADDRESS [Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086							
SHIPPED FROM				TO		WEIGHT	GOVERNMENT BAL NUMBER
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
DEC Jail Bill 12/01/2018 to 12/31/2018	12/31/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	939	48	Day	45,072.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 45,072.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR BY 2 TITLE	EXCHANGE RATE =\$ =\$1.00	DIFFERENCES Amount verified; correct for payment (Signature or initials)			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date)		(Authorized Certifying Officer) ²			(Title)		
ACCOUNTING CLASSIFICATION							
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE ³			
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.						PER TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

29-5

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

December 2018 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	69	16.33%
B/M	366	68.37%
W/F	16	6.12%
B/F	45	8.16%
O/F	0	0.00%
Total	501	100.00%

Number of Inmates Received During the Month:

O/M	2	0.68%
W/M	47	15.93%
B/M	193	65.42%
W/F	19	6.44%
B/F	32	10.85%
O/F	2	0.68%
Total	295	100.00%

Total Number of Inmates in Jail During the Month:

O/M	7	0.88%
W/M	116	14.57%
B/M	559	70.23%
W/F	35	4.40%
B/F	77	9.67%
O/F	2	0.25%
Total	796	100.00%

Number of Inmates Released or Removed During the Month:

O/M	3	1.11%
W/M	46	16.97%
B/M	173	63.84%
W/F	13	4.80%
B/F	34	12.55%
O/F	2	0.74%
Total	271	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	4	0.76%
W/M	70	13.33%
B/M	386	73.52%
W/F	22	4.19%
B/F	43	8.19%
O/F	0	0.00%
Total	525	100.00%

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

December 2018 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	10
W/M	13
B/M	48
W/F	2
B/F	2
O/F	0
Total	<u>75</u>

Number of Inmates Received During the Month:

O/M	1
W/M	6
B/M	19
W/F	0
B/F	0
O/F	0
Total	<u>26</u>

Number of Inmates in Jail During the Month:

O/M	11
W/M	19
B/M	67
W/F	2
B/F	2
O/F	0
Total	<u>101</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	6
B/M	28
W/F	0
B/F	1
O/F	0
Total	<u>35</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	11
W/M	13
B/M	39
W/F	2
B/F	1
O/F	0
Total	<u>66</u>

29-7

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

December 2018 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	8
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>17</u>

Number of Inmates Received During the Month:

O/M	2
W/M	3
B/M	16
W/F	2
B/F	0
O/F	1
Total	<u>24</u>

Number of Inmates in Jail During the Month:

O/M	5
W/M	11
B/M	22
W/F	2
B/F	0
O/F	1
Total	<u>41</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	9
B/M	15
W/F	2
B/F	0
O/F	1
Total	<u>31</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	1
W/M	2
B/M	7
W/F	0
B/F	0
O/F	0
Total	<u>10</u>

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct, 18	Nov, 18	Dec, 18	Jan, 19	Feb, 19	Mar, 19	Apr, 19	May, 19	June, 19	July, 19	Aug, 19	Sept, 19	TOTAL:
-County Probation Offenders	148	129	148	0	0	0	0	0	0	0	0	0	
Fees Collected	355.00	280.00	340.00	-	-	-	-	-	-	-	-	-	\$975.00
-Pre-Trial Release Participants	29	37	29	0	0	0	0	0	0	0	0	0	
(Jail Bed- Days Saved)	909	1021	1038	0	0	0	0	0	0	0	0	0	
Fees Collected	225.00	415.00	195.00	-	-	-	-	-	-	-	-	-	\$835.00
-Drug Court Offenders	15	16	16	0	0	0	0	0	0	0	0	0	
Fees Collected	1,180.00	1,022.00	1,300.00	-	-	-	-	-	-	-	-	-	\$3,502.00
-Jail/Prison Diversion Offenders	199	208	213	0	0	0	0	0	0	0	0	0	
Fees Collected	2,257.00	2,368.00	2,255.00	-	-	-	-	-	-	-	-	-	\$6,880.00
Amt. Billed to AL Dept. of Corrections	33,916.00	35,780.00	41,260.00	-	-	-	-	-	-	-	-	-	\$110,975.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
-Drug Screenings	197	168	162	0	0	0	0	0	0	0	0	0	
Fees Collected	735.00	1,050.00	890.00	-	-	-	-	-	-	-	-	-	\$2,675.00
-E.V.E.N. DV Program Enrolled	99	94	88	0	0	0	0	0	0	0	0	0	
Fees Collected	1,055.00	455.00	677.50	-	-	-	-	-	-	-	-	-	\$2,187.50
-Other Fees Collected	180.00	200.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$480.00
TOTAL FEES: (18-19 FY)	\$ 39,902.00	\$ 41,570.00	\$ 47,037.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,509.50
Prior Year Fees (Comparison):	\$36,904.50	\$32,165.50	\$38,940.00	\$42,019.00	\$38,795.00	\$44,326.00	\$47,860.50	\$43,035.00	\$45,803.00	\$43,195.00	\$41,014.00	\$38,627.00	
TOTAL POPULATION SERVED:	490	484	494	0	0	0	0	0	0	0	0	0	
(Population at end of Reporting Month)													
Comparison Population Previous Year	494	500	507	496	490	502	504	499	490	487	469	477	
-Community Service Participants	20	18	18	0	0	0	0	0	0	0	0	0	
(Community Service Hours)	99	78	77	0	0	0	0	0	0	0	0	0	
Value of Labor at \$7.25 per Hr. (Minimum Wage)	\$ 717.75	\$ 567.31	\$ 558.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,843.31

	<u>Drug Court</u>	<u>AL D.O.C.</u>	<u>Client Fees</u>	<u>E.V.E.N.</u>
Budget Allocation (Anticipated Revenue)	\$42,120.00	\$378,888.00	\$60,000.00	\$28,992.00
Total Amount Collected/Billed to Date	\$3,502.00	\$110,975.00	\$11,365.00	\$2,187.50
Balance (of anticipated revenue)	\$38,618.00	\$267,913.00	\$48,635.00	\$26,804.50

Revenue Comparison to Prior Year

Current FY Year to Date Total	\$128,509.50
Prior Year to Date	\$108,010.00
Difference From Prior Year	\$20,499.50 +

Total Projected Fees from All Other Sources*
 Target Amount expected to be collected/billed by date
 Total Collected/Billed to date

\$510,000.00	
\$127,500.00 Target Percent	25.00%
\$128,509.50 % of Goal Collected/Billed to date**	25.20%
**Goal = \$510,000 divided by 12 & X# of Months Completed this FY	
Difference from Anticipated Revenue to Date: + or -	\$1,009.50 +

*Other than from County Appropriations

30-1

Montgomery County Community Corrections

Revenue Received or Billed
FY 2018-2019 (October 2018 - September 2019)

MONTH/YR	DRUG COURT FEES	ALL DRUG COURT DRUG SCREENING FEES	PROBATION SUPERVISION FEES	JAIL/PRISON DIVERSION FEES	PRE-TRIAL RELEASE FEES	DRUG SCREENING FEES	ELECTRONIC MONITORING FEES	E.V.E.N. PROGRAM FEES	SUBTOTAL (FEES)	OTHER MONIES COLLECTED	AL DEPT. OF CORRECTIONS (Jail/Prison Diversion)	ADOC BILLING STATUS*	MONTHLY TOTALS
Oct.-18	\$1,180.00	\$600.00	\$355.00	\$2,257.00	\$225.00	\$135.00		\$1,055.00	\$5,807.00	\$180.00	\$33,915.00	B	\$39,902.00
Nov.-18	\$1,022.00	\$900.00	\$280.00	\$2,368.00	\$415.00	\$150.00		\$455.00	\$5,590.00	\$200.00	\$35,780.00	B	\$41,570.00
Dec.-18	\$1,300.00	\$745.00	\$340.00	\$2,255.00	\$195.00	\$145.00		\$677.50	\$5,657.50	\$100.00	\$41,280.00	B	\$47,037.50
Jan.-19									\$0.00				\$0.00
Feb.-19									\$0.00				\$0.00
March-19									\$0.00				\$0.00
April-19									\$0.00				\$0.00
May-19									\$0.00				\$0.00
June-19									\$0.00				\$0.00
July-19									\$0.00				\$0.00
Aug.-19									\$0.00				\$0.00
Sept.-19									\$0.00				\$0.00
Oct.-19													
TOTALS:	\$3,502.00	\$2,245.00	\$975.00	\$6,880.00	\$835.00	\$430.00	\$0.00	\$2,187.50	\$17,054.50	\$480.00	\$110,975.00		GRAND TOTAL: \$128,509.50

* "R" Denotes Payment Received and "B" Denotes Payment Billed

30-2

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MONTGOMERY EMERGENCY COMMUNICATIONS
DISTRICT
AND
MONTGOMERY COUNTY EMERGENCY MANAGEMENT
COMMUNICATIONS DISTRICT**

Because of an identified need and a mutual desire to collaborate, the City of Montgomery (City) Emergency Communications District (ECD) and the Montgomery County (County) Emergency Management Communications District (EMCD), Alabama desire to work together for the mutual benefit of providing an upgrade to the Montgomery Metro Communications Cooperative District microwave network for the City and Countywide Public Safety P25 system that will provide transport and backhaul for priority emergency communications for responders.

THIS AGREEMENT is made this _____ day of _____, 20__, between the City of Montgomery ECD with its principal place of business being 911 Communications Parkway, Montgomery, Al 36104, hereinafter referred to as the "City ECD" and the Montgomery County EMCD with its principal place of business being 101 South Lawrence Street, Montgomery, Al 36104, hereinafter referred to as the "County EMCD".

- A. The City ECD and County EMCD, will update the existing legacy microwave network for the P25 public safety radio network to a Nokia Ethernet/MPLS configured system providing a guaranteed 136 Mbps capacity for each of the 7 (seven) pathways connecting the system tower sites, and
- B. The City ECD and County EMCD both concur with the final cost of the system provided by Nokia in the amount of \$1,415,280.92, and
- C. The City ECD and County EMCD agree that the entire system cost shall be shared at the currently utilized and established usage rate as determined by the MMCCD for annual budgetary calculations at 72.22% for the City ECD and 27.78% for the County EMCD.
- D. That the City ECD and County EMCD agree that invoices for system costs, based on the contracted payment terms, shall be sent to the City and paid in full by the City. The City will in turn, invoice the County (\$393, 165.03 total) on an annual basis for a period of five (5) years beginning in January 2020 at an amount of (\$78,633.01) for their share of the costs at zero per cent interest; and
- E. It is understood that the equipment will be owned jointly by the City and County as understood by the MMCCD cooperative agreement, and

- F. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable, extend to and bind the several and respective successors and assigns of the parties hereto.
- G. This agreement only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.
- H. All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 30 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile, confirmation copies must be sent by mail or hand delivery to the specified address. Either party may from time to time change its Notice Address by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City of Montgomery ECD:

By: _____

Name: _____

Title: _____

Montgomery County EMCD:

By: _____

Name: _____

Title: _____