

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

November 1, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *dlm*
County Administrator

SUBJECT: Information pertaining to the November 5, 2018
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, November 5, 2018, at **First Baptist Church of Greater Washington Park, 2817 3rd Street, Montgomery, Alabama.** The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.

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

1. County Commission Information Session Schedule for November 5, 2018

Items to Consider for the Monday, November 19, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Contract and Related Charges for Services with Governmental Agencies for Vehicle Maintenance Services at the Montgomery County Fleet Maintenance Shop, Sheriff's Office
3. Consider Authorization of Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Transitions Program for Fiscal Year 2018-2019, Youth Facility (Also, attached is last years Agreement)
4. Consider Authorization of Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, Youth Facility
5. Consider Authorization of the U.S. Department of Justice Equitable Sharing Agreement and Certification, District Attorney's Office
6. Consider Authorization of Security Camera System from Milestone Systems, Information Systems, subject to approval by the Examiners of Public Accounts

7. Consider Authorization of Renewal of Microsoft Enterprise Agreement, Information Systems
8. Consider Authorization of Board Member Appointments, Southeast Alabama Emergency Medical Services Council, Inc.
9. Consider Authorization of Amendment Number 3 to Contract with Summit Foods Services, LLC regarding a Sixty (60) Day Extension, beginning December 1, 2018 and ending on January 29, 2019, for Inmate Food Service, Contract Number 52200-16B-041 Detention Facility
10. Consider Authorization of Amendment Number 2 to Contract with Chappy's Deli of Montgomery regarding a One (1) Year Extension, beginning November 21, 2018 and ending on November 20, 2019, and a 4.86% Price Increase for Employee Luncheon, Contract Number 51988-17B-001, County Commission
11. Consider Authorization of Amendment Number 2 to Contract with Chappy's Deli of Montgomery regarding a One (1) Year Extension, beginning November 21, 2018 and ending on November 20, 2019, and a .041% Price Increase for Catering of Food Trays, Contract Number 51988-17B-003, County Commission
12. Consider Authorization of Amendment Number 1 to Contract with Signs Now regarding a One (1) Year Extension, beginning January 22, 2019 and ending on January 21, 2020, and a 5% Price Increase for Graphics and Lettering, Contract Number 52110-18B-007, Sheriff's Office
13. Consider Authorization of Amendment Number 2 to Contract with Montgomery Armored Car Services, Inc., regarding a One (1) Year Extension, beginning January 1, 2019 and ending on December 31, 2019, and a 2.993% Price Increase for Armored Car Services, Contract Number 51100-17B-004, County Commission
14. Consider Authorization of Bid Award to Drug Testing Program Management, Inc., for Drug Testing and Equipment, Bid Award Number 57202-19B-002, Community Corrections
15. Consider Authorization of Bid Award to Complete Demolition Services, LLC, for Partial Demolition of the Former South Montgomery County Academy Campus, PH&J Number 1715GVC, County Commission
16. Consider Authorization of Bid Award to Liberty Disposal for Clean Saturday Refuse Collection Services, Bid Award Number 51100-18B-026, County Commission
17. Consider Authorization of 2019 Commission Meeting Schedule, County Commission

18. Consider Authorization of Resolution which states, "NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does acknowledge the practices of segregation and Jim Crow Laws were wrong and inconsistent with the Constitution of the United States of America." County Commission

General Information

19. 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)
20. Copy of Email from Mr. Oronde Mitchell **requesting \$500** for Thanksgiving Dinner Program for Low-Income Montgomery Families
21. Copy of Email from Partnership Specialist William C. Scott with the U.S. Census Bureau regarding the 2020 Census
22. Copy of Letter from Founder/Director Earnestine Woods with Have a Heart 4 Children, Inc., **requesting \$5,000** for Operational and Programmatic Expenses (10/3/16, the Commission approved a Budget Change Request in the Amount of \$3,000 from Donation Revenue and on 6/19/17, the Commission approved a Budget Change Request in the Amount of \$5,000 from Donation Revenue)
23. Copy of Letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board **requesting \$3,750** (half of the total cost of \$7,500) for an updated report regarding the estimates of probable costs in a continuing effort to update sewer services in West Montgomery
24. Copy of Letter from Board Chairman Richard E. Hanan with the Montgomery Water Works & Sanitary Sewer Board regarding Fire Hydrants. There are 304 fire hydrants in the County outside the Pike Road town limits and, **effective January 1, 2019, they will be charging the County \$90 per fire hydrant per year (304 x \$90 = \$27,360 annually)** for maintenance of the fire hydrants and for firefighting activities
25. Copy of Email from County Attorney Gallion requesting an Agreement with County Attorneys Tyrone C. Means and Thomas T. Gallion, III for Legal Services for the Three-Year Period March 7, 2019 – March 6, 2022, County Commission (Also, attached is a **copy of the current Agreement with the County Attorneys and Exhibit A**)
26. Copy of Letter from the 200 Alabama Bicentennial Commission stating that they will grant funds to the Booker T. Washington Magnet High School

27. Copy of Letter from the Alabama Department of Transportation regarding the Coliseum Boulevard Plume Institutional Control Program
28. Copy of Letter from the Alabama Historical Commission regarding the Addition of Davis Family Cemetery, Montgomery County, Alabama, to the Alabama Historic Cemetery Register
29. Copy of Letter from the Alabama Historical Commission regarding the Addition of the Bertha P. Williams Library to the Alabama Register of Landmarks and Heritage
30. Copy of Information regarding the Montgomery Humane Society
31. Copy of Schedule of Upcoming Bids/Contract Renewals for November–December 2018

Previous Requests for Funding

During the October 1, 2018 meeting, CEO Doris Crenshaw with The Southern Youth Leadership Development Institute (SYLDI) requested \$35,000 for the 2018 SYLDI Summer Program (On 2/20/18, the Commission appropriated \$25,000 from their Joint Designated Revenue account to this organization)

If you have any questions, please contact me.

DLM/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
NOVEMBER 5, 2018

- 4:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 4:10 p.m. Chairwoman Tammy Knight-Fleming with the Montgomery Airport Authority – Presentation regarding Preliminary Engineering Design and Environmental Assessment cost for a runway extension project and Request for \$90,000 (**General Information Item 19**)
- 4:20 p.m. Vice President of Development Becky Saunders with Liberty Learning Foundation – Presentation regarding the Program (**On 2/20/18, the Commission appropriated \$25,000 from the Joint Designated Revenue account and on 11/21/16, the Commission approved a Budget Change Request in the amount of \$25,000 from Donation Revenue for program expenses**)
- 4:25 p.m. Executive Director Meesoon Han with Alabama-Korea Education & Economic Partnership (A-KEEP) – Presentation regarding the Program (**On 2/20/18, the Commission appropriated \$5,000 from the Joint Designated Revenue account and on 2/21/17, Chairman Dean, Commissioner Harris and Commissioner Singleton appropriated \$1,666 from each of their agencies account**)
- 4:30 p.m. Mr. Oronde Mitchell – Presentation **requesting \$500** for Thanksgiving Dinner Program for Low-Income Montgomery Families
- 4:35 p.m. Sheriff Derrick Cunningham – Presentation regarding Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 7ATL for the Montgomery County Sheriff's Office (FY2017 - \$50,000) (**Agenda Item 3**), Cooperative Agreement for the State Homeland Security Grant Program, Grant Number 8ATL for the Montgomery County Sheriff's Office (FY2018 - \$50,000) (**Agenda Item 4**) and Contract and Related Charges for Services with Governmental Agencies for Vehicle Maintenance Services at the Montgomery County Fleet Maintenance Shop (**Future Agenda Item 2**)
- 4:40 p.m. Partnership Specialist William C. Scott with Census 2020 – Presentation regarding Census 2020 (**General Information Item 21**)
- 4:45 p.m. Acting Juvenile Court Administrator Beverly Wise with the Youth Facility – Presentation regarding Agency Grant Agreement with the Alabama Department of Youth Services for the Davis Transitions Program for Fiscal Year 2018-2019 (**Future Agenda Item 3**) and Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville (**Future Agenda Item 4**)

Information Session Schedule for
November 1, 2018 (Continued)

- 4:50 p.m. Chief Administrator Rhonda B. Cape with the District Attorney's Office – Presentation regarding the Ratification of the 2018-2021 Agreement with the Alabama Department of Human Resources for the Child Support Unit (**Agenda Item 5**) and U.S. Department of Justice Equitable Sharing Agreement and Certification (**Future Agenda Item 5**)
- 4:55 p.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding Security Camera System from Milestone Systems (**Future Agenda Item 6**) and Renewal of Microsoft Enterprise Agreement (**Future Agenda Item 7**)
- 5:00 p.m. County Engineer George Speake – Update regarding Engineering Operations
- 5:05 p.m. Campaign Chair Ed Crowell and Vice President of Resource Development Brenda Dennis with River Region United Way – Presentation regarding the River Region United Way Campaign (**On 10/17/16, the Commission approved a Budget Change Request in the Amount of \$5,000 from Donation Revenue and on 10/23/17, the Commission approved a Budget Change Request in the amount of \$5,000 from In House Miscellaneous Appropriations**)
- 5:30 p.m. Formal Session
- 6:00 p.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

October 25, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Montgomery County Fleet Maintenance Shop

I would like to thank you for allowing my agency to open the Montgomery County Fleet Maintenance Shop. We are now ready to allow other surrounding agencies to visit the shop. I have put together a list of charges for services that will be rendered as needed. We'll be more than happy to go over each charge with the Commission.

I am now requesting that the County Commission work with the attorneys to come up with a contract so that our Finance Department will be able to receive funding from submitted invoices upon completion of services rendered.

Again, we look forward to branching out to other surrounding agencies to offer various vehicle maintenance services. As you can see, these rates have been prepared by my agency. The said rates are comparable to other businesses; however, with our shop, you will receive an overall inspection, i.e., proper operation of lights, wiper blades, etc. We will be reviewing prices annually as it relates to parts and salaries, not to mention this will be a revenue resource for the County Commission as well.

Please place this matter on the next agenda as I look forward to proceeding with this matter at the Commission's earliest convenience.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator
Ms. Sherrill Thomas, Finance Director

encl.

Montgomery County Fleet Maintenance Shop Flat Rate

All service includes synthetic blend factory spec motor oil, multi-point inspection, air pressure adjustment, and fluid top off

Vehicle	Oil Change w/ Filter	Oil Change w/Tire Rotation	Brakes All 4	Wipers Blades Each
Chevy Impala	\$33.00	\$41.00	\$248.00	\$11.00
Chevy Suburban	\$39.00	\$47.00	\$259.00	\$13.00
Chevy Tahoe	\$39.00	\$47.00	\$259.00	\$13.00
Dodge 1500	\$33.00	\$41.00	\$259.00	\$11.00
Dodge Charger	\$33.00	\$41.00	\$248.00	\$11.00
Ford Crown Victoria	\$33.00	\$41.00	\$248.00	\$11.00
Ford Econoline Diesel	\$56.00	\$64.00	\$259.00	\$13.00
Ford Econoline Gas	\$33.00	\$41.00	\$259.00	\$13.00
Ford Expedition	\$33.00	\$41.00	\$259.00	\$11.00
Ford Explorer	\$33.00	\$41.00	\$248.00	\$11.00
Ford F150	\$33.00	\$41.00	\$248.00	\$13.00
Ford F-250 Diesel	\$56.00	\$64.00	\$274.00	\$13.00
Ford F-250 Gas	\$41.00	\$49.00	\$274.00	\$13.00
Ford Fuslon	\$33.00	\$41.00	\$248.00	\$11.00
Ford Taurus	\$33.00	\$41.00	\$248.00	\$11.00
Ford Transit Diesel	\$56.00	\$64.00	\$259.00	\$13.00
Ford Transit Gas	\$41.00	\$49.00	\$259.00	\$13.00

Memo

To: Mr. Donnie Mims
From: Beverly Riddle Wise, Juvenile Court Administrator *BRW*
Date: October 26, 2018
Re: DYS Grant Agreement

I am requesting that the attached DYS grant agreement for FY 2018-2019 be placed on the County Commission working agenda for November 5th.

Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2018 – 2019

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DHS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting **100 youth annually, with a maximum capacity of 50 and 146 day average length of participation.**

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Transitions Program offers highly individualized services to adolescents experiencing behavioral and legal issues. Services include needs assessments, treatment plans, family needs assessment, clinical group and individual therapy, in-home services, parenting education, transportation and supervision for community service projects, and family counseling and anger management therapy and follow-up care. These services are provided as an alternative to DHS commitment for youth within the Montgomery County community. Montgomery Co Juvenile Court and the Montgomery Co Commission shall contract with The Bridge, Inc. to administer these services.

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DHS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males and/or Females, ages 13-18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DHS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DHS, youth with the following characteristics only will **not** be eligible for participation:
 - Youth charged with harassment, simple assault, or first time misdemeanors, unless mitigating circumstances warrant involvement with the program.
- Be developed by or in collaboration with the **Montgomery County Juvenile Court (MCJC)**;
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DHS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report by November 30, for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HIT.

Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review. Program records will also be subject to a financial review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

Steven P. Lafreniere
Executive Director

BY: _____

Legal Review
Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2018.

BY: _____

Montgomery County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT

Fiscal Year 2017 – 2018

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of Four hundred ninety thousand and no/100 dollars (\$490,000.00).

These funds shall be used for non-residential services for Montgomery County youth who would otherwise be committed to the Department of Youth Services (DYS). As a result of the interventions funded by these monies, the parties expect that Montgomery County will eliminate commitments to DYS (including HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses) by diverting 100+ youth annually, with a maximum capacity of 45 and a 10-20 week average length of participation.

These funds shall be utilized for the following purpose/activities:

The Montgomery County Davis Treatment Center (DTC) is a day and evening program for medium to very high risk youth. DTC provides the following services: individualized treatment plans, GED and academic remediation, case management, Parenting Skills, individual, group and family counseling, job search/placement assistance, vocational training, transportation, and aftercare. Montgomery Co Juvenile Court and the Montgomery Co Commission ~~shall~~ contract with The Bridge, Inc. to administer these services.

will
END

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (HIT or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
 - Males and/or Females, ages 12-18
 - Delinquent youth with a medium to high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
- In order to ensure that the program only serves youth who would have otherwise been committed to DYS, youth with the following characteristics only will not be eligible for participation:
 - Youth charged with harassment, simple assault, first time misdemeanors, or drug/alcohol offenses, unless mitigating circumstances warrant involvement with the program.
- Be developed by or in collaboration with the Montgomery County Juvenile Court (MCJC);
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program;
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

- Produce an annual report by November 30, for the October - September fiscal year. This report form shall be available on the DYS website and will include the following information, at a minimum:
 - A narrative description of each program funded by the grant
 - Annual summary of participant data
 - A description of the program's efforts to evaluate its own effectiveness, along with a summary of the results of all such evaluations.
- Each such completed annual report shall be made available to the Alabama Department of Youth Services, in addition to quarterly reports (if requested by DYS). Decisions about renewing grants may be made based on the courts' ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or HTT.

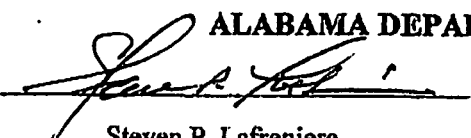
Both MCJC and DYS acknowledge that this Award may be terminated at will by MCJC or DYS for any reason. Any funds remaining from the award shall be returned to DYS upon the termination of said award.

The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. All parties agree that prior year funds and/or Medicaid funds may be available to fund this program and have and/or will be applied to the total grant award. Any unexpended grant fund amounts shall be reported to DYS no later than November 1st. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program will be made available for review. Program records will also be subject to a financial review.

The Recipient or its designee shall administer the services for which this grant is awarded, in accordance with the grant application, and applicable rules, regulations and conditions as set forth by the Department. This agreement is for a one year period and may be extended for an additional year. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

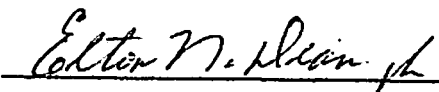
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to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

BY:  **ALABAMA DEPARTMENT OF YOUTH SERVICES**
 Steven P. Lafreniero
 Executive Director

BY:  **Legal Review**
 Approved as to form only

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the 23rd day of October, 2017.

BY: 
 Montgomery County Commission

Memo

To: Mr. Donnie Mims
From: Beverly Riddle Wise, Juvenile Court Administrator *BW*
Date: October 23, 2018
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties and the City of Prattville Detention Bed
Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' and the City of Prattville contract on the November 5th County Commission working agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville to house juveniles in our facility from their respective counties/city.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). **Autauga County** will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July). A fourth bed will be provided to **Autauga County** on a year to year basis in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning (October, January, April, July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.

6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual

contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of two years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement. The fourth bed will be contracted on a year to year basis.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST



ADMINISTRATOR/CLERK/
TREASURER

AUTAUGA COUNTY



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or “beyond control” while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the _____ Chairman _____ of its _____ Commission _____ on the _____th day of _____ October _____, 2018.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kalsaludo
ADMINISTRATOR/CLERK/
TREASURER

Donnell L. L...
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Chilton County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

- case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
 10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
 11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

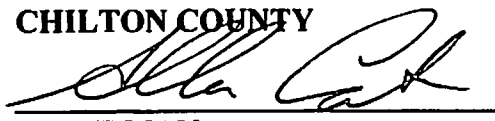
ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. Elmore County agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to Elmore County, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Elmore County will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and Elmore County covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Elmore County is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. Elmore County will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of Elmore County in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Elmore County will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the

Juvenile Detention Director. **Elmore County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Kimberly Erb
ADMINISTRATOR/CLERK/
TREASURER

Z. O. [Signature]
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

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

WITNESSETH

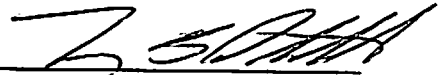
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2018 through September 30, 2019, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

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

~~Indicate Detention Center chosen by County to receive funds below:~~

Montgomery County Juvenile Detention


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven P. Lafreniere
Executive Director

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

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Monroe County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the City of Prattville, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one** bed to **the City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted. Detainees deemed to be in need of emergency medical attention will not be admitted until medically cleared to be detained.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Juvenile Detention Director, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between **the City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of two years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

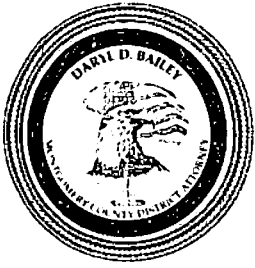
CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson
ADMINISTRATOR/CLERK/
TREASURER

Bill H. Hagan
CHAIRMAN Mayor



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

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

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 30, 2018

SUBJECT: Equitable Sharing Agreement and Certification

The Equitable Sharing Agreement and Certification for our office is enclosed. Your signature is required for submission. I respectfully request this item be placed on the November 19, 2018 agenda.

Contact me at 832-1652 if you have any questions.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A

Agency Name: Montgomery County District Attorney 15th Judicial

Type: Prosecutor's Office

Mailing Address: 100 South Lawrence St

PO Box 1667

Montgomery, AL 36102

Finance Contact

Name: Cape, Rhonda

Phone: 334-832-1652

Email: rhondacape@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda

Phone: 334-832-1652

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2018

Agency FY 2019 Budget: \$8,159,398.00

Annual Certification Report

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

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

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

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

5-2

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

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

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

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

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

- 1. Submission.** This Document must be submitted within 60 days of the end of the Agency's fiscal year. This Document must be signed and submitted electronically. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.
- 2. Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.
- 3. Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.
- 4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.
- 5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

- 6. Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular,

5-4

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

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

☐ Yes ☒ No

Agency Head

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

Signature: Daryl D. Bailey Date: 10-30-18

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

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

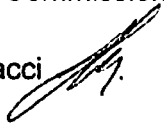
Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

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

Interoffice Memo

To: County Commission

From: Lou Ialacci 

Cc: Donnie Mims, Florence Cauthen

Date: October 29, 2018

RE: Security Cameras

In the October 15, 2018 work session, we discussed the County's security cameras and software system. It was pointed out that the IT department was in the process of taking over the management of the security systems for doors and cameras. After reviewing alternatives, we negotiated a new Master Agreement with Crosby Communications, LLC, which was approved by the Commission on April 16, 2018. This action replaced Norment/Cornerstone Service and Supply. The legacy system and products for the security doors and cameras did not keep up with technology.

Rodney Smith, IT Manager Systems has been working with the new company, Crosby Communications, to evaluate newer, better equipment and computer support systems. Attached is a proposal for a new security camera system from one of the industry leaders, Milestone Systems. The Video Management System by Milestone comes highly recommended. The cost is \$163,207, which includes the software with licenses for 750 cameras and premium support for three years. This is the critical foundation that is needed to manage and provide proper security coverages for the existing 676 cameras.

I am requesting this be put on the Thursday Briefing Memo Monday November 5, 2018 to be reviewed and approved to go on the November 19, 2018 formal agenda.

Thank you



CROSBY COMMUNICATIONS, LLC

QUOTATION

DATE: 10/26/18
JOB NAME: Milestone
JOB LOCATION: Montgomery, Alabama

BASE BID \$163,207.62

Scope:
- Professional + with 3yr Care Plus + 3yr Premium

Cost Breakdown:
Professional + Base: \$404.16
Professional + Device License: $\$136.88 \times 750 = \$102,662.75$
Care Plus 3yr = $\$53.46 \times 750 = \$40,096.98$
Premium Setup: \$1,214.92
Premium Device: $\$25.11 \times 750 = \$18,828.81$

Thanks for the opportunity to quote this job. Crosby Communications is prepared to provide quality work on this project in a safe and timely manner. Please call if you have any questions.

Matthew Jerles

ACCEPTED BY: _____

Voice • Fiber • Data • Video

6012 EAST SHIRLEY LANE, SUITE B, MONTGOMERY, AL 36117

334.388.0291

FAX 334.272.6768

WWW.CROSBYCOMMUNICATIONS.COM

6-2

Lou Ialacci

From: Rodney Smith
Sent: Monday, October 29, 2018 3:49 PM
To: Lou Ialacci; Florence Cauthen; Derrick Cunningham
Cc: Dan Harris
Subject: RE: Main Courthouse Security Camera Upgrades
Attachments: Pro+ careplus 3yr care premium 3yr.pdf

Importance: High

Everyone,

Please see attached proposal from Crosby Communications our Security vendor for the new Video Management System (VMS) from Milestone. Based on many customer reference stories as found here: <https://content.milestonesys.com/media/>, Milestone Systems is a highly recommended vendor within the Security Video Management field. This same proposed system will also integrate with our Door Security Access system Infinias to view cameras when a doors is opened.

This proposal includes a 3 year discounted rate for the Care Plus and Premium Support options with the new system. The purchase price for this VMS is a one-time cost and it includes up to 750 cameras. The only re-occurring costs associated with this system is the Care Plus and Premium support. I recommend we purchase the discounted 3 year option. In the event we need to add more than 750 cameras, the costs is would be for each additional camera only. Listed below is a summary of the pricing and support options:

Milestone Professional Level (Software Base) for quantity 750 camera device licenses (*One Time Cost*): \$104,279

Total Costs with Recommended 3 Year Support:
\$104,279 + \$58,928 = \$163,207

Re-Occurring Support Options

3 YEAR Discount

Care Plus and Premium Support (based on number of camera devices): \$58,927.50

1 YEAR Standard Rate

Care Plus and Premium Support (based on number of camera devices): \$26,122.50

Please let me know if you have any objections, we would like to move forward as soon as possible.

Thanks,

Rodnéy Smith
IT Manager Systems
Montgomery County Commission
O. 334-832-1396
C. 334-301-2351

From: Rodney Smith
Sent: Tuesday, October 16, 2018 3:47 PM

To: Dan Harris <DANHARRIS@mc-ala.org>
Cc: Derrick Cunningham <DerrickCunningham@mc-ala.org>; Lou County IT Office (Loulalacci@mc-ala.org) <Loulalacci@mc-ala.org>; Florence Cauthen <FLORENCECAUTHEN@mc-ala.org>
Subject: Main Courthouse Security Camera Upgrades
Importance: High

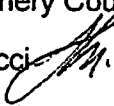
Commissioner Harris,

Please see the attached PDF document that contains information regarding the proposed security camera upgrades for the Main Courthouse on 251 S. Lawrence Street. Inside this document you will find the line items for the security camera hardware and installation costs. I have included YouTube demo video links for the proposed cameras that will give you a general idea of quality and functionality. Pay special attention to the Sony "Extreme Low Light" camera demo video, it is considered to be the benchmark for top quality outdoor high powered zoom cameras. It will be used to capture all vehicle traffic passing the courthouse. Please know we are continuing to work with our security vendor Crosby Communications to provide additional proposals for comprehensive camera coverage of all other County buildings as requested. This scope of work will include the recommendation to replace the current Video Management System to ensure we do not miss any more video recordings. We have already identified a new provider named Milestone, they have a very reliable Video Management System with a proven track record. We are working with them right now to negotiate a new contract for their service and system. I will be sure to share that information once we have it in hand. Here is a reference link for Milestone: <https://www.milestonesys.com/>. Please feel free to contact me directly if you need any other information.

Thanks,

Rodney Smith
IT Manager Systems
Montgomery County Commission
O. 334-832-1396
C. 334-301-2351

Memo

To: Montgomery County Commission
From: Lou Lalacci 
CC: Donnie Mims, Florence Cauthen, Myrtle Singleton
Date: October 31, 2018
Re: Microsoft Enterprise Agreement (EA) Renewal

It is time to renew our standard three year Microsoft Enterprise Agreement (EA) through Software Hardware Integration (SHI), the vendor on the State Contract for providing Microsoft licensing and products. This will be our fifth renewal.

This renewal will allow Montgomery County to continue its enrollment in Microsoft's EA and take advantage of the latest services being offered. We successfully implemented Microsoft's new cloud based Office 365 under our current agreement. This approach strengthened important services, like compliance with federal and state laws pertaining to privacy, security, and archiving of all County email and related data.

The County and our business application vendors rely heavily on Microsoft products. Due to the evolution of their products and services Microsoft's pricing structure continues to increase. I plan to cover the increase within my current budget by working to eliminate duplicate services from other vendors that are now provided by Microsoft.

The EA has worked very well for the County for the past twelve years. This renewal allows the County to cover its increasing software needs and take advantage of security improvements by Microsoft. The County will also continue to have access to Microsoft's latest updates, their technical support, and have the security that we are in full compliance with Microsoft's licensing requirements.

I am requesting the Commission approve putting the renewal on the formal agenda for the November 19, 2018 meeting.

Thank you

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

October 19, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and would like to be reappointed to another full term on this Council.

Thank you for your consideration.

DLM/tn

Attachment

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2018

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2018

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2018

Mark Norris
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2018

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2018

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2018

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2018

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2018

Term: 1 year

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: October 24, 2018
RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 3 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. 3 will allow the contract to be extended for sixty (60) days, beginning December 1, 2018 and ending on January 29, 2019. This will allow us time to issue a new bid.

All other provisions of the contract shall remain the same.

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

Attachment



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

Colonel Wanda J. Robinson
DIRECTOR OF DETENTION

TO: Donald Mims, County Administrator

FROM: Derrick Cunningham, Sheriff

DATE: October 23, 2018

SUBJECT: Inmate Food Service Contract

Purchasing has been in contact with Summit Food Services since September 20, 2018 regarding expiration of inmate food service contract and their desire to renew; however, vendor is giving Purchasing the runaround regarding this contract renewal. Therefore, I am requesting that this contract be put out for bid.

9-2

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

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 3

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended for one (60) days, beginning December 1, 2018 and ending January 29, 2019.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager^{ms}

DATE: October 24, 2018

RE: Contract No. 51988-17B-001
Employee Luncheon

I request that the attached Amendment No. 2 to Chappy's Deli of Montgomery contract for employee luncheon be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 21, 2018 and ending on November 20, 2019.

Chappy's Deli of Montgomery would like to increase prices by 4.86% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

•

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

**Amendment
To
Contract # 51988-17B-001**

Amendment No. 2

Contract with Chappy's Deli of Montgomery for employee luncheon is hereby extended for one (1) year, beginning November 21, 2018 and ending November 20, 2019.

Prices will increase by 4.86%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *ms*
DATE: October 24, 2018
RE: Contract No. 51988-17B-003
Catering of Food Trays

I request that the attached Amendment No. 2 to Chappy's Deli of Montgomery contract for catering of food trays be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning November 21, 2018 and ending on November 20, 2019.

Chappy's Deli of Montgomery would like to increase pricing by 0.041% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

•

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

**Amendment
To
Contract # 51988-17B-003**

Amendment No. 2

Contract with Chappy's Deli of Montgomery for catering of food trays is hereby extended for one (1) year, beginning November 21, 2018 and ending November 20, 2019.

Prices will increase by 0.041%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

CHAPPY'S DELI OF MONTGOMERY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *mk*
DATE: October 23, 2018
RE: Contract No. 52110-18B-007
Graphis and Lettering

I request that the attached Amendment No. 1 to Signs Now contract for graphics and lettering be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 22, 2019 and ending on January 21, 2020.

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

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

Attachment

u

12-1

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

**Amendment
To
Contract # 52110-18B-007**

Amendment No. 1

Contract with Signs Now for Graphics and Lettering of Sheriff Vehicles is hereby extended for one (1) year beginning January 22, 2019 and ending January 21, 2020.

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

All other provisions of the contract remain the same.

WITNESS:

SIGNS NOW

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: October 23, 2018

RE: Contract No. 51110-17B-004
Armored Car Services

I request that the attached Amendment No. 2 to Montgomery Armored Car Services, Inc. contract for armored car services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 1, 2019 and ending on December 31, 2019.

Montgomery Armored Car Services, Inc. would like to increase prices by 2.993% 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 Steven L. Reed, Judge of Probate and Terri Henderson, Revenue Manager.

Attachment

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

**Amendment
To
Contract # 51100-17B-004**

Amendment No. 2

Contract for armored car services, is hereby extended for one (1) year beginning January 1, 2019 and ending December 31, 2019.

Prices will increase by 2.993%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS: MONTGOMERY ARMORED CAR SERVICE,
INC.

BY: _____

TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager ^{ms}
DATE: October 25, 2018
RE: Invitation to Bid No. 57202-19B-002
Drug Testing and Equipment

I request approval of award on the above referenced Invitation to Bid, to the only bidder, Drug Testing Program Management, Inc., in the amount of \$13,841.53 based on unit pricing, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for two (2) years, with the option to renew for one (1) year. A price increase may be allowed after the second year but shall not exceed more than five-percent (5%).

Coordination of award made with Paul Brown, Executive Director of Montgomery County Community Corrections.

Attachment

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

October 25, 2018

TO: Myrtle Singleton – Purchasing Director
RE: Final Negotiated Bid for Drug Testing – from DTPM

Ms. Singleton:

I have been working with Drug Test Program Management (DTPM) and they have agreed to and have submitted a FINAL bid offer which reflects approximately 5% off their original bid. I am convinced that that this final bid was submitted as their true final offer and I do not expect that further negotiations would produce a lower bid from DTPM. I have attached the final bid amounts with the signature of the Executive Director noted.

I recommend that we accept the Final Bid submitted by DTPM as it represents a 5% overall savings over their original bid.

Paul H. Brown. – Executive Director

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 61 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 57202-198-002				Drug Testing Program Management, Inc. 3022 Greenhill Blvd. NW Ft. Payne, Alabama 35986 Attn: Gene Clecker (256) 845-1261 Is Company Minority Owned Yes X No									
DATE ISSUED: October 4, 2018													
DATE OPENED: October 25, 2018													
REQUESTING DEPARTMENT: Community Corrections													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Drug Assays/ Validity Testing												
	Alcohol(ETOH)		678	\$1.08	\$ 732.24								
	Alcohol(ETG)		678	\$1.38	\$ 935.64								
	Amphetamines		678	\$1.08	\$ 732.24								
	Barbiturates		678	\$1.08	\$ 732.24								
	Benzodiazepines		678	\$1.08	\$ 732.24								
	Buprenorphine		678	\$1.08	\$ 732.24								
	Cannabinoids		678	\$1.08	\$ 732.24								
	Cocaine		636	\$1.08	\$ 686.88								
	Crealinine		564	\$0.35	\$ 203.04								
	Ecstasy		678	\$1.08	\$ 732.24								
	Fentanyl		678	\$1.20	\$ 813.60								
	Oxidants/Adulterants		564	\$0.36	\$ 203.04								
	Melhamphelamine		1055	\$1.34	\$ 1,413.70								
	Methadone		678	\$1.08	\$ 732.24								
	Morphine												
	Opiates		678	\$1.08	\$ 732.24								
	Oxycodone		678	\$1.08	\$ 732.24								

Notes:

14-3

**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

14-4

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 61 BIDS MAILED				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 57202-198-002				Drug Testing Program Management, Inc. 3022 Greerhill Blvd. NW Ft. Payne, Alabama 35986 Attn: Gene Clecker (256) 845-1281 Is Company Minority Owned Yes X No									
DATE ISSUED: October 4, 2018													
DATE OPENED: October 25, 2018													
REQUESTING DEPARTMENT: Community Corrections													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	Drug Assays/ Validity Testing												
	Alcohol(ETOH)		678	\$1.08	\$ 732.24								
	Alcohol(ETG)		678	\$1.38	\$ 935.64								
	Amphetamines		678	\$1.08	\$ 732.24								
	Barbiturates		678	\$1.08	\$ 732.24								
	Benzodiazepines		678	\$1.08	\$ 732.24								
	Buprenorphine		678	\$1.08	\$ 732.24								
	Cannabinoids		678	\$1.08	\$ 732.24								
	Cocaine		636	\$1.08	\$ 686.88								
	Creatinine		564	\$0.36	\$ 203.04								
	Ecstasy		678	\$1.08	\$ 732.24								
	Fentanyl		678	\$1.20	\$ 813.60								
	Oxidants/Adulterants		564	\$0.36	\$ 203.04								
	Methamphetamine		1055	\$1.34	\$ 1,413.70								
	Methadone		678	\$1.08	\$ 732.24								
	Morphine												
	Opiates		678	\$1.08	\$ 732.24								
	Oxycodone		678	\$1.08	\$ 732.24								

Notes:

14-5

October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: South Montgomery Demolition Bid Award

I request that award of the Bid for demolition of certain structures on the campus of the former South Montgomery County Academy campus to low bidder Complete Demolition Services, LLC, Inc., and related contracts be placed on a future agenda. (Copy of Tabulation of Bids attached.)

Attachment

PH&J architects inc.

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 #1715GVC

Project: Partial Demolition of the South Montgomery Academy Campus
for Montgomery County Commission

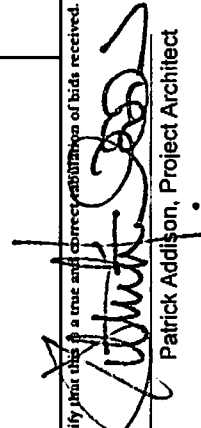
TABULATION OF BIDS

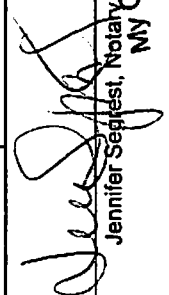
Time & Date: October 16, 2018 @ 2:00 pm

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

CONTRACTOR	BASE BID			TOTAL
Complete Demolition Services, LLC	\$142,000.00			\$142,000.00
Britt Demolition & Recycling, Inc.	\$174,000.00			\$174,000.00
David Jordan & Company, Inc.	\$173,119.00			\$173,119.00
DaD's Enterprises	NO BID			NO BID

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

By: 
Patrick Addison, Project Architect

By: 
Jennifer Seale, Notary
My Commission Expires:
March 7, 2020

October 30, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Invitation to Bid No. 51100-18B-026
Clean Saturday Collection

I request award of Part I of the above referenced Invitation to Bid to the low bidder Liberty Disposal for a bid amount of \$70,500 and Contract be placed on the next agenda. (Copy of spreadsheet attached.)

The contract will be for one year with the option to renew for two years in one-year periods. At the end of each one-year contract period, a price increase not exceeding 5% will be allowed.

Purchasing Department

ABSTRACT FOR BIDS: 31 BIDS MAILED						BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO.: 51100-18B-026						Enviro Concepts LLC 2046 A Montreal Pkwy Attn: Christopher Watkins (205) 746-3058 Is Company Minority Business Owned X Yes No		Liberty Disposal P. O. Box 250 Hayneville, AL 36040 Attn: Alaron Hubbert (334) 792-1702 Is Company Minority Business Owned X Yes No		Amwaste LLC 8650 Mintie Brwon Road Suite 221 Montgomery, AL 36117 Attn: Cal Franklin Is Company Minority Business Owned X Yes No					
DATE ISSUED: 09/25/2018															
DATE OPENED: 10/16/2018															
REQUESTING DEPARTMENT: Montgomery County Commission															
TERMS OF PAYMENT / DISCOUNT:															
DELIVERY DATE:															
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT		UNIT PRICE	EXTENDED AMOUNT	
Part I- Residential Compactor Collection Trucks															
1	Pike Road	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
2	Hope Huli	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
3	Pintala School	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
4	Ramer Transfer Station	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
5	Pine Level Park	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
6	Mount Meigs	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
7	Flatwood Community Center	MO	12	\$675.00	\$8,100.00		\$675.00	\$8,100.00		\$752.00	\$9,024.00				
	Total cost of seven residential type collection trucks				\$56,700.00						\$63,168.00				
	Land Fill Cost Per Ton			\$46.00	\$552.00		\$46.00	\$552.00		\$41.43	\$497.16				
	Land Fill Cost Per Ton Based on approx. 25 tons per month	25	12	\$1,150.00	\$13,800.00		\$1,035.75	\$12,429.00							
Total Bid Amount for Compactor Trucks					\$	-		\$70,500.00			\$75,597.00				

Notes:

16-2

Consider Authorization of 2019 Commission Meeting Schedule, County Commission

Documents for this item will be provided on Monday

Resolution

WHEREAS, relying on *State of Missouri ex rel. Gaines v. Canada* (1938), *Fisher v. Hurst* (1948), *Sweat v. Painter* (1950), *McLaurin v. Oklahoma State Regents* (1950), *Tureaud v. Board of Supervisors of Louisiana State University* (1954), *Lucy v. Adams* (1955), and *Board of Trustees of University of North Carolina v. Frasier* (1956), the landmark *Browder v. Gayle* (1956) case argued that the Supreme Court of the United States “weakened and destroyed the separate but equal concept” in college education; and

WHEREAS, in *Browder v. Gayle*, the Court ruled “there is no rational basis upon which the separate but equal doctrine can be validly applied to public carrier transportation within the City of Montgomery and its police jurisdiction,” effectively ending the Montgomery Bus Boycott and eradicating segregated seating by race on Montgomery City buses; and

WHEREAS, four years later, imbued by *Browder v. Gayle* and by student sit-in protests taking place across the south, Alabama State College students staged a non-violent protest against the racially-segregated lunch counter at the Montgomery County Courthouse cafeteria in Montgomery, Alabama on February 25, 1960, Alabama’s first “sit-down” protest; and

WHEREAS, on February 27, 1960, Alabama State College students held a prayer meeting and pep rally at the First Street Baptist Church pastored by Reverend Ralph Abernathy; and

WHEREAS, on February 28, 1960 Alabama State College students marched to the steps of the Alabama State Capitol where they sang the National Anthem and said the Lord’s Prayer; and

WHEREAS, on or about March 1, 1960, Alabama Governor John Patterson, Ex-Officio Chairman of the Alabama State Board of Education, ordered Alabama State College President H. C. Trenholm to expel the student ringleaders of the Montgomery County Courthouse demonstration which the Alabama State Board of Educator sanctioned at its special March 2, 1960 meeting; and

WHEREAS, Alabama State College President Trenholm expelled students Bernard Lee of Norfolk, Virginia, St. John Dixon of National City, California, Edward E. Jones of Pittsburgh, Pennsylvania, Leon Rice of Chicago, Illinois, Howard Shipman of New York, New York, Elroy Emory of Ragland, Alabama, James McFadden of Prichard, Alabama, Joseph Peterson of Newcastle, Alabama, and Marzette Watts of Montgomery, Alabama for “CONDUCT PREJUDICIAL TO THE SCHOOL, AND FOR CONDUCT UNBECOMING OF A STUDENT OR FUTURE TEACHER IN SCHOOLS OF ALABAMA, OR FOR INSUBORDINATION AND INSURRECTION, OR FOR INVITING OTHER PUPILS TO LIKE CONDUCT;” and

WHEREAS, President Trenholm placed on probation, “pending good behavior,” the following students and Alabama residents: Henry Allen of Seale, Richard Ball of Fairfield, Willis C. Battle of Phenix City, Cornelius Benson of Birmingham, Samuel Bouie of Anniston, Floyd Coleman of Sawyerville, Henry Crawford of Montgomery, Isham Harris of Troy, Jonathan Hicks of Chatom, Andrew Williams Jones of Birmingham, Eddie Lee McSwain of Eufaula, Theophilus Moody of Camden, Joe Louis Reed of Evergreen, William Renfroe of Roba, Robert Lee Woods of Heiberger, James Earl Davis of Prichard, Thomas C. Ervin of Heflin, Jerry Lee Johnson of Colinsville, Trenholm Hope of Selma, and Lee Foster of Montgomery; and

WHEREAS, the headline, “Student Ouster Sparks Negro College Walkout,” The Montgomery Advertiser on March 2, 1960 reported Rev. Ralph Abernathy, “president of the pro-integration Montgomery Improvement Association” as saying “the expulsion order was one of the greatest blunders in the history of education in Alabama;” and

WHEREAS, on March 4, 1960, students from Alabama State College, Tuskegee Institute, and Talladega College gathered in the evening at Beulah Baptist Church in Montgomery where Dr. Martin Luther King, Jr. addressed them, and Bernard Lee announced a scholarship fund for any student expelled; and

WHEREAS, on March 7, 1960, Dexter Avenue Baptist Church held a prayer service in solidarity for the nine expelled Alabama State College students and where a phalanx of city, county, and state police officers held back a crowd of 5,000 whites who assembled steps away from the church; and

WHEREAS, on March 8, 1960, Alabama State College students marched on South Jackson Street near campus carrying placards that read, “1960 not 1860,” “9 down, 2,000 to go,” “Who’s President of ASC—Patterson or Trenholm,” “Alabama versus The Constitution,” “Democracy died on March 4, 1960,” and where police arrested 35 students of whom 32 were convicted in the Montgomery Recorder’s Court; and

WHEREAS, on March 27, 1960, The Montgomery Advertiser carried an Associate Press story, “State Board Order: Trenholm Plans to Purge ‘Disloyal’ Faculty,” where State Superintendent Frank Steward said he had “learned that at least 11 members of Alabama State faculty haven’t been loyal,” and

WHEREAS, in a 9-1 vote, the State Board of Education, at the behest of Gov. John Patterson, terminated Dr. L. D. Reddick on June 14, 1960, without due process, from his position as Chair of the History Department at Alabama State College for alleged Communist associations; and

WHEREAS, Dr. Reddick wrote Crusader Without Violence: A Biography of Martin Luther King, Jr., the first biography of Dr. King, while at Alabama State College; and

WHEREAS, Dr. Reddick’s termination precipitated hue and cry across the nation with newspaper headlines such as “Academic Freedom Dies in Colleges as Desegregation Fight Rages,” “AAUP Denounces Patterson for Firing Negro Professor,” “Firing ‘Reprisal’ Says Reddick,” “Reddick Fired Because of Book, Sit-Ins;” and

WHEREAS, in September 1960, the Montgomery Improvement Association honored those Alabama State College professors forced to leave the school for alleged perfidy including Associate Professor of English Mary Fair Burks, Assistant Professor of English JoAnn Robinson, Instructor of Music Robert Williams, and Professor of History L. D. Reddick.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does acknowledge the practices of segregation and Jim Crow Laws were wrong and inconsistent with the Constitution of the United States of America.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 5th day of November, 2018.



MTCY 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,


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

19-1

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 *DLM*
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

Tammy Nix

From: oronde mitchell <okmitchell1973@gmail.com>
Sent: Thursday, November 01, 2018 12:02 PM
To: Donald Mims
Subject: Re: "Five Loaves of Bread and Two Fish"

On Tue, Oct 30, 2018, 10:22 PM oronde mitchell <okmitchell1973@gmail.com> wrote:

Dear Mr. Mims

My mother's last Thanksgiving Holiday was spent preparing Thanksgiving Dinner for senior citizens in her neighborhood instead of preparing for her chemotherapy. She was still thinking about the well-being of others while in her final stage of cancer. On that day, she put aside her pain and discomfort for a couple of hours to feed people who she felt would be blessed through her kindness. Last year, my wife and I carried out her tradition by giving away two Thanksgiving Dinners! This year, I would like to extend the tradition by feeding 500 families in the Montgomery area. This generosity reminds me of Luke 9:16 "Five Loaves of Bread and Two Fish." In order to accomplish this mission a \$500 donation is needed. Your donation is greatly appreciated and will be used to impact about 1500 people for the holidays. On the agenda of November 5th.

With Kind Regards
Oronde K.Mitchell

Tammy Nix

From: William C Scott (CENSUS/AT FED) <william.c.scott@2020census.gov>
Sent: Thursday, November 01, 2018 10:06 AM
To: Donald Mims
Subject: 2020 Census information Sheets, Press Release and Job Annoucements
Attachments: 2020 Census At A Glance.pdf; D_467 2020 Generic Flyer.pdf; 2020 CENSUS PRESS RELEASE, FOR IMMEDIATE RELEASE.pdf; D_447 Apply Online People.pdf

Dear Mr. Mims

I have attached some 2020 Census Information that you can share with the Commission before the meeting.

2020 Census Attachments:

1. 2020 Census at a Glance
2. 2020 Census, Press Release
3. 2020 Census Job Announcements

Give me a call at 251-751-6533 or 334-320-5438, if you have any questions. Thank you in advance for your support.

Sincerely,

William C. Scott
Partnership Specialist
Atlanta RCC, Field Division
U.S. Census Bureau
Email: William.c.scott@census.gov
Cell Phone: (251) 751-6533

Connect with us on Social Media
For more information visit: www.census.gov

The 2020 Census at a Glance

Counting everyone once, only once, and in the right place.

The U.S. Census Bureau is the federal government's largest statistical agency. We are dedicated to providing current facts and figures about America's people, places, and economy. Federal law protects the confidentiality of all individual responses the Census Bureau collects.

The U.S. Constitution requires that each decade we take a count—or a census—of America's population.



The census provides vital information for you and your community.

- It determines how many representatives each state gets in Congress and is used to redraw district boundaries. Redistricting counts are sent to the states by March 31, 2021.
- Communities rely on census statistics to plan for a variety of resident needs including new roads, schools, and emergency services.
- Businesses use census data to determine where to open places to shop.

Each year, the federal government distributes hundreds of billions of dollars to states and communities based on Census Bureau data.

In 2020, we will implement new technology to make it easier than ever to respond to the census. For the first time, you will be able to respond online, by phone, as well as by mail. We will use data that the public has already provided to reduce followup visits. And, we are building an accurate address list and automating our field operations—all while keeping your information confidential and safe.



KEY MILESTONES

- | | |
|-------------|---|
| 2018 | <ul style="list-style-type: none">● 2018 End-to-End Census Test● 2020 Census questions sent to Congress by March 31, 2018● Six regional 2020 Census offices and 40 area census offices open |
| 2019 | <ul style="list-style-type: none">● Partnership activities launch● Complete Count Committees establish● Remaining 248 area census offices open |
| 2020 | <ul style="list-style-type: none">● Advertising begins in early 2020● Public response (online, phone, or mail) begins● Census Day— April 1, 2020● In-person visits to households that haven't responded begin● Apportionment counts sent to the President by December 31, 2020 |
| 2021 | <ul style="list-style-type: none">● Redistricting counts sent to the states by March 31, 2021 |

Connect with us
@uscensusbureau

Overview of Census Bureau Programs

CENSUSES

- The **decennial census** is the once-a-decade population and housing count of all 50 states, the District of Columbia, Puerto Rico, and the Island Areas. The results of the census determine the number of seats for each state in the U.S. House of Representatives and are used to draw congressional and state legislative districts. Federal agencies use the results to distribute more than \$675 billion in federal funds each year.
- The **economic census** measures the nation's economy every five years, providing vital statistics for virtually every industry and geographic area in the country.
- The **Census of Governments** provides comprehensive data about the 90,000 state and local governments in the nation every five years.

SURVEYS

- The **American Community Survey (ACS)** is an ongoing national survey—sampling approximately 3.5 million addresses annually—that provides vital information about our nation's housing and people. The ACS is the only source of comparable, quality information about the people in all our communities. These data show what the U.S. population looks like and how it is changing. ACS data are used to assess the past and present and to plan for the future.
- **Demographic surveys** measure income, poverty, education, health insurance coverage, housing quality, crime victimization, computer usage, and many other subjects.
- **Economic surveys** are conducted monthly, quarterly, and yearly. They cover selected sectors of the nation's economy and supplement the economic census with more-frequent information about the dynamic economy. These surveys yield more than 400 annual economic reports, including principal economic indicators.
- **Sponsored surveys** are demographic and economic surveys that we conduct for other government agencies. They include the Current Population Survey, the National Health Interview Survey, and the National Survey of College Graduates.

For more information, go to census.gov.

Follow us [@uscensusbureau](https://twitter.com/uscensusbureau)

Contact us at:



Your information is protected by law

The law requires the Census Bureau to keep your information confidential and use your responses only to produce statistics. We cannot publicly release your responses in any way that could identify you. We will never share your information with immigration enforcement agencies such as ICE, law enforcement agencies such as the FBI or police, or allow it to be used to determine your eligibility for government benefits.

Our Mission

To serve as the nation's leading provider of quality data about its people and economy.

Our Vision

To be the trusted source for timely and relevant statistical information, and the leader in data-driven information.

Census History

Thomas Jefferson directed the first decennial census in 1790. As required by the U.S. Constitution, a census has been taken every 10 years thereafter. In 1840, the Census Act authorized the establishment of a centralized Census Office. In 1902, the Census Office became a permanent organization within the Department of the Interior. A year later, it was renamed the Bureau of the Census and moved to the new Department of Commerce and Labor.

FOR IMMEDIATE RELEASE: MONDAY, SEPTEMBER 24, 2018

Census Bureau Begins Jobs Recruiting Effort for 2020 Census

September 24, 2018

Release Number CB18-TPS.46

SUBSCRIBE EMAIL

SEPT. 24, 2018 — The U.S. Census Bureau is recruiting thousands of workers for temporary jobs available nationwide in advance of the [2020 Census](#).

The [2020 Census Jobs](#) website allows applicants to apply for a range of positions, including recruiting assistants, office operations supervisors, clerks, census field supervisors and census takers. The positions will be located across 248 Area Census Offices nationwide and offer flexible work hours, including daytime, evenings and weekends.

Available jobs:

- *Recruiting assistants* travel throughout geographic areas to visit with community-based organizations, attend promotional events and conduct other recruiting activities.
- *Office operations supervisors* assist in the management of office functions and day-to-day activities in one or more functional areas, including payroll, personnel, recruiting, field operations and support.
- *Clerks* perform various administrative and clerical tasks to support various functional areas, including payroll, personnel, recruiting, field operations and support.
- *Census field supervisors* conduct fieldwork to support and conduct on-the-job training for census takers and/or to follow-up in situations where census takers have confronted issues, such as not gaining entry to restricted areas.
- *Census takers* work in the field. Some field positions require employees to work during the day to see addresses on buildings. Other field positions require interviewing the public, so employees must be available to work when people are usually at home, such as in the evening and on weekends.

Applicants will be placed in an applicant pool for 2020 Census field positions for positions they qualify for and will be contacted as work becomes available in their area. For more information, contact 1-855-JOB-2020. Applicants may also contact the Federal Relay Service at 1-800-877-8339.

For more information, please visit the [2020 Census Jobs](#) page or the Census Bureau's [Facebook](#), [Twitter](#) and [LinkedIn](#) pages.

###

21-4

2020 Census Jobs Available!

- Excellent Pay
- Flexible Hours
- Paid Training
- Temporary Positions



Apply Online Today!

2020census.gov/jobs
1-855-JOB-2020
(1-855-562-2020)

Federal Relay Service: (800) 877-8339 TTY / ASCII
www.gsa.gov/fedrelay

The Federal Relay Service (FedRelay) provides telecommunications services to allow individuals who are deaf, hard of hearing, and/or have speech disabilities to conduct official business with and within the federal government.

The U.S. Census Bureau is an Equal Opportunity Employer.

Form D-467
September 2018

United States™
Census
2020

21-5
United States™
Census
Bureau

Apply Online Today!

2020census.gov/jobs

1-855-JOB-2020

(1-855-562-2020)

Federal Relay Service: (800) 877-8339 TTY / ASCII

www.gsa.gov/fedrelay

The Federal Relay Service (FedRelay) provides telecommunications services to allow individuals who are deaf, hard of hearing, and/or have speech disabilities to conduct official business with and within the federal government.

The U.S. Census Bureau is an Equal Opportunity Employer.



Join the 2020 Census Team!

Dear Montgomery County Commissioners:

Have a Heart 4 Children, Inc. is a 501 c (3) federal id number 80-0728451, organization whose mission is to provide social and educational programs to enhance the welfare of children and youth by providing resources and activities including, but not limited to: annual after school programs, holiday programs, educational programs and field trips, workshops, summer programs, athletic programs, mentoring programs and youth development programs.

For the past 18 years Have a Heart has been the catalyst for the annual Holiday event for children with special needs. This event attracted over 1500 students, teachers and community volunteers. The purpose of this event is to give the children an opportunity to reconnect with past instructors and fellow classmates. From humble beginning at a classroom, to Southeast YMCA, to Alcazar Shriner's Temple and for the past two years Frazier United Methodist Church has hosted this exciting event.

Fundraising on any level is difficult, however, the Montgomery County Commission has graciously supported our efforts each time we have asked and their impact has produced the giving of over 500 gift baskets (toiletries, t-shirts, etc.) to special instructors and classrooms. I am personally asking for your support in the amount of \$5,000 annually for operational and programmatic expenses that will reinforce our efforts and ensure that our special angels will continue to have a venue to share expenses and relive fond memories. I would like to the Montgomery County Commission will be able to make this onetime allocation to help alleviate any last-minute crisis and ensure that this event is successful.

Words cannot say how much this event has impacted, benefited the students and faculty that to see it not funded will certainly be a disappointment. I would like to thank you in advance for your continued support.

Sincerely grateful,

Earnestine Woods,
Founder/Director

"Giving from our HEART because our HEARTS keep on giving"

WATER
WORKS & SANITARY SEWER BOARD
of the City of Montgomery

22 Bibb Street, P.O. Box 1631, Montgomery, Alabama 36102-1631

(334) 206-1600 (334) 240-1616 FAX

October 12, 2018

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Re: Sewer & Storm Drainage Evaluation

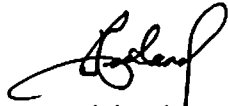
Dear Donnie,

Krebs Engineering produced a report titled "Sanitary Sewer and Storm Drainage Evaluation of Selected Areas in West Montgomery" dated November 2010. Since this report the associated construction costs in the report are now over eight years old. Krebs Engineering has offered to update the estimates of probable costs in the report for a fee of \$7,500.

The Montgomery Water Works and Sanitary Sewer Board is willing to pay \$3,750 of this fee if the Montgomery County Commission would agree to pay the remaining balance of \$3,750.

Please let me know your decision on this matter and if you would like to discuss, please contact me at 334-206-1690.

Sincerely,



Richard E. Hanan
Board Chairman

MTG CO. COMMISSION
OCT 15 '18 08:42

23-1

Rec'd Donnie

Task Order No. 18753
Dated the ____ day of October 2018
Krebs Project No. 18753

This Task Order shall become part of the General Services Agreement between The Montgomery Water Works and Sanitary Sewer Board ("Client") and Krebs Engineering, Inc. ("Krebs") dated September 24, 2014.

SECTION 1 - PROJECT DESCRIPTION

The project consists entirely of updating 12 sanitary sewer construction estimates and five (5) storm sewer construction estimates previously prepared by Krebs for the City of Montgomery in a report titled SANITARY SEWER & STORM DRAINAGE EVALUATION OF SELECTED AREAS IN WEST MONTGOMERY and dated November 2010.

SECTION 2 - SCOPE OF SERVICES

The scope of services to be provided by Krebs shall include the following items:

Section 2.1 - Study/Report Services

1. Preparation of updated estimates of probable costs based on previously prepared estimates of multiple sanitary sewer and storm drainage projects in West Montgomery
2. Preparation of Report including spreadsheets of probable costs for individual projects
3. Presentation of report to Client as requested

Section 2.2 - Deliverables

Krebs will provide the following Deliverables to the Client:

1. Periodic project status reports upon request by the Client
2. Twelve (12) hard copy sets of a report
3. One (1) complete electronic copy of a report in PDF format

SECTION 3 - COMPENSATION

Compensation paid to Krebs for completing the scope of services included in this Task Order will be the as follows:

Section 3.1 – Lump Sum Fee

A lump sum fee of Seven Thousand Five Hundred Dollars (\$7,500) will be paid to Krebs as compensation for:

1. Study/Report Services

SECTION 4 - DESIGNATED REPRESENTATIVES

Section 4.1 - Client Representative

Bill Henderson, P.E.
2000 Interstate Park Drive
Montgomery, Alabama 36109
Office: 334.206.3425
FAX: 334.240.1616
Cell: 334.318.5461
Email: bhenders@mwwssb.com

Section 4.2 - Krebs Representative

Danny Holmberg, P.E.
312 Catoma Street, Suite 100
Montgomery, AL 36104
Office: 334-271-0986
FAX: 334-271-0996
Cell: 334.202.3853
Email: danny.holmberg@KrebsEng.com

SECTION 5 - EXECUTION

This Task Order, including all attachments and addenda, constitutes the entire Task Order between the Client and Krebs, and supersedes all prior written or oral understandings. The Client and Krebs have caused their duly authorized representatives to execute and attest this Task Order effective on the date first written above.

CLIENT

The Water Works and Sanitary Sewer Board of the
City of Montgomery
BY:

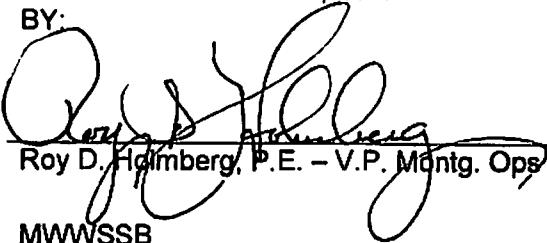
ATTESTED

BY:

Print name and title

KREBS ENGINEERING, INC.

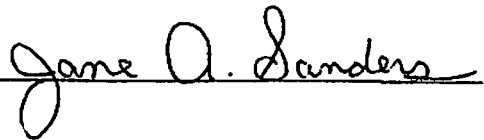
BY:



Roy D. Holmberg, P.E. - V.P. Montg. Ops

ATTESTED

BY:



Jane A. Sanders

MWWSSB

Project No. 18753 Contract

Page 2 of 2

23-3

WATER
WORKS & SANITARY SEWER BOARD
of the City of Montgomery

22 Bibb Street, P.O. Box 1631, Montgomery, Alabama 36102-1631

(334) 206-1600

MTGY CO. COMMIS
OCT 15 '18 AM 9:23

(334) 240-1616 FAX

Thomas R. Morgan
General Manager

William R. Henderson, P.E.
Asst. General Manager

Charlene F. Wachs
Asst. General Manager

October 11, 2018

Mr. Donnie Mims
Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Re: Fire hydrants

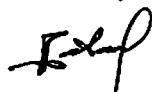
Dear Donnie,

The Montgomery Water Works and Sanitary Sewer Board provides water and maintenance to the fire hydrants in the rural communities in Montgomery County. The volunteer fire departments depend on the fire hydrants to provide quality protection to the communities they serve.

Currently there are 304 hydrants in the county outside the Pike Road town limits. Effective January 1, 2019, the Board will charge the County \$90 per fire hydrant per year for maintaining the fire hydrants and for usage on the fire hydrants for firefighting activities. The County will be billed monthly for the actual number of fire hydrants.

Please contact me at 334-206-1690 if you have any questions.

Sincerely,



Richard E. Hanan
Board Chairman

24-1

Tammy Nix

From: Thomas Gallion <thomas.gallion43@icloud.com>
Sent: Friday, September 28, 2018 4:39 PM
To: Donald Mims
Cc: Tyrone Means
Subject: Legal contract

Donnie - it is time to renew my and Tyrone's County Attorney's contract on October 15. Please put it on the agenda on that date. Thanks

Sent from my iPhone

25.2

State of Alabama)
County of Montgomery)

RESOLUTION

Be it hereby resolved by the Montgomery County Commission on the 1st day of June, 2015 the following:

1. The Montgomery County Commission desires to increase the billing rates for its county attorneys Thomas T. Gallion III (and his law firm) and Tyrone C. Means (and his law firm). Further, the County Commission desires to increase his monthly retainer for each of these attorneys. Said monthly billing rates have been the same for seven (7) years without an increase and the monthly retainer has been the same for more than seven (7) years.

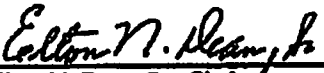
2. Effective June 1, 2015, the billing rate for the principals of the county attorneys and their respective law firms shall be \$200.00 per hour; the hourly rate for associate attorneys shall be \$175.00 per hour and the billing rate for paralegals and law clerks shall be \$85.00 per hour. Further, in consultation with the County Commission and the County Administrator, on a strictly as-needed basis, said county attorneys are permitted to associate outside counsel on a case-by-case or project-by-project basis at an hourly rate not to exceed \$175.00 per hour.

3. The monthly retainer for each of the county attorneys shall be increased by an amount equal to 10 percent of the current monthly retainer beginning on October 1, 2015. Further, on October 1 of each successive fiscal year, said monthly retainer shall increase by the sum of no less than 2.5 percent of the monthly retainer then in place.

4. Said retainer shall cover the following which shall not be subject to hourly billing:

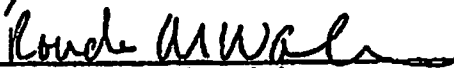
- a. Top priority given to the legal needs of Montgomery County;
- b. Attendance at Montgomery County Commission meetings;
- c. Verbal opinions given by telephone conversations on subject matters that are not covered on a project or case basis;
- d. Any and all delivery of documents to the county and/or third parties that would include mileage or related expenses within Montgomery County;
- e. A report to the Montgomery County Commission Administrator and/or response to the Alabama Department of Examiners of Public Accounts regarding outstanding, pending and settled litigation in connection with Montgomery County will be prepared each 6 months by the respective firms; and
- f. A Quarterly Legal Report of legal services rendered by each firm.

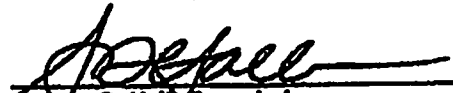



Elton N. Dean, Sr., Chairman


Daniel Harris, Jr., Vice Chairman


Jiles Williams, Jr., Commissioner


Ronda M. Walker, Commissioner


Andrew D. Hall, Commissioner

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
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

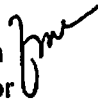
DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

March 7, 2016

MEMORANDUM

TO: Tyrone C. Means
County Attorney

Thomas T. Gallion, III
County Attorney

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Approved Agreement for Legal Services for a Three Year Period

The Montgomery County Commission, at its meeting on this date, approved an Agreement with the County Attorneys for legal services for a three year period.

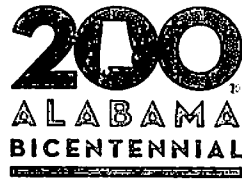
Enclosed is a fully-executed original for your file.

/tn

Enclosure

25-5

Alabama Bicentennial Commission



October 9, 2018

Elton Dean, Sr.
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean,

Thank you for your letter addressing the grant money awarded to the Montessori School at Hampstead. With your letter of endorsement, we will continue processing the grant that will now be given to Booker T. Washington Magnet High School. We know that Dr. Starks and the students of BTW will do a wonderful job producing the "Alabama Bicentennial Showcase" and we look forward to hearing more about it.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay Lamar", with a stylized flourish at the end.

Jay Lamar
Alabama Bicentennial Commission
Executive Director

MTGY CO. COMMISSION
OCT 11 '18 AM 8:44

26-1



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050

Bureau of Materials and Tests

3700 Fairground Road, Montgomery, Alabama 36110

Phone (334) 206-2200 FAX (334) 264-6263



Kay Ivey
Governor

John Cooper
Transportation Director

Date: October 4, 2018
Address To: Donald Mims, Montgomery County
Reference: Alabama Department of Transportation
Coliseum Boulevard Plume Institutional Control Program

The shallow groundwater (the water 10-50 feet or more below land surface) in an area in north Montgomery, Alabama (see attached map) contains concentrations of trichloroethylene ("TCE"). The area is commonly referred to as the Coliseum Boulevard Plume ("CBP").

TCE is a common solvent often used in testing laboratories. Investigations of the CBP showed that waste TCE from an asphalt test facility of the Alabama Department of Transportation ("ALDOT") leaked into the groundwater after it was discarded in the sewer system and/or the ground near the facility in accordance with manufacturer's recommendations. To prevent exposure to the groundwater, ALDOT obtained from CBP property owners environmental covenants ("Covenants") that contain a permanent deed restriction that prohibits access and use of the groundwater (for example, drilling a well or installing a swimming pool) without approval of ALDOT. The Covenants are recorded at the office of the Montgomery County Judge of Probate. Pursuant to the Alabama Uniform Environmental Covenant Act (Alabama Code §35-19-1, *et seq.*), the Alabama Department of Environmental Management ("ADEM"), is also authorized to enforce the deed restrictions on groundwater access and use. (See ADEM Admin. Code 335-5-1, *et seq.*).

If you have a project that will require you to drill or excavate in the CBP area at depths that may result in contact with groundwater, please contact ALDOT prior to the start of the project. We will promptly respond to discuss your project. If you confirm that your project may result in contact with the groundwater, we can provide information that may help you protect your workers and others from TCE exposure and prevent TCE contamination from entering the deeper aquifers. Also, we will send you periodic updates about the CBP as part of our on-going effort to involve and inform the community.

For more information about the CBP, you may visit our website at www.coliseumboulevardplume.com. If you have any questions or comments about the CBP, call the CBP 24-Hour Information Line (334-353-6635), email us at cbpinfo@dot.state.al.us or contact Adam Anderson with ALDOT at 334-206-2278 or Brandi Little with ADEM at (334) 274-4226.

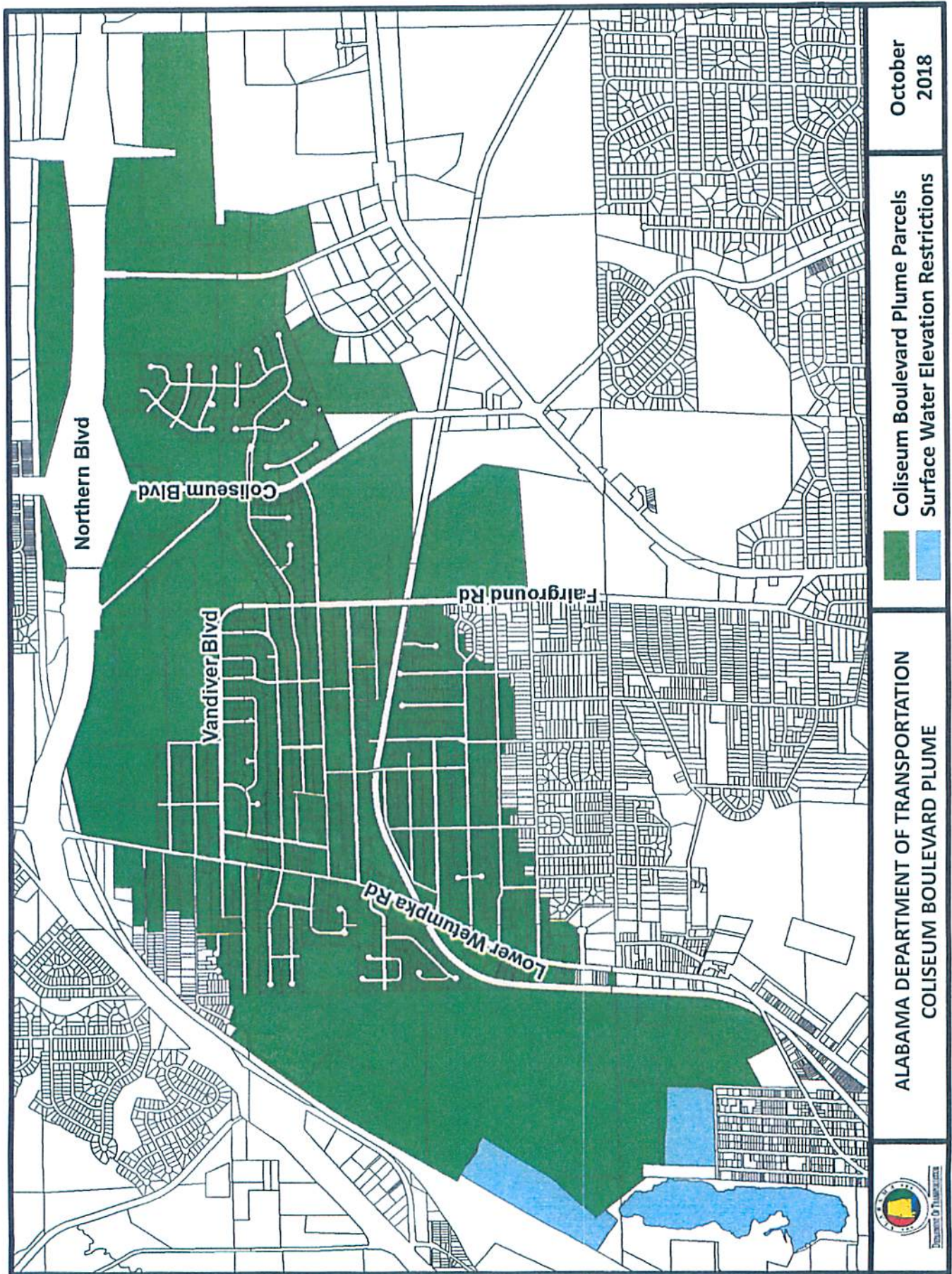
Sincerely,

Scott W. George, P.E.
Materials and Tests Engineer

Cc: Brandi Little, ADEM

MTGY CO. COMMISSION
OCT 9 '18 AM 9:18

27-1





ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

October 16, 2018

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

MTGY CO. COM
OCT 19 '18 AM

RE: Davis Family Cemetery, Montgomery, Montgomery County, Alabama

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced cemetery has been added to the Alabama Historic Cemetery Register.

The Alabama Historic Cemetery Register is a prestigious listing of historic cemeteries in Alabama. The Alabama Historical Commission considers historic cemeteries particularly worthy of preservation and appreciation, and therefore deserving of this special recognition. Listing on the register is an honorary designation.

For your information, there are now 24 cemeteries in Montgomery County listed on the Alabama Historic Cemetery Register, which features 806 cemeteries statewide.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon
Architectural Survey & Cemetery Program Coordinator
334.230.2644
Hannah.Garmon@ahc.alabama.gov



ALABAMA HISTORICAL COMMISSION

468 South Perry Street
P.O. Box 300900
Montgomery, Alabama 36130-0900
334-242-3184 / Fax: 334-240-3477

Lisa D. Jones
Executive Director
State Historic Preservation Officer

October 25, 2018

Montgomery County Commission
101 S. Lawrence Street
Montgomery, Alabama 36104

E: Bertha P. Williams Library, Montgomery, Montgomery County, Alabama

Dear Commissioners:

The Alabama Historical Commission is pleased to inform you that the above referenced property has been favorably reviewed and is now listed on the Alabama Register of Landmarks and Heritage.

The Alabama Register is a prestigious listing of historic, architectural, and archaeological landmarks. These selected Alabama landmarks are worthy of both recognition and preservation. Listing on the state register is an honorary designation imposing no benefits or restrictions on property owners.

For additional information on the other programs offered by the Alabama Historical Commission, please contact me or visit our website at www.ahc.alabama.gov.

The Alabama Historical Commission appreciates your efforts to preserve Alabama's historic resources. I wish you much success in all endeavors and look forward to working with you on future preservation projects.

Very truly yours,

Hannah Garmon

Hannah Garmon
Coordinator, Alabama Register of Landmarks & Heritage
334.230.2644
Hannah.Garmon@ahc.alabama.gov

MTGY CO. COMMISSION
OCT 31 '18 AM 10:18

29-1

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

November 1, 2018

MEMORANDUM

TO: Montgomery County Commission§

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery Humane Society

At the last Commission meeting, I presented a letter from Vice President Junie Pierce with the Montgomery Humane Society, who requested assistance from the County Commission regarding partial funding of a vehicle for the shelter. The letter stated *"The County has level funded us since 2015. Enclosed is a copy of our 2019 budget which also outlines our actual numbers for 2018 as well. As you can see, we are still on about a break-even basis even though we are not fully staffed at the present time. The cost of the vehicle and cage apparatus is approximately \$51,000. We have an anonymous donor who will match up to \$25,000 on the cost of the vehicle. I have spoken with Mayor Strange and he has committed to 60% of the \$25,000 needed, if in fact the County would commit to the other 40%. In real numbers, this would mean approximately \$15,000 from the City and \$10,000 from the County. As I mentioned above, we do have a donor who would match that amount in order for us to purchase the vehicle."*

During the meeting, there was a request for additional information concerning the laws governing the impounding of animals. Attached are the following documents:

1. Alabama Code § 3-1-5. Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns.
2. Alabama Code § 3-74-7. Maintenance of pound; notice of impoundment; adoption of animals.
3. Resolution Adopted by the Montgomery County Commission on March 8, 2004 regarding implementation of Code § 3-1-5. Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns. and related Memorandum from Sheriff D. T. Marshall

4. Copy of Contract with the Montgomery Humane Society for the year ending September 30, 2019 agreeing to provide Humane Officer services to Montgomery County according to chapter 3, County Code, and Title 3, Code of Alabama, for the period October 1, 2018 through September 30, 2019.
5. Copy of Letter from Vice President Junie Pierce with the Montgomery Humane Society requesting Funding for a Vehicle for the Shelter

Should you have any questions, please contact me at 850-9131.

DLM/tn

Attachments

Section 3-1-5

Permitting dogs to run at large; applicability of provisions of section in counties and certain cities or towns.

(a) Every person owning or having in charge any dog or dogs shall at all times confine such dog or dogs to the limits of his own premises or the premises on which such dog or dogs is or are regularly kept. Nothing in this section shall prevent the owner of any dog or dogs or other person or persons having such dog or dogs in his or their charge from allowing such dog or dogs to accompany such owner or other person or persons elsewhere than on the premises on which such dog or dogs is or are regularly kept. Any person violating this section shall be guilty of a misdemeanor and shall be fined not less than \$2.00 nor more than \$50.00.

(b) This section shall not apply to the running at large of any dog or dogs within the corporate limits of any city or town in this state that requires a license tag to be kept on dogs nor shall this section apply in any county in this state until the same has been adopted by the county commission of such county.

(Acts 1915, No. 185, p. 259; Code 1923, §3221; Code 1940, T. 3, §5.)

erty in the animal, or who
n his care, or acts as its
on or about any premises

nd associations.

inment under the direct
censed veterinarian for a
exposure, or as otherwise

an as defined in Section
ealth and approved by the
ts 1990, No. 90-530, p. 816,

icate; validity; to whom
e.

e immunized for rabies as
at to be immunized by the
ay duly licensed veterinar-
ge and annually thereafter.
rinted certificate furnished
c Health, upon which shall
it; its age, color, sex, breed,
ldress of the owner; the lot
irus, inactivated virus); the
ne injected; and a serially
r as that of the certificate.
the person authorized to
g with the provisions of this
unauthorized to administer
al copy of the certificate
of the dog or cat immunized,
e copy to be retained by the
all be valid for a period of
unized under this chapter.
ee years after date of issu-

rovisions of this chapter for
barter, or exchange animal
intended for human use, to
ts 1990, No. 90-530, p. 816,

ization a sum established by
, the State Veterinarian, and

the president of the Alabama Veterinary Medical Association, and approved
by the State Board of Health prior to the first day of January each year. The
committee shall consider all cost factors in administering the vaccine as the
economy dictates, including but not limited to the current prices of vaccines
and tags. (Acts 1990, No. 90-530, p. 816, § 3.)

§ 3-7A-4. Issuance of tag.

Coincident with the issuance of the certificate of immunization, the rabies
officer, his authorized representative, or any duly licensed veterinarian, who
provided the certificate shall furnish a serially numbered tag bearing the
same number and year as that of the certificate, which tag shall at all times
be attached to a collar or harness worn by the dog or cat for which the
certificate and tag have been issued. (Acts 1990, No. 90-530, p. 816, § 4.)

§ 3-7A-5. Replacement of certificate and tag.

In the event of tag loss when the same has been legally issued, every
replacement thereof shall be upon such terms as may be agreed upon with
the rabies officer or veterinarian by whom the animal has been immunized.
In such instance, a new certificate marked "duplicate" may be issued setting
forth the number of the new tag and the certificate issued and distributed
according to Section 3-7A-2. (Acts 1990, No. 90-530, p. 816, § 5.)

§ 3-7A-6. Penalty for dog or cat without tag or certificate.

The owner of any dog or cat found not wearing the evidence of current
immunization as provided herein or for which no certificate of current
immunization can be produced, and which is apprehended by an officer or
other person charged with the enforcement of this chapter, shall forthwith be
subject to a penalty to be imposed by the rabies officer not to exceed an
amount equal to twice the state approved charge for immunization, in
addition to the fee heretofore prescribed for immunization. When collected,
the said penalty shall accrue to the rabies officer or his agent, except in the
case of a rabies officer employed full-time on salary, in which case the penalty
shall accrue to the employing agency or agencies. (Acts 1990, No. 90-530, p.
816, § 6.)

§ 3-7A-7. Maintenance of pound; notice of impoundment; adoption of animals.

It shall be the duty of each and every county in the state to provide a
suitable county pound and impounding officer for the impoundment of dogs
and cats found running at large in violation of the provisions of this chapter.
Every municipality with a population over 5,000 in which the county pound
is not located shall maintain a suitable pound or contribute their pro rata

share to the staffing and upkeep of the county pound. When dogs and cats are impounded and if the owner thereof is known, such owner shall be given direct notice of the impoundment of said animal or animals belonging to him; or the impounding officer may make said animal or animals available for adoption after a period of not less than seven days. (Acts 1990, No. 90-530, p. 816, § 7.)

§ 3-7A-8. Destruction of impounded dogs and cats; when authorized; redemption by owner; sale of impounded animals.

All dogs and cats which have been impounded for lack of rabies immunization in accordance with the provisions of this chapter, due notice of which shall have been given to the owner as provided in Section 3-7A-7, may be humanely destroyed and disposed of when not redeemed by the owner within seven days. In case the owner of an impounded dog or cat desires to make redemption thereof, he may do so on the following condition: He shall pay for the immunization of the animal and the penalty as prescribed in Section 3-7A-6 if certificate of current immunization cannot be produced, and in addition, pay for the board of the animal for the period for which it was impounded. The amount paid for the board of the dog or cat shall accrue to the credit of the city or county, depending upon the jurisdiction of the pound in which the animal was confined. At his discretion, the said impounding officer may sell any dog or cat not redeemed or claimed or otherwise disposed of, to any purchaser desiring the said animal, which said purchaser must comply with all the provisions of this chapter. (Acts 1990, No. 90-530, p. 816, § 8.)

RESEARCH REFERENCES

Am Jur Pleading and Practice Forms:
1 Am Jur Pl & Pr Forms (Rev), Abatement,
Revival, and Stay, Form 33.

1C Am Jur Pl & Pr Forms (Rev), Animals,
Forms 24, 26.

Am Jur Proof of Facts:

37 Am Jur Proof of Facts 2d, Justifiable De-
struction of Animal.

FEDERAL ASPECTS

Control and Eradication of Diseases. 21 USC
§ 114a.

§ 3-7A-9. Quarantine of dog or cat which bites human being; destruction of animal and examination of head; certain acts of or omissions by owner unlawful; delivery of quarantine instructions to owner; report of results; canine corps and seeing eye dogs.

(a) Whenever the rabies officer or the health officer shall receive information that a human being has been bitten or exposed by a dog or cat required to be immunized against rabies, the health officer or his authorized agent shall cause said dog or cat to be placed in quarantine under the direct supervision of a duly licensed veterinarian for rabies observation as prescribed in Section 3-7A-1. It shall be unlawful for any person having

RESOLUTION

WHEREAS, it has come to the attention of the Montgomery County Commission that there is an ongoing problem of unrestrained dogs becoming a nuisance and a danger in certain areas of Montgomery County; and

WHEREAS, §3-1-5, Code of Alabama 1975 provides for the protection of the public from dogs running at large, and a penalty for the violation of the section; and

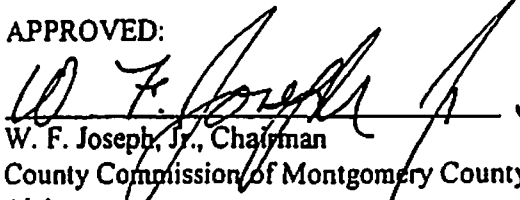
WHEREAS, §3-1-5 reads as follows:

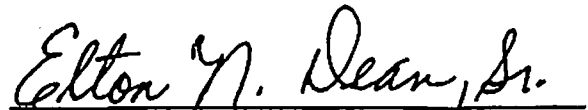
(a) Every person owning or having in charge any dog or dogs shall at all times confine such dog or dogs to the limits of his own premises or the premises on which such dog or dogs is or are regularly kept. Nothing in this section shall prevent the owner of any dog or dogs or other person or persons having such dog or dogs in his or their charge from allowing such dog or dogs to accompany such owner or other person or persons elsewhere than on the premises on which such dog or dogs is or are regularly kept. Any person violating this section shall be guilty of a misdemeanor and shall be fined not less than \$2.00 nor more than \$50.00.

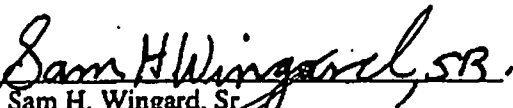
(b) This section shall not apply to the running at large of any dog or dogs within the corporate limits of any city or town in this state that requires a license tag to be kept on dogs nor shall this section apply in any county in this state until the same has been adopted by the county commission of such county.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby adopts the above-referenced §3-1-5, Code of Alabama 1975, in order to promote the health, safety and well-being of county residents who might be endangered by dogs that are not properly confined and/or monitored by their owners.

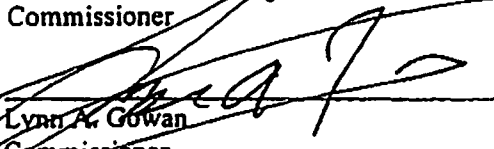
APPROVED:


W. F. Joseph, Jr., Chairman
County Commission of Montgomery County,
Alabama


Elton N. Dean, Sr.
Commissioner


Sam H. Wingard, Sr.
Commissioner


Jles Williams, Jr.
Commissioner


Lynn A. Gowan
Commissioner

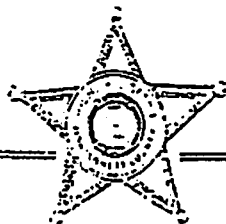
STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of the County Commission of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a Resolution which was duly adopted by the County Commission of Montgomery County at its Regular Adjourned Meeting held the 8th day of March 2004.

Donald L. Mims
Administrator

D. T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX (334) 832-2500

October 29, 2003

Agenda

MAR 8 2004

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *ew*
Montgomery County Sheriff's Office

SUBJECT : Dogs Running Loose in Montgomery County

We have had a serious problem in the County where dogs have been allowed to run freely in populated areas. In the recent past, I have had at least two people bitten by dogs in the Wedgewood Trailer Park. I have found in the State Code 3-1-5 where it is illegal to allow dogs to run freely and provides a fine for the owners who violate this section of the law. This code requires the adoption of this law by the County Commission to allow us to enforce this particular law.

I request that you put this to the County Commission and ask that they consider adopting this law in order for the Sheriff's Office to do something about this problem.

As you can tell, the penalties are not very stiff on this law, and it does not allow the Humane deputies to pick up stray dogs in populated areas. I would like to discuss the possibility of the County Commission supporting local legislation in order to remove a potential hazard from populated areas to protect the citizens of this County.

DTM/tb

2003 OCT 29 P 4:55

MONTGOMERY COUNTY
COMMISSION

30-8

4-1.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and the Montgomery Humane Society, for and in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Montgomery Humane Society the sum of five-hundred-thousand dollars (\$500,000.00).

The Montgomery Humane Society agrees to provide Humane Officer services to Montgomery County according to chapter 3, County Code, and Title 3, Code of Alabama, for the period October 1, 2018, through September 30, 2019.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of Humane Animal Welfare and Health within the County and that these services are essential to the health and safety of residents in Montgomery County.

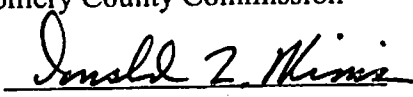
IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the 1st day of October, 2018.

Montgomery Humane Society

By: 

Its: Executive Director
1150 John Overton Drive
Montgomery, AL 36110

Montgomery County Commission

By: 

Its: County Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

Appropriation was approved by the Montgomery County Commission in the 2018-2019 Budget. Attorney Gallion's Opinion Dated 10/22/02.

30-9



5251 Hampstead High Street
Unit 200
Montgomery, AL 36116
(334) 270-6824
www.assuredpartners.com

10/3/2018

Mr. Elton N. Dean, Sr. Chairman
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

RE: Montgomery Humane Society

Dear Chairman Dean:

I would like to request the opportunity to visit with you and the rest of the Commissioners concerning the possible purchase of an additional vehicle for the Shelter. At the present time, we have (5) vehicles equipped with cages. These cages will hold (1) animal each. Under our present operations, when we receive a call of a stray animal, one of these vehicles is dispatched and if the animal is captured, the deputy will return to the Shelter to deposit the animal.

I've enclosed information on a vehicle that would have (8) cages installed on the vehicle. This would allow a deputy to make multiple pick-ups without returning to the Shelter, thus cutting down on our response time both in the City and the County. It would also allow us to retire one of the other trucks (200,000+ mileage) without replacing it. I have attached information on the truck and cages we are hoping to purchase.

The County has level funded us since 2015. Enclosed is a copy of our 2019 budget which also outlines our actual numbers for 2018 as well. As you can see, we are still on about a break-even basis even though we are not fully staffed at the present time.

The cost of the vehicle and cage apparatus is approximately \$51,000. We have an anonymous donor who will match up to \$25,000 on the cost of the vehicle. I have spoken with Mayor Strange and he has committed to 60% of the \$25,000 needed, if in fact the County would commit to the other 40%. In real numbers, this would mean approximately \$15,000 from the City and \$10,000 from the County. As I mentioned above, we do have a donor who would match that amount in order for us to purchase the vehicle.

In order for you and the rest of the Commissioners to realize the magnitude of our responsibilities, I have outlined some statistics below for the 2017-18 year:

• Number of annual calls – (16 per day – 7 days a week)	5,116
• Number of intakes - (21 per day – 7 days per week)	7,646
• Number of annual pick-ups- (17 per day – 7 days a week)	2,292
• Number of adoptions – (7 per day – 6 days a week)	2,260
• Number of euthanasias - (13 animals a day -7 days a week)	4,520
• Number of spay/neuters-(18 per day – 5 days a week)	4,466
(County/City)	

36-11.



5251 Hampstead High Street
Unit 200
Montgomery, AL 36116
(334) 270-6824
www.assuredpartners.com

Because of the Spay/Neuter Clinic's efforts, our intakes have decreased approximately 20% over the last 5 years and our euthanasia rate has been reduced by almost 50%.

In the past, Montgomery County Commission, has always played a major part in our mission of reducing the injured and stray animals throughout the County. I sincerely hope you will give me the opportunity to visit with you and request this one-time funding.

Yours truly,

A handwritten signature in black ink, appearing to read 'Junie J. Pierce, III', is written over the typed name.

Junie J. Pierce, III
Vice-President
Montgomery Humane Society

Encl.

Cc. Donnie Mims, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102

30-12

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>Rebid Date</u>
<u>OCT</u>						
	51100-15B-033	Clean Saturday Trash Pickup	County Commission	Sea Coast Disposal		Oct. 31, 2018
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct. 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct. 16, 2019
<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov. 23, 2018
	57202-15B-026	Drug Testing Equipment	Comm. Corrections	Drug Testing Program Management, Inc.		Nov. 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services		Nov. 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov. 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service	Nov. 30, 2018	Nov. 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov. 20, 2018	Nov. 20, 2019

31-1

UPCOMING BIDS/CONTRACT RENEWALS

	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov. 20, 2018	Nov. 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov. 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov. 30, 2018
<u>DEC</u>						
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd		Dec. 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors		Dec. 20, 2018
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC	Dec. 31, 2018	Dec. 31, 2019

31-2