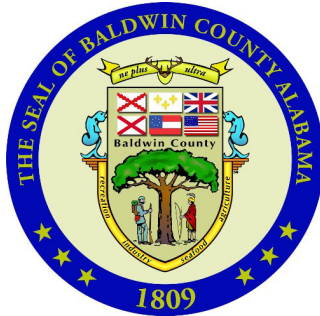


# Baldwin County Commission



## Work Session Meeting Agenda

**Tuesday, July 6, 2021**

**8:30 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

## Regular Meeting Agenda

**Tuesday, July 6, 2021**

**10:00 AM**

Baldwin County Administration Building  
County Commission Chambers  
322 Courthouse Square  
Bay Minette, Alabama 36507

District 1 – Commissioner James E. Ball  
District 2 – Commissioner Joe Davis, III  
District 3 – Commissioner Billie Jo Underwood  
District 4 – Commissioner Charles F. Gruber

Wayne A. Dyess, County Administrator

Public hearings commence at 10:00 AM.

All individuals wishing to speak must fill out a speaking request form. Speakers are asked to limit comments to 3 minutes. Groups are asked to select a spokesperson to speak on behalf of the group with time allotted to the spokesperson being limited to 5 minutes.

Supporting documentation for the agenda can be viewed in the File ID link of each item. Revisions to agenda items or supporting documentation made after the initial publication are denoted by an asterisk.

The public may submit comments or questions to the County Commissioners by email or by telephone at 251.937.0264.

Dist. 1 - jeb.ball@baldwincountyal.com  
Dist. 2 - joe.davis@baldwincountyal.gov  
Dist. 3 - bunderwood@baldwincountyal.gov  
Dist. 4 - cgruber@baldwincountyal.gov

## **WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE**

### **A ADOPTION OF MINUTES**

June 15, 2021, Regular Meeting

### **B ACTION ITEMS**

#### **BA ADMINISTRATION**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BA1</b> | Absentee Election Duties Related to the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama | <a href="#"><u>21-1000</u></a> |
| <b>BA2</b> | East Central Baldwin County Water, Sewer, and Fire Protection Authority - Board Appointment(s)   | <a href="#"><u>21-0996</u></a> |
| <b>BA3</b> | Optimist Club of Perdido Bay 34th Annual Labor Day Mullet Festival 5K and 1-Mile Fun Run   | <a href="#"><u>21-1013</u></a> |
| <b>BA4</b> | Request from Family Promise of Baldwin County, Inc. - Certification Regarding ADECA (ESG-CV) Coronavirus Grant   | <a href="#"><u>21-1003</u></a> |
| <b>BA5</b> | Request to Use Byrnes Lake Landing and the Bicentennial Park Grounds for Overnight Camping and a Movie Screening Event   | <a href="#"><u>21-0993</u></a> |

#### **BC ARCHIVES AND HISTORY**

- |            |  |                                |
|------------|--|--------------------------------|
| <b>BC1</b> | Fort Mims Historic Site - Stump Removal at the Fort Mims Historic Site | <a href="#"><u>21-1004</u></a> |
|------------|--|--------------------------------|
-

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**BD BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**

**BD1** Acquisition of One (1) Baldwin Regional Area Transit System (BRATS) Replacement Vehicle [21-1017](#)

**BE BUDGET/PURCHASING**

**BE1** Competitive Bid #WG21-25A - Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission [21-1026](#)

**BE2** Competitive Bid #WG21-31 - Purchase of Four Hundred (400) Pedestrian Barricade Wall Units for the Baldwin County Commission [21-0990](#)

**BE3** Competitive Bid #WG21-32 - Provision of Bottled Water for the Baldwin County Commission [21-0998](#)

**BE4** Competitive Bid #WG21-37 - Provision of Pressure Washing Services for the Baldwin County Commission [21-0974](#)

**BE5** Competitive Bid #WG21-38 - Provision of Instant Pre-cooked Meals for the Baldwin County Commission [21-0975](#)

**BE6** Competitive Bid #WG21-39 - Provision of Vehicle Detergent for the Baldwin County Commission [21-0976](#)

**BE7** Competitive Bid #WG21-40 - Provision of Industrial Fittings, Hoses, and Accessories for the Baldwin County Commission [21-0984](#)

**BE8** Competitive Bid #WG21-41 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission [21-0986](#)

**BE9** Competitive Bid #WG21-42 - Provision of Annual Traffic Signal Repair for the Baldwin County Commission [21-0999](#)

**BE10** Lease of One (1) Postage Machine for the Baldwin County Foley Satellite Courthouse [21-0978](#)

**BE11** Purchase of Two (2) New 5-Ton HVAC Units for the Baldwin County Annex IV Building (CIS) Located in Bay Minette, Alabama [21-0985](#)

**BE12** Quotes for Installing Two (2) New HVAC Units at the Baldwin County Health Department Building in Bay Minette, Alabama, for the Baldwin County Commission [21-0994](#)

**BE13** Quote for the Purchase and Delivery of Two (2) Pre-cast Concrete Restroom Buildings at the Intracoastal Waterway (ICW) Boat Launch Located in Orange Beach, Alabama, for the Baldwin County Commission [21-1035](#)

- 
- BE14** Quotes for Repairs to the Josephine Park Fishing Pier located in Josephine, Alabama, for the Baldwin County Commission [21-1041](#)
- BE15** Service Agreement for the Restoration and Preservation of Old Baldwin County Probate Deed Books and Documents for the Baldwin County Commission [21-1016](#)
- BE16** Engagement Agreement between Silver, Voit & Thompson, Attorneys at Law, P.C. and the Baldwin County Commission for Legal Services for the Baldwin County Sales & Use Tax Department [21-0982](#)
- BE17** Sales and Use Tax Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc. [21-0997](#)
- BF BUILDING INSPECTION**
- BF1** Building Inspection Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc. [21-1034](#)
- BJ ELECTED OFFICIALS**
- BJ1** Revenue Commission Office - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc. [21-1020](#)
- BL ENVIRONMENTAL MANAGEMENT**
- BL1** Baldwin County Solid Waste Uncollectible Residential Accounts - June 2021 [21-0973](#)
- BL2** Baldwin County Solid Waste Uncollectible Residential Accounts - July 2021 [21-1028](#)
- BM FINANCE AND ACCOUNTING**
- BM1** First Addendum to the Agreement with Community Action Agency of South Alabama and Baldwin Together [21-1033](#)
- BM2** \*Magnolia Landfill Recycling Facility - Request to Amend the Alabama Department of Natural Resources (ADCNR) - Gulf of Mexico Energy Security Act (GOMESA) Grant Submittal and to Allocate American Rescue Plan Act (ARPA) Funds [21-1015](#)
- BM3** \*Motorola Solutions, Inc. - Communications Products Agreement [21-1031](#)
- BM4** Motorola Equipment Lease Purchase Agreement #24671 - Change Order 002 [21-1032](#)
- BM5** \*Tyler Technologies - Amendment to License and Services Agreement [21-1027](#)
- BN HIGHWAY**
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- 
- BN1** \*License Agreement #21006 - Cedar Point - Right-of-Way [21-1030](#)
- BN2** License Agreement #21009 - Ferry Road - Right-of-Way [21-1022](#)
- BN3** Rebuild Alabama - Baldwin County Fiscal Year 2021 County Transportation Plan - County Rebuild Alabama Contractor Report [21-1023](#)
- BN4** \*Rebuilding American Infrastructure with Sustainability and Equality (RAISE) Grant - Resolution #2021-089 and Application Submittal [21-1002](#)
- BN5** Sale of Vehicles on GovDeals.com by the Highway Department [21-1029](#)
- BQ PERSONNEL**
- BQ1** Animal Shelter - Personnel Changes [21-1006](#)
- BQ2** Baldwin Regional Area Transit System (BRATS) Department - Position Changes [21-1007](#)
- BQ3** Building Inspection Department - Employment of Two (2) Building Inspector III Positions [21-1011](#)
- BQ4** Building Inspection Department - Promotion of Employee [21-1038](#)
- BQ5** Finance and Accounting Department - Promotion of Employee [21-1005](#)
- BQ6** Highway Department (Silverhill) - Promotion of Employee [21-1010](#)
- BQ7** Planning and Zoning Department - Position and Personnel Changes [21-1008](#)
- BQ8** Parks Department - Re-classification of Position [21-1037](#)
- BQ9** Revenue Commission - Title Change for Personal Property Support Technician I Position [21-1009](#)
- BQ10** Solid Waste Department (Collections/Maintenance) - Position Changes [21-1012](#)
- BR PLANNING AND ZONING**
- BR1** Baldwin County Planning and Zoning Commission - Board Appointment(s) [21-0995](#)
- BR2** Correction to Agenda Item DR1 - June 15, 2021, Baldwin County Commission Regular Meeting [21-1040](#)

**C PRESENTATIONS**

**D PUBLIC HEARINGS**

**E COMMITTEE REPORTS**

**EA FINANCE/ADMINISTRATION DIVISION**

**EA1** Payment of Bills [21-0989](#)

**EA2** Notification of Interim Payments Approved by Clerk/Treasurer as Allowed  
Under Policy 8.1 [21-0988](#)

**F DISCUSSION ITEMS**

**FA ADMINISTRATION**

**FA1** American Veterans (AmVets) Post 316 - New Post Introduction [21-0966](#)

**FQ PERSONNEL**

**FQ1** Discussion of County Holiday Schedule [21-1014](#)

**FR PLANNING AND ZONING**

**FR1** Amendment to the Baldwin County Subdivision Regulations [21-1025](#)

**G COMMISSIONER REQUESTS**

**H ADDENDA**

**I ADMINISTRATIVE REPORT**

**J COUNTY ATTORNEY'S REPORT**

**K PUBLIC COMMENTS**

**L PRESS QUESTIONS**

**M COMMISSIONER COMMENTS**

**N ADJOURNMENT**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1000, **Version:** 1

**Item #:** BA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Anu Gary, Administrative Services Manager

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### **ITEM TITLE**

Absentee Election Duties Related to the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama

### **STAFF RECOMMENDATION**

Related to the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, take the following actions:

1) Pursuant to Section 17-11-2 of the Code of Alabama (1975), recognize the performance at and designate the place/office where the Absentee Election Manager shall perform such public duties for the applicable absentee election time period recognized by state law as follows:

Place: Baldwin County (Main) Courthouse at the County Seat in Bay Minette

Office: Office of Circuit Clerk of the 28th Judicial Circuit

8:00 a.m. - 4:30 p.m. (Monday - Friday)

2) Approve the request of the Absentee Election Manager, the Honorable Jody Wise, and authorize the execution of a Contract for Services with Evelina Hernandez for her services as Assistant to the Absentee Election Manager at a rate of compensation of \$75.00 per day worked for the applicable absentee election time period recognized by law. The term of the Contract shall commence no earlier than 12:01 a.m. on July 28, 2021, and expire no later than September 28, 2021, unless sooner terminated as set forth in the Contract.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Alabama Code Section 17-11-14 - Compensation of absentee election manager.

The county commission shall determine the amount of compensation to be paid to the absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election,

and the seven-day period following the election, with the total number of days worked not exceeding 46 days. Such compensation shall be at least fifty dollars (\$50.00) per day or the same pay as an inspector as authorized under Section 17-8-12.

**FINANCIAL IMPACT**

**Total cost of recommendation:**

\$6,900.00 +/- \$150 per day worked not to exceed 46 days (Absentee Election Manager Compensation)

\$3,450.00 +/- \$75 per day worked not to exceed 46 days (Assistant)

**Budget line item(s) to be used:** 10051910.54160 Absentee Voting Expense reimbursed by the School Tax District.

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Time-sensitive

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration - correspondence to:

Absentee Election Manager, Jody Wise (notify via email only)

Contract to Assistant (2 Original Contracts):



Ms. Evelina Hernandez  
1411 Hand Avenue  
Bay Minette, Alabama 36507

cc:

Violetta Smith (notify via email only)

Probate Judge Harry D'Olive (notify via email only)

Sheriff Huey Hoss Mack (notify via email only)

**Additional instructions/notes:** N/A

**CONTRACT FOR SERVICES**  
**(Evelina Hernandez)**

THIS CONTRACT FOR SERVICES is made by and between Evelina Hernandez, hereinafter referred to as “CONTRACTOR,” and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, hereinafter referred to as “COUNTY.”

WITNESSETH

**WHEREAS**, The Honorable Jody Wise, is the “Absentee Election Manager” for Baldwin County pursuant to §17-11-1, et seq., of the Code of Alabama 1975; and

**WHEREAS**, The Honorable Jody Wise has requested that the necessary professional services and expertise of one Evelina Hernandez (CONTRACTOR) be obtained, on a temporary part-time basis, for the purposes of aiding and/or assisting the Absentee Election Manager in her required duties relating to the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama; and

**WHEREAS**, it is determined, by the Absentee Election Manager, that the CONTRACTOR possesses certain professional and unique qualifications and experience relating to the absentee election process, generally; and

**WHEREAS**, it is determined further, by the Absentee Election Manager and COUNTY, that the duties of the Absentee Election Manager of Baldwin County are, in fact, too numerous in number and great in magnitude for the Absentee Election Manager to accomplish adequately without the support of professional and experienced assistant; and

**WHEREAS**, Baldwin County is responsible for necessary and proper expenses and costs incurred in the carrying out of certain provisions, as outlined within Title 17 of the Code of Alabama 1975, surrounding elections generally; and

**WHEREAS**, it has been determined that such temporary part-time assistance to the Absentee Election Manager is, in fact, a necessary and proper expense or cost as anticipated by §17-11-16 Code of Alabama 1975; and

**WHEREAS**, the Attorney General of Alabama has rendered numerous opinions emphasizing that the Absentee Election Manager is vested with the authority to engage assistants to aid generally in the fulfillment of the Absentee Election Manager’s duties (See, A.G. Nos. 93-064, 96-177, and 2003-057); and

**WHEREAS**, a general public purpose and a benefit to all citizens of Baldwin County will be served by providing both this requested assistance to the Absentee Election Manager and resulting expenditure of public funds by the COUNTY.

**NOW THEREFORE**, the premises considered, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**I. RECITALS**. The above recitals are hereby incorporated as part of this Contract for Services as if fully set forth.

**II. NOTICES.** Any notice or consent required or permitted to be given under this Contract for Services shall be given to the respective party in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To the COUNTY:                    Baldwin County Administration Building  
   Attn: Chairman of the Baldwin County Commission  
   312 Courthouse Square, Suite 10  
   Bay Minette, Alabama 36507

To the CONTRACTOR:            Evelina Hernandez  
   1411 Hand Avenue  
   Bay Minette, Alabama 36507

or at such other address or to such other person that the Parties may from time to time designate in writing.

**III. SCOPE OF SERVICES.** The CONTRACTOR agrees to provide services, as referenced, only to the extent as authorized by the Absentee Election Manager as follows:

- a. Any and all services, whether clerical or otherwise, as required and/or directed by the Absentee Election Manager, to carry out and fulfill the intent of the election laws of the State of Alabama.
- b. Consult and coordinate on a regular basis with the Absentee Election Manager in providing the services herein.
- c. Provide, to the COUNTY, a synopsis of absentee election results for all elections held during the term of this Contract for Services at the direction of the Absentee Election Manager.

**IV. TERM/PERIOD OF PERFORMANCE.** The CONTRACTOR shall complete adequate performance of the duties and provisions herein for the applicable absentee election time periods recognized by law during the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, with commencement of her services beginning no earlier than July 28, 2021, and terminating no later than September 28, 2021, unless sooner terminated as set forth herein.

**V. TERMINATION.** It is understood and agreed that the COUNTY in its absolute discretion, with or without cause, may terminate this Contract for Services. Termination may be accomplished in writing or verbally. Once notice of termination is given by the COUNTY to the CONTRACTOR, this Contract for Services shall immediately and automatically terminate, and CONTRACTOR shall have no further right, permission or authority to perform the duties herein contemplated. Notice shall be effective upon mailing or other delivery as provided in paragraph II., or verbally if earlier.

**VI. COMPENSATION OF THE CONTRACTOR.** The CONTRACTOR shall be paid for performance under this Contract for Services in accordance with the following terms:

- a. The CONTRACTOR will be paid \$75.00/day worked commencing no earlier than July 28, 2021, and for each day worked thereafter during the applicable absentee election time periods recognized by law during the September 21, 2021, Special School Tax Election in the District 5 (Am. 382) School Tax District in Baldwin County (Robertsdale, Silverhill, Loxley), Alabama, for the services rendered, no matter the number of hours spent in performance of the required duties.
- b. The CONTRACTOR shall provide to the COUNTY, by and through, and as and when directed by, the Absentee Election Manager, detailed documentation of the services rendered.
- c. Actual payments by the COUNTY for services provided herein shall be made, upon submission of the documentation as contemplated within the above section (Compensation of the Contractor).

**VII. INDEPENDENT CONTRACTOR.** The CONTRACTOR shall perform all of her services under this Contract for Services as an independent contractor and not as an employee of the COUNTY. The CONTRACTOR understands and acknowledges that he/she shall not be entitled to any of the benefits as an employee of the COUNTY, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. The CONTRACTOR further understands that such services are limited for a definite period of time and with a definite contract termination date.

**VIII. STANDARD OF PERFORMANCE.** The CONTRACTOR shall perform all duties required by this Contract for Services independently with little to no supervision. The CONTRACTOR represents that she has the skills and expertise necessary to perform the service required under this Contract for Services. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which the CONTRACTOR is engaged. All products of whatsoever nature, which the CONTRACTOR delivers to the COUNTY pursuant to this Contract for Services, if any, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in the CONTRACTOR'S profession. The CONTRACTOR shall correct or revise any errors or omissions at the COUNTY'S request without additional compensation.

**IX. TAXES.** The COUNTY shall not be responsible for paying any taxes on the CONTRACTOR'S behalf, and should the COUNTY be required to do so by state, federal, or local taxing agencies, the CONTRACTOR agrees to promptly reimburse the COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

- X. **CONFLICT OF INTEREST.** The CONTRACTOR covenants that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this Contract for Services.
- XI. **HOLD HARMLESS.** The CONTRACTOR shall defend, indemnify and hold harmless the COUNTY from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all damage or injury, whether personally or to affected third persons, as a result of or incidental to the services rendered under this Contract for Services.
- XII. **ASSIGNMENT.** The CONTRACTOR shall not assign any of her rights nor transfer any of her obligations under this Contract for Services without the prior written consent of the COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect.
- XIII. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof. Such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract for Services shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- XIV. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the COUNTY is intended to be exclusive of any other remedy or remedies, and the COUNTY retains each and every such remedy, now or hereafter existing at law or in equity or otherwise.
- XV. **TIME IS OF THE ESSENCE.** Time is of the essence in this Contract for Services and each covenant and term is a condition herein.
- XVI. **NO WAIVER OF DEFAULT.** No delay or omission of the COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this Contract for Services to the COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the COUNTY.
- XVII. **ENTIRE CONTRACT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract for Services contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract for Services may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Contract for Services and by no other means. Each party waives their future right to claim, contest or assert that this Contract for Services was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

- XVIII. COMPLIANCE WITH THE LAW.** The CONTRACTOR shall, at her sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to the Contract for Services generally.
- XIX. ALABAMA LAW.** This Contract for Services shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles. Any litigation regarding this Contract for Services or its contents shall be filed in the County of Baldwin, if in state court, or if in federal court, in the United States District Court for the Southern District of Alabama, Southern Division.
- XX. EXECUTION OF COUNTERPARTS.** This Contract for Services may be executed in two (2) counterparts, and each of such counterparts shall for all purposes be deemed to be an original if originally signed by all Parties hereto. All such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.
- XXI. DRUG-FREE WORK PLACE.** In accordance with the Drug-Free Work Place Act of 1988, as amended, and as a condition precedent to the execution of this Contract for Services, the CONTRACTOR certifies that he/she is responsible for knowing, and will comply with, the standards of the COUNTY's drug-free work place.

**IN TESTIMONY** of which, both COUNTY, by an appropriate motion adopted, at a legally authorized meeting of its governing body held on the 6<sup>th</sup> day of July, 2021, and CONTRACTOR, also in full agreement and acknowledgement of the terms contained herein, fully execute this Contract for Services as of the last date of execution by COUNTY below.

**COUNTY:  
BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY, ALABAMA**

BY: \_\_\_\_\_  
JOE DAVIS, III /Date  
Chairman

**ATTEST:**

\_\_\_\_\_  
WAYNE DYESS /Date  
County Administrator

**CONTRACTOR:**

\_\_\_\_\_  
EVELINA HERNANDEZ /Date

**\*NOTARY PAGE TO FOLLOW**





STATE OF ALABAMA  
Department of Finance  
Office of the State Comptroller

100 North Union Street, Suite 220  
Montgomery, Alabama 36130-2620  
Telephone (334) 242-7050 Fax (334) 242-7466  
[www.comptroller.alabama.gov](http://www.comptroller.alabama.gov)

Kay Ivey  
Governor


Clinton Carter  
Finance Director

Kathleen D. Baxter, PhD, CGFM, CPM  
State Comptroller

March 26, 2018

MEMORANDUM

TO: ALL County Commissions

FROM: Kathleen D. Baxter  
State Comptroller 

SUBJECT: Compensation for Absentee Election Managers

This letter is to clarify the reimbursements due to the county for the Absentee Election Manager. Pursuant to Code of Alabama, Section 17-11-2, each county shall have an Absentee Election Manager to fulfill the duties assigned by the Code of Alabama. The Absentee Election Manager "shall be entitled to the same compensation for the performance of his or her duties as is provided in Section 17-11-14.

The discussion has been whether Absentee Election Managers are paid for holidays and weekends. This question was raised when reimbursement claims were being received for the election held December 12, 2017. The 45-day period prior to the election crossed Veteran's Day and the Thanksgiving holidays (Thursday, Friday and the weekend), and it was noticed that most of the counties submitted reimbursement claims for all those days over Thanksgiving.

After reviewing several Attorney General Opinions', it appeared that services must be performed to qualify for payment. My staff asked for clarification from our Legal team and it was returned that: *"Absentee Election Managers should only be paid for days actually worked, up to a maximum of 45 days preceding an election and including election day. Holidays and weekends are excluded, unless the individual actually performed work on those days."*

Since this was not understood by many counties, the State is reimbursing the counties for the days paid to Absentee Election Manager's for the December 12, 2017 election; however, on future claims the Absentee Election Manager should not be paid by the County unless work was performed, which includes work performed on holidays and weekends. For future elections, please submit a signed attendance record from the Absentee Election Manager to support the reimbursement for this cost. I have attached a sample document that may be used for this purpose. If you have any questions, please call or email Kim Butterbaugh at 334-242-7073, [kimberly.butterbaugh@comptroller.alabama.gov](mailto:kimberly.butterbaugh@comptroller.alabama.gov), or Pam Harris at 334-242-4225, [pam.harris@comptroller.alabama.gov](mailto:pam.harris@comptroller.alabama.gov).



\_\_\_\_\_(County)Absentee Election Manager  
ATTENDANCE REPORT

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	

MONTH/YEAR \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL	

**Grand Total of Days Worked** \_\_\_\_\_

The above services were rendered in accordance with Section 17-11-14, Code of Alabama 1975, as amended.

I, do hereby certify that the days indicated above were worked in the performance of my duties as Absentee Election Manager for the election held \_\_\_\_\_.

\$125.00 per diem x total # days \_\_\_\_\_ = \_\_\_\_\_  
Reimbursable Amount

Absentee Election Manager

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Date

**COMMISSION POLICY****POLICY #2.10****SUBJECT:** Polling Place Hours / Poll Worker Compensation**DATE ADOPTED**  
February 7, 2012**AGENDA ITEM**  
EA5**OBSOLETE VERSIONS** *(Can be found in the Inactive Policy Book.)***DATE ADOPTED****PAGE (BCC MINUTES)**

December 15, 1992

Book 12, pg. 358

June 10, 1998

Book 20, pg. 313

February 19, 2008

Page 26

September 21, 2010

Page 13

*NOTE: (CHARACTERISTICS OF A GOOD POLICY AND PROCEDURE DOCUMENT) -- A policy is typically a document that outlines specific requirements or rules that must be met. The overall goal is to write policies that are clear, concise and in simple language. If you use an acronym, spell it out the first time you use it.*

**POLICY STATEMENT**

This policy relates to the hours of operation for polling places as well as the provision of equivalent compensation for poll workers in Baldwin County, Alabama, for federal / state / statewide elections and special county elections; further, addressing compensatory issues for county employees, who work as a poll worker or with absentee balloting as part of their job responsibilities, in conformance with the *Baldwin County Commission Employee Handbook*.

**A. THE HOURS OF OPERATION OF POLLING PLACES**

In accordance with Section 17-9-6 of the Code of Alabama 1975, every polling place, in Baldwin County, Alabama, shall be open for voting at 7:00 A.M. and shall close at 7:00 P.M.

**B. COMPENSATION OF POLL WORKERS – GENERAL INFORMATION**

Section 45-2-111 of the Code of Alabama 1975 provides as follows:

Compensation - Poll workers.

In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law.

(Act 80-498, p. 772, §1; Act 92-670, 2nd Sp. Sess., p. 50, §1; Act 2007-265, p. 357, §1.)

**B. (1) COMPENSATION OF POLL WORKERS FOR FEDERAL / STATE / STATEWIDE ELECTIONS FOR WHICH COUNTY EXPENSES ARE REIMBURSED BY THE STATE OF ALABAMA AS DEFINED IN CHAPTER 16, TITLE 17 OF THE CODE OF ALABAMA 1975**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for federal / state / statewide elections for which county expenses are reimbursed by the State of Alabama as defined in Chapter 16, Title 17, of the Code of Alabama 1975, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Twenty-five Dollars (\$125) per day\*  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$110) per day\* (\*\*)  
Precinct Clerks: One Hundred Dollars (\$100) per day\*

\* Section 17-8-12 of the Code of Alabama 1975 requires, for federal / state / statewide elections, Precinct Inspectors to be compensated \$100 per day and Precinct Clerks to be compensated \$75 per day which this policy, at this subsection, is compliant. Further, Section 17-8-12 of the Code of Alabama 1975 provides that poll workers, for federal / state / statewide elections, also receive additional compensation of \$25 upon completion of a local election school or being certified as a qualified poll worker by the Probate Judge which, upon the foregoing being accomplished, provides total compensation for eligible Precinct Inspectors at \$150 per day, Precinct Chief Clerks at \$135 per day and Precinct Clerks at \$125 per day.

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

**B. (2) COMPENSATION OF POLL WORKERS FOR SPECIAL BALDWIN COUNTY OR OTHER ELECTIONS HELD AT ANY TIME OTHER THAN AT THE TIME OF HOLDING FEDERAL / STATE / STATEWIDE ELECTIONS**

Under authority of Section 45-2-111 of the Code of Alabama 1975 (Act No. 92-670, as amended by Act No. 2007-265), and only for special Baldwin County or other elections held at any time other than at the time of holding federal / state / statewide elections, the Baldwin County Commission shall compensate poll workers as follows:

Precinct Inspectors: One Hundred and Fifty Dollars (\$150) per day  
Precinct Chief Clerks: One Hundred and Ten Dollars (\$135) per day (\*\*)  
Precinct Clerks: One Hundred and Twenty-five Dollars (\$125) per day

(\*\*) This policy authorizes no more than ten (10) total Precinct Chief Clerks countywide for each election. A Precinct Chief Clerk shall discharge duties as designated, and as determined necessary, by the Probate Judge of Baldwin County. It is the intent of this policy that a Precinct Chief Clerk only be designated by the Probate Judge to aid a respective Precinct Inspector at a Polling Place with a large number of qualified electors necessitating aid to the respective Precinct Inspector.

### **C. COUNTY EMPLOYEES**

In accordance with the *Baldwin County Commission Employee Handbook*, adopted by the Baldwin County Commission pursuant to Act No. 95-581, 1995 Regular Session of the Legislature of Alabama, as amended by Act No. 2005-159, 2005 Regular Session of the Legislature of Alabama, as amended by Act No. 2010-566, 2010 Regular Session of the Legislature of Alabama, a county employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a county employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

### **FORMS/ATTACHMENTS/EXHIBITS**

- 1) Act No. 92-670
- 2) Act No. 2007-265 (Section 45-2-111 of the Code of Alabama 1975)
- 3) Section 17-8-12 of the Code of Alabama 1975
- 4) *Baldwin County Commission Employee Handbook* (see III. Employee Benefits. D. 2. Voting)

### **RELATED POLICIES**

Baldwin County Commission Employee Handbook (see III. Employee Benefits. D. 2. Voting)

Act No. 92-670

H. 92 – Reprs. Penry, McMillan

AN ACT

Relating to Baldwin County, providing further for the compensation of poll workers payable from the county general fund

*Be It Enacted by the Legislature of Alabama:*

**Section 1.** In Baldwin County each poll worker shall receive compensation in the amount of not more than one hundred dollars (\$100) per day nor less than fifty dollars (\$50) per day payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by law.

**Section 2.** All laws or parts of laws which conflict with this act are repealed.

**Section 3.** This act shall become effective immediately upon its passage and approval by the Governor, or upon its otherwise becoming a law.

Approved October 6, 1992

Time: 4:36 P.M.

**ACT No. 2007- 265**

1 HB633  
2 88668-3  
3 By Representatives McMillan, Davis, Faust, Baker (A) and  
4 Shiver (N & P)  
5 RFD: Baldwin County Legislation  
6 First Read: 10-APR-07



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ENROLLED, An Act,

Relating to Baldwin County; amending Act No. 92-670, 1992 Second Special Session (Acts 1992, p. 50), providing for the compensation of poll workers, to further provide for the compensation.

BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

Section 1. Section 1 of Act No. 92-670, 1992 Second Special Session (Acts 1992, p. 50), is amended to read as follows:

"Section 1. In Baldwin County, each poll worker shall receive compensation payable out of the general fund of the county as set by the county commission from time to time. The compensation shall be in lieu of any and all prior or subsequent compensation provided by local law."

Section 2. This act shall become effective immediately following its passage and approval by the Governor, or its otherwise becoming law.

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*Scott H. Smith*

Speaker of the House of Representatives

*Jim Folsom*

President and Presiding Officer of the Senate

House of Representatives

I hereby certify that the within Act originated in and was passed by the House 12-APR-07.

Greg Pappas  
Clerk

Senate

29-MAY-07

Passed

APPROVED *June 6, 2007*

TIME *11:35 a.m.*

*Bob Riley*  
GOVERNOR

Alabama Secretary Of State

Act Num....: 2007-265

Bill Num...: H-633

Page 2

Recv'd 06/06/07 01:58pmJJB



**HISTORY**

**Derivation of Section:**

This section is former Section 17-6-12, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

**Amendment notes:**

The 2006 amendment, effective January 1, 2007, substituted "inspector" for "returning officer", and substituted "precinct election officials present shall select one of their number to return the ballots to the county returning officer" for "inspectors or those acting as such

must appoint from the qualified electors one to serve during the election".

**Disposition of Former Section:**

Former Section 17-8-11 was amended and renumbered as Section 17-6-34 by Act 2006-570, § 33, effective January 1, 2007.

**LIBRARY REFERENCES**

**American Digest System:**

Elections ⇐251.

**Corpus Juris Secundum:**

C.J.S. Elections § 229.

**§ 17-8-12. Compensation of election officials.**

(a) The inspector and clerks shall each be entitled to base compensation of fifty dollars (\$50). The compensation of the election officials shall be paid as preferred claims, out of moneys in the county treasury not appropriated, on proper proof of service rendered. In all counties in which the compensation of election officials is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the election officials shall not be decreased under this section and the county commission may increase the compensation so prescribed. In those counties in which compensation of election officials is set at an amount in excess of five dollars (\$5) per day, but less than fifty dollars (\$50) per day, the provision of the local law or general law of local application relative thereto is superseded and the compensation prescribed herein shall be the total compensation of election officials in the counties.

(b) In addition to the compensation provided in subsection (a), each clerk shall be entitled to supplemental compensation paid by the state to ensure that the total compensation paid to each shall be in an amount of at least seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day. Upon completion of a local election school or being certified as a qualified poll worker by the probate judge, or both, each clerk and inspector shall be entitled to receive an additional twenty-five dollars (\$25) per day in compensation from the state. The increase provided for in this subsection shall not increase or decrease any salary supplement paid under a local law which is in effect on October 1, 2005. The provisions of this subsection shall only apply to those statewide elections for which county expenses are reimbursed by the state as defined in Chapter 16. The provisions of this subsection shall not apply to special county or other elections held at any time other than at the time of holding statewide elections. (Code 1876, § 290; Code 1886, § 386; Code 1896, § 1643; Code 1907, § 419; Code 1923, § 509; Code 1940, T. 17, § 198; Acts 1943, No. 311, p. 299; Acts 1947, No. 127, p. 38; Acts 1970, Ex. Sess., No. 30, p. 2652; Acts 1981, No. 81-674, p. 1099; Acts 1993, No. 93-639, p. 1095, § 1; Act 2000-671, p. 1338, § 1; Act

151

*Handwritten notes:*  
to become a school, 10/1/05  
state & statewide  
elections. 10/1/05

2006-327, p. 705, § 1; § 17-6-13; amended and renumbered by Act 2006-570, p. 1331, § 41.)

#### COMMENT

No substantive change. Precinct election officials are defined in § 17-1-2.

#### HISTORY

##### Derivation of Section:

This section is former Section 17-6-13, as amended and renumbered by Act 2006-570, § 41, effective January 1, 2007.

##### Amendment notes:

**The 1993 amendment**, effective May 13, 1993, in the first sentence, deleted "and" following "officer," substituted "\$50" for "\$25.00," and deleted "and the returning officer, in addition, to \$.25 a mile in going to the courthouse and returning to the place of holding the election" at the end of the sentence; deleted "otherwise" preceding "appropriated" in the second sentence; in the third sentence, deleted "However" preceding "in all," deleted "hereinabove" preceding "prescribed," substituted "the election" for "such election," and deleted "hereby, but in those" following "decreased"; and in the last sentence, inserted "compensation of," deleted "compensation" following "officials," substituted "less than \$50" for "not as much as \$25.00," deleted "hereby" preceding "superseded," deleted "hereinabove" preceding "prescribed," and substituted "the counties" for "such counties."

**The 2000 amendment**, effective October 1, 2000, designated the existing provisions as subsection (a); and added subsection (b).

**The 2006 amendments.** — The 2006 amendment by Act 2006-327, effective April 11, 2006, in subsection (a) substituted "base compensation of fifty dollars (\$50). The compensation of the election officials" for "\$50. The several claims", substituted "decreased under this section and the county commission may increase the compensation so prescribed. In those" for "increased or decreased. Those", substituted "five dollars (\$5)" for "\$5", substituted "fifty dollars (\$50)" for "\$50", and inserted "herein"; and in subsection (b), in the first sentence deleted "inspector," following "officer", inserted "supplemental", deleted "election official" following "each" and substituted "seventy-five dollars (\$75) per day, and each inspector shall be entitled to supplemental compensation paid by the state in an amount that ensures that the total compensation of an inspector is at least one hundred dollars (\$100) per day" for "seventy dollars (\$70) per day", inserted the second sentence, in the third sentence substituted "2005" for "2000", in the fourth sentence de-

leted "and the on-site balloting days associated therewith" following "title", and in the final sentence substituted "to special" for "to: (1) Special" and deleted "elections; or (2) on-site balloting days associated with such special county or other elections, including municipal" following "statewide".

The 2006 amendment by Act 2006-570, effective January 1, 2007, in subsection (a) substituted "precinct election officials" for "returning officer, the inspectors, and clerks", a change which was not included in the section as harmonized by the Code Commissioner; and in subsection (b) substituted "precinct election official" for "returning officer, inspector, and clerk", which was likewise not included in the harmonized section, and substituted "Chapter 16" for "Chapter 21".

##### Code Commissioner's Notes

This section was affected by Act 2006-327 and Act 2006-570. Act 2006-570 is essentially a recodification of Title 17. Section 90 of Act 2006-570 provides:

"(a) The purpose of this act is to substantially revise the provisions of Title 17 of the Code of Alabama 1975, to modernize the language, to resolve ambiguities that have arisen from multiple enactments over the years, to incorporate judicial decisions and constructions of language, to incorporate administrative rules, and to make other technical changes to Title 17, all without making any substantive change in existing law.

"(b) To further the purpose of this act, any section of any act enacted at the 2006 Regular Session in substantive conflict with any provision of this act shall prevail over this act whether enacted before or after this act.

"(c) When codifying this act and acts of the 2006 Regular Session or any special session occurring before the 2007 Regular Session, the Code Commissioner shall place the provisions of other acts relating to the subject of this act within the structure of Title 17 as altered by this act. Actions taken by the Code Commissioner in complying with this requirement shall include, but not be limited to, placing a section that is amended and renumbered by this act into the code in the substantive form as amended by the other act but assigning it the code section number contained in this act and assigning a section number based on the numbering system contained in this act for any

section amended by another act that is repealed by this act."

Act 2006-570, effective January 1, 2007, revised this title and renumbered Section 17-6-13 as Section 17-8-12. Act 2006-570 generally amended the section to conform with the revised title, including changing references to returning officers, the inspectors, and clerks to precinct election officials; deleted language concerning on-site balloting days; and adjusted internal references. Act 2006-570 did not change language concerning the compensation of election officials.

Act 2006-327, effective April 11, 2006, described the \$50 payment as base compensation; specified that compensation shall not be decreased but may be increased by the county commission; increased supplemental compensation so that total compensation is at least \$75 per day for returning officers and clerks and \$100 per day for an inspector; provided for an additional \$25 per day payment upon completion of a local election school or certification as a qualified poll worker; and changed local law application date range from 2000 to 2005.

In compliance with Section 90 of Act 2006-570 and the general authority granted the Code Commissioner in Section 29-7-8(a)(11), the Code Commissioner gave effect to both acts as set forth above. Further, in 2006, pursuant to the authority granted in 29-7-8(a)(11), the Code Commissioner deleted references to "returning officer". Such edito-

rial action was taken in order to conform this section with Section 17-8-1, which deletes references to the returning officer and provides that the inspector shall serve as returning officer for the voting place. These editorial changes result in compensation as specified in Act 2006-327 being provided in this section only to inspectors and clerks.

**Disposition of Former Section:**

Former Section 17-8-12 was repealed by Act 2006-570, § 89, effective January 1, 2007.

**LIBRARY REFERENCES**

**American Digest System:**

Elections ¶53.

**Corpus Juris Secundum:**

C.J.S. Elections § 63.

**CASENOTES**

**Priority of claims 1**

**1. Priority of claims**

The fact that election expense is an involuntary expense of county makes such expense a preferred claim against the county, taking precedence over general and voluntary obligations. *Abrasley v. Jefferson County*, 241 Ala. 660, 4 So.2d 153 (Ala.1941). Counties ¶ 207(1)

Cited in *State ex rel. Austin v. Black*, 224 Ala.200, 139 So. 431 (1932).

**§ 17-8-13. Certain election officials excused from employment to perform election duties.**

(a) All laws to the contrary notwithstanding, any precinct election official appointed pursuant to Section 17-8-1 shall be excused from his or her employment without penalty of loss of time for election day only in order to perform the duties of the position to which he or she has been appointed. Proper documentation of the appointment and the dates of the required service shall be furnished to the employer by the appointee at least seven days before the expected absence from his or her employment.

(b) This section shall not apply to any employee working for an employer with 25 or fewer employees or require an employer to compensate an employee while performing the duties as prescribed in subsection (a). (Act 2001-1130, 4th Sp. Sess., p. 1210, §§ 1, 2; Act 2002-412, p. 1038, §§ 1, 2; § 17-6-17; amended and renumbered by Act 2006-570, p. 1331, § 41.)

**COMMENT**

No substantive change. Precinct election official defined in § 17-1-2.

given, if February - May, two (2) personal leave days will be given, or June - September, one (1) personal leave day will be given.

These days can be taken for any personal reason. Personal leave days should be scheduled in full eight (8) hour segments as much in advance as possible. Partial days may not be used. These personal leave days must be taken between the first and last full pay period in the fiscal year. No employee will be permitted to carryover personal leave days to the following fiscal year.

Employees leaving employment with Baldwin County will be paid for any personal leave not taken. Employees may not borrow personal leave. Any full-time or probationary employee who is absent and who does not have any sick or annual leave available may take his or her personal leave days or leave without pay.

#### **D. OTHER LEAVE WITH PAY**

Employees may be authorized leave with pay for absences which are not counted as annual leave, sick leave or personal leave for any of the following reasons:

##### **1. Jury Duty**

Leave will be granted an employee for jury duty. The employee must submit a work permit furnished by the court with time card. All fees paid by the court shall be retained by the employee. Jury duty will be considered as any other time worked.

##### **2. Voting**

An employee who works as a poll worker or with absentee balloting as part of his or her job responsibilities as a County employee shall be paid for working the hours he or she is required to spend at the polls and shall be allowed to receive any additional fees allowed by law.

Employees will be encouraged to exercise his/her right to vote.

##### **3. Court Attendance**

Attendance in court by law enforcement officers or other employees in an official capacity during their regularly scheduled work days shall not be considered as a civil/legal leave. Except where it would be contrary to law, the employee may retain any fees received in addition to his or her pay.

# Ala. Code § 17-11-14

## Section 17-11-14 - Compensation of absentee election manager

The county commission shall determine the amount of compensation to be paid to the absentee election manager or other absentee election manager for the performance of his or her duties with respect to absentee ballots for which his or her services are required during the 55-day period prior to the election, the day of the election, and the seven-day period following the election during which ballots under the Uniformed and Overseas Citizens Absentee Voting Act may be returned, but such compensation shall be at least fifty dollars (\$50) per day or the same pay as an inspector as authorized under Section 17-8-12, and the total number of days worked may not exceed 46 days. In all counties in which the compensation of absentee election managers is prescribed by local law or general law of local application at an amount in excess of the amount prescribed, the compensation of the absentee election manager shall not be increased or decreased. The amount shall be the total compensation allowed the absentee election manager for duties relating to absentee ballots in all elections held on the same day and shall be paid from the county treasury. Any reimbursement shall be as provided in Chapter 16.

*Ala. Code § 17-11-14 (1975)*

Amended by Act 2019-415, § 1, eff. 9/1/2019.

Acts 1975, No. 1147, p. 2251, §12; Acts 1978, No. 616, p. 873, §8; Acts 1986, No. 86-428, p. 791, §5; Acts 1988, No. 88-88, p. 114, §2; Act 2000-722, p. 1547, §1; §17-10-14; amended and renumbered by Act 2006-570, p. 1331, §52; Act 2010-687, p. 1660, § 2.

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# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0996, **Version:** 1

**Item #:** BA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Carjetta Crook, Administrative Support Specialist IV

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### **ITEM TITLE**

East Central Baldwin County Water, Sewer, and Fire Protection Authority - Board Appointment(s)

### **STAFF RECOMMENDATION**

As relates to the East Central Baldwin County Water, Sewer, and Fire Protection Authority, take the following actions:

- 1) Accept the resignation of Ms. Cheryl Russell (place seat #2), effective June 30, 2021, and thank Ms. Russell for her prior civic service as a member of the Board; and
- 2) Appoint Ms. Rebecca Mills as a regular member of the Board (place seat #2), for a pro-rata reduced six (6) year term, to fill the place seat and unexpired term formerly held by Ms. Cheryl Russell, said term to commence on July 6, 2021, and expire on March 1, 2027.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** March 2, 2021 - Last appointment to the Board

**Background:** Due to the recent resignation of Ms. Cheryl Russell, the East Central Baldwin County Water, Sewer, and Fire Protection Authority (ECBCWSPA) currently has one (1) vacancy. The Board therefore respectfully requests the appointment of Ms. Rebecca Mills as a regular member to fill the place seat and unexpired term formerly held by Ms. Russell, said term to commence on July 6, 2021, and expire March 1, 2027.

On its initial inception, the Authority was composed as a three (3) member Board of Directors and, today, by actions taken by the Authority in the late 1990's and in 2004, is composed of a five (5) member Board of Directors appointed by the Commission to serve, respectively, terms of six (6) years each.

Please note that there remain "required qualifications" set forth in §11-88-6 Code of Alabama 1975 for citizens to be appointed to the Authority. The "required qualifications" are for nominees to:

1. Be a duly qualified elector (i.e. registered voter) in Baldwin County; and
2. Be a resident of that part of the service area of the Authority; and
3. Be an owner of real property in that part of the service area of the Authority; and
4. Cannot be an officer of the state, county or municipality during tenure of office.

Staff has verified that the nominee meets the above requirements. Furthermore, on this Authority, all regular appointments, and appointments to vacancies, are made by the Baldwin County Commission.

Lastly, there is a provision in §11-88-6 Code of Alabama 1975 which requires appointments to be made no earlier than thirty (30) days prior to the date such appointment is to be effective [i.e. the Baldwin County Commission can't make appointments thirty-one (31) days or more in advance to an expiring Board Member's term]. These appointments are compliant to said law.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration staff to update the current board list and prepare correspondence to:

Ms. Rebecca Mills  
32215 Bermuda Lane  
Seminole, Alabama 36574

Send thank you letter to:

Ms. Cheryl Russell  
27191 County Road 71  
Robertsdale, Alabama 36567

cc:

Carl Davis, Chairman  
East Central Baldwin County Water, Sewer, and Fire Protection Authority  
22844 County Road 87  
Robertsdale, Alabama 36567

**Additional instructions/notes:** N/A



May 19, 2021

FROM:

Cheryl Russell  
27191 County Road 71  
Robertsdale, AL 36567

TO:

Carl Davis  
Chairman of Board  
22844 County Road 87  
Robertsdale, AL 36567

Dear Chairman Davis:

I am writing to inform you that my husband and I have decided to sell our home and move to Foley. Due to us moving out of the water authority's service area, I will no longer be able to serve as a director of the East Central Baldwin Water Authority's Board. Please accept my resignation effective June 30, 2021.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Russell". The signature is written in dark ink and extends to the right with a long horizontal flourish.

CHERYL RUSSELL

RESOLUTION  
Of Board of Directors  
EAST CENTRAL BALDWIN COUNTY WATER  
SEWER AND FIRE PROTECTION AUTHORITY

A meeting of the Board of Directors of the East Central Baldwin County Water, Sewer, and Fire Protection Authority was held at 11:00 a.m. on the 9th day of June 2021 at Ivey's Restaurant at 18427 Pennsylvania St, Robertsedale, AL 36567. Attending the meeting were the Authority's five directors, Carl Davis, Gaye Meijer, Rick Hale, Jaime Hardy, Cheryl Russell, and its general manager, Ryan Frolik. Chairman Davis called the meeting to order, and Gaye Meijer served as secretary.

Chairman Davis referred the Board to Item #5 on the Board's agenda about Cheryl Russell's resignation from the Authority's Board effective the 30th day of June 2021. Cheryl then explained to the Board that she and her husband had decided to sell their home in the Rosinton community and move to Foley.

The Board then discussed several individuals that would qualify and be willing to serve as a director in place-seat (Slot #2). After which Chairman Davis asked for motions, and Jamie Hardy moved as follows:

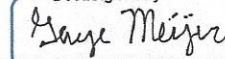
RESOLVED, that Cheryl Russell's resignation as a director on this Water Authority's Board be accepted, effective the 30th day of June 2021; and

FURTHER RESOLVED, that as a replacement for Cheryl Russell, the name Rebecca Mills be submitted to the Baldwin County Commission for consideration to fill the unexpired term of Cheryl Russell on the Board of Directors for the East Central Baldwin County Water, Sewer, and Fire Protection Authority; and

Rick Hale seconded Mr. Hardy's motion, and it passed by unanimous consent.

There being no further business to bring before this meeting, the same was duly adjourned.

DocuSigned by:



37F182BB735D421  
Gaye Meijer, Secretary

Date: June 14, 2021

**EAST CENTRAL BALDWIN COUNTY  
WATER, SEWER, AND FIRE PROTECTION AUTHORITY**

**22844 County Road 87  
Robertsdale, AL 36567**

Phone 251-942-1242

E-mail [office@eastcentralbaldwinwater.com](mailto:office@eastcentralbaldwinwater.com)

Fax 251-942-1459

June 14, 2021

Baldwin County Commission  
Commissioner Billie Jo Underwood  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36537

Dear Commissioner Underwood:

Last week the Board of Directors met for their June monthly board meeting. One of the items on the agenda was the resignation of Cheryl Russell from her position as a Director of the Water Authority's Board effective June 30, 2021. At this time, she explained that she and her husband were moving to Foley and, therefore, she would be incapable of continuing her role as a director. The Board then discussed several individuals that were willing and eligible to fill the position.

Ultimately the Board unanimously decided to recommend that the Baldwin County commission appoint Rebecca Mills to fill place-seat (Slot #2), formerly held by Cheryl Russell for a pro-rata reduced six (6) year term, commencing on March 1, 2021, and expires on March 1, 2027. Rebecca and her husband have lived in Baldwin County for the past 27 years. While working in the banking industry, she has been and continues to be involved in many compassionate efforts across the County. The Board felt that her background and involvement in the community would make Rebecca a valuable director.

The board members have asked me to express their appreciation for the continued support of the Commission. If this recommendation meets your approval, we ask that you add this matter to your July 6, 2021 agenda. If you have any questions, please feel free to contact our office.

Very truly yours,



CARL DAVIS  
Board Chairman

Rebecca Mills  
32215 Bermuda Lane  
Seminole, AL 36574

My husband, Russell Mills, and I have been a resident of Baldwin County Alabama for the past 27 years. We have one daughter, Megan Bloodsworth, and two grandchildren, Brayden and Wyatt. I am currently employed with Bryant Bank and have been employed there for three years. I have 26 years in the banking industry.

I am currently a member of the Robertsdale Rotary Club and serving as an officer of the club. I also serve as secretary of the Foundation Board for the Robertsdale Rotary Club

I serve on the board for The Miracle League of Coastal Alabama.

I have been an Executive Board Member for the Central Baldwin Chamber. I served on several committees for the Central Baldwin Chamber while on the board.

I am very involved with community events through the bank, Robertsdale Rotary Club, The Miracle League of Coastal Alabama and Central Baldwin Chamber. I enjoy helping others and staying informed about what is going on in Baldwin County.

# EAST CENTRAL BALDWIN COUNTY WATER, SEWER AND FIRE PROTECTION AUTHORITY

**22844 County Road 87  
Robertsdale, Alabama 36567**

General Board Information:

Appointed by Baldwin County Commission

Five (5) members, term of each member is six (6) years

Appointments must be made not earlier than thirty (30) days prior to expiration of applicable term

All members must be qualified electors of Baldwin County and not an officer of the state, county or municipality during term and a resident of and owner of real property in the service area of the Authority in Baldwin County

Compensation of Board Members: Board Members receive no compensation

Originally established in 1987 as "Rosinton Water & Fire Protection Authority" and, in 1994, changed name to "East Central Baldwin County Water and Fire Protection Authority" and, in 2008, changed name to "East Central Baldwin County Water, Sewer and Fire Protection Authority"

Statutory Authority - §11-88-1, et seq., *Code of Alabama 1975*

Further Reference - Miscellaneous Book 59, p. 1237-1245, Office of Judge of Probate of Baldwin County, Alabama  
& Miscellaneous Book 78, p. 1184-1188, Office of Judge of Probate of Baldwin County, Alabama

& Instrument Number 444755, Office of Judge of Probate of Baldwin County, Alabama

& Instrument Number 650808 / Instrument Number 650809, Office of Judge of Probate of Baldwin County, Alabama

& Instrument Number 827558 / Instrument Number 827559 / Instrument Number 827560 / Instrument Number 827561 / Instrument  
Number 827562 / Instrument Number 1143281 / Instrument Number 1143282 / Instrument Number 1143283 / Instrument Number  
1143284, Office of Judge of Probate of Baldwin County, Alabama

Further Reference – See Resolutions of the Baldwin County Commission as adopted on March 19, 1987; April 19, 1994; July 7, 1998;  
February 19, 2002; June 15, 2004; and September 16, 2008

PLACE	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
#1	James (Jamie) Hanson Hardy, Jr. 19359 Steadham Lane Robertsdale, AL 36567	Re-appointed 04/16/2019 to Place Seat #1 for pro-rata reduced term continuing from 03/01/2019	6 years	03/01/2025
#2	Cheryl Russell 27191 County Road 71 Robertsdale, AL 36567	Re-appointed 03/02/2021 term continuing from 03/01/2021	6 years	03/01/2027
#3	Carl Davis 25281 Coopers Cemetery Road Robertsdale, AL 36567	Re-appointed 03/21/2017, term continuing from 03/01/2017	6 years	03/01/2023
#4	Gaye Appelman 27275 Glass Road Robertsdale, AL 36567	Appointed 03/21/2017 to the place seat formerly held by Alton Hankins III for a pro-rata reduced term  03/21/2017 Accepted the resignation of Alton Hankins III (02/2017) and thanked him for his prior civic service	6 years	03/01/2023
#5	Frank (Rick) Hale 26259 County Road 71 Robertsdale, AL 36567	Appointed 11/05/2019 to the place-seat formerly held by Wayne Kelpen for pro-rata reduced term  11/05/2019 Accepted the resignation of Wayne Kelpen (07/19/2019) and thanked him for his prior civic service	6 years	03/01/2025

\*THESE APPOINTMENTS ARE TO END AT 12:00 NOON

\*\*INITIAL TERM IS STAGGERED. WHEN RE-ELECTED OR SOMEONE ELSE ELECTED, TERM SHALL BE 6 YEARS. THE APPOINTMENT OF THESE 2 ADDITIONAL BOARD MEMBERS IS A RESULT OF THE BCC AGREEING ON 7/1/97 TO INCREASE THE BOARD OF DIRECTORS FROM 3 TO 5.

**REVISED: 03/02/2021 kmr**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1013, **Version:** 1

**Item #:** BA3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Jeannie M. Peerson, Administrative Support Specialist

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### **ITEM TITLE**

Optimist Club of Perdido Bay 34th Annual Labor Day Mullet Festival 5K and 1-Mile Fun Run

### **STAFF RECOMMENDATION**

Approve the requested route for the Optimist Club of Perdido Bay's 34th Annual Labor Day Mullet Festival 5K Race and 1-Mile Fun Run on September 6, 2021, beginning at 7:25 a.m. and ending at 9:45 a.m. Said request will close a section of Perdido Street from the intersection Widell Street to the intersection of County Road 99 from 7:30 a.m. to 9:30 a.m.

The Baldwin County Sheriff's Office will provide deputies to assist with the event and road closure.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 2, 2019

**Background:** There are four roads involved in the run, three of which have minimal traffic that does not interfere with the run. However, due to the extension of Perdido Street to County Road 99, there is much heavier traffic from the intersection with County Road 99 to the intersection with Windell Avenue. Mr. Daniel Randall, President of the Optimist Club of Perdido Bay is requesting this road be closed to ensure the safety of participants.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** Yes

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration staff to send correspondence to:

Mr. Daniel W. Randall, President  
Optimist Club of Perdido Bay  
Post Office Box 87  
Lillian, Alabama 36549

cc: Jeannie M. Peerson  
Chief Deputy Anthony Lowery  
Sheriff Huey Hoss Mack  
Captain Tony Nolfé  
Lieutenant Nathan Lusk  
Nancy Hall  
Joey Nunnally  
Orie King  
Frank Lundy  
Lisa Sangster

**Additional instructions/notes:** N/A

**OPTIMIST CLUB OF PERDIDO BAY  
POST OFFICE BOX 87  
LILLIAN, ALABAMA 36549**

June 21, 2021

Baldwin County Commission  
312 Court House Square  
Bay Minette, Alabama 36507

RE: Request for Road Closure

Dear Commissioners,

On September 6, 2021, the Optimist Club of Perdido Bay will conduct our 34th Annual Labor Day Mullet Festival, which is our main fund raiser of the year. Included in this event are a 5K race and a 1-mile Fun Run, which take place between 7:25 am and 9:45 am that morning. There are four roads involved in the runs, and three of which have minimal traffic, and not interfere significantly the runs. However, due to the extension of Perdido Street to County Road 99, there is heavy traffic from its intersection with County Road 99 to the intersection with Windell Avenue. It is requested that authorization be granted to have the above mention section of Perdido Street closed from 7:30 am to 9:30 am on the morning of September 6, 2021.

The Optimist Club of Perdido Bay point of contact is Dodd Bouchillon at 256-280-6346.

Thank you for your assistance in this matter.

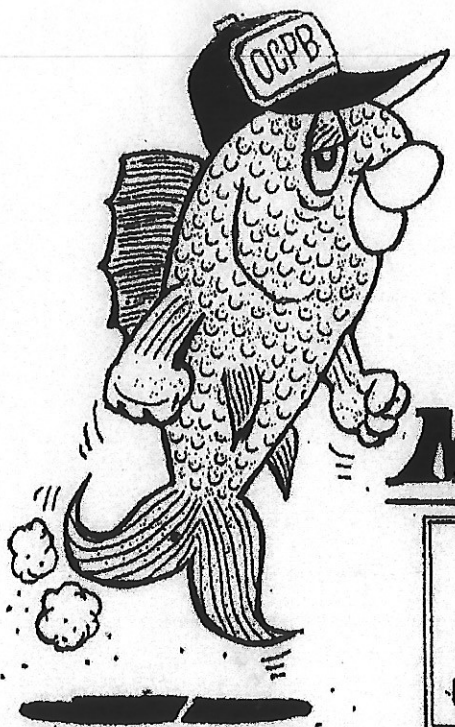
Yours truly,

*Daniel W. Randall*


Daniel W. Randall  
President, Optimist Club of Perdido Bay  
251-234-1122

Encls: Run for the Mullet Route, Certificate of Insurance  
CC: Baldwin County Sheriff's Office





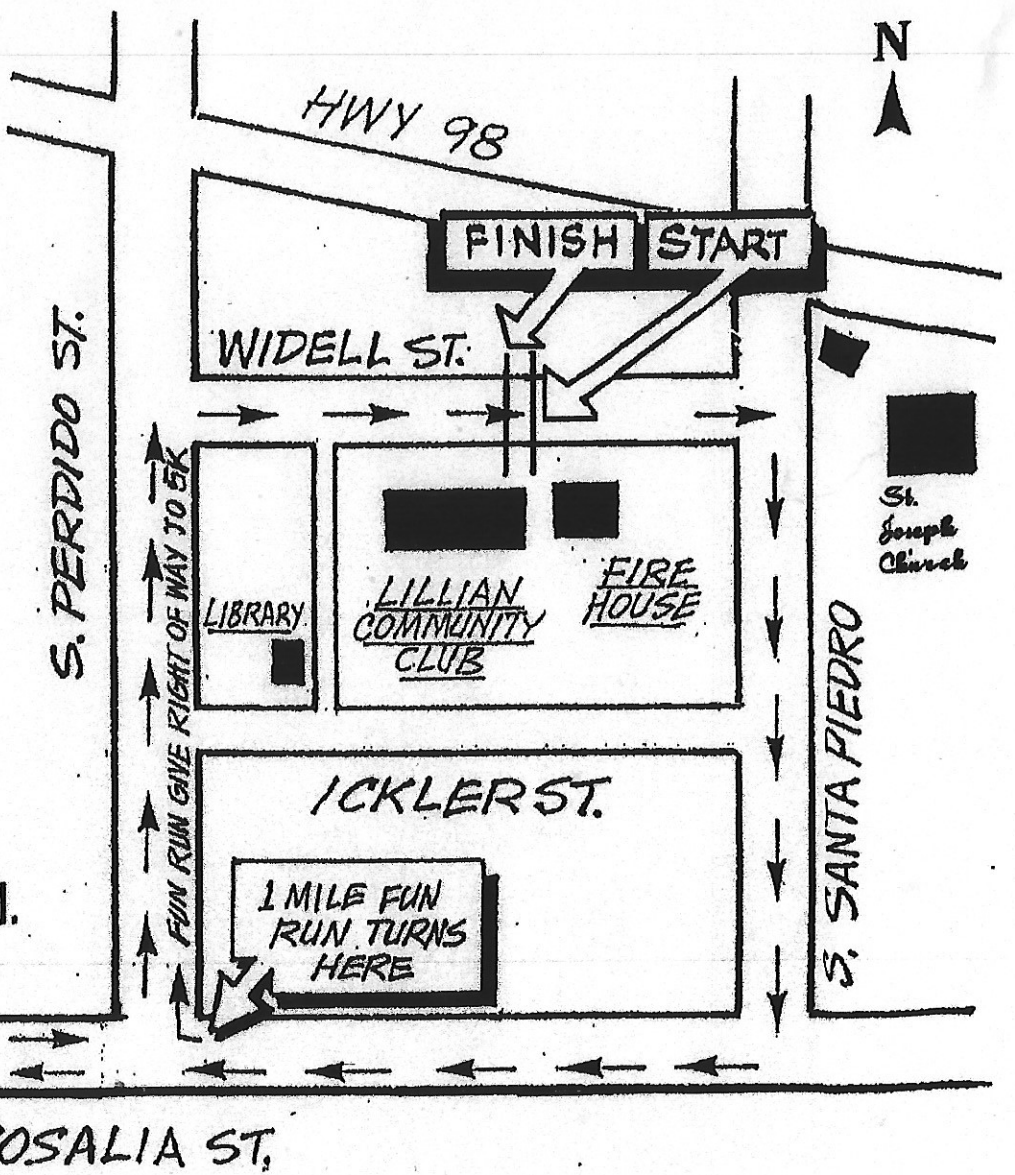
# RUN for the MULLET

  
Optimist Club  
of Perdido Bay

**LABOR DAY**  
Lillian Community Club • Lillian, Al.

RD.

HILLCREST



5K RACE at 7:30 a. m.  
 1 MILE FUN RUN at 8:15 a.m.  
 and "FUN WALK" at 8:15 a.m.


# OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA  
SHERIFF HUEY HOSS MACK



310 Hand Avenue  
Bay Minette, Alabama 36507  
(251) 937-0210  
Fax (251) 580-1687

TO: County Commission

FROM: Anthony Lowery, Chief Deputy 

DATE: June 21, 2021

SUBJECT: 34<sup>th</sup> Annual Labor Day Mullet Festive-Fun Run  
September 6, 2021  
7:30 AM @ Perdido St.

The Sheriff's Office will provide security for the above referenced event if the Commission approves the route-as per policy.

Please make us aware of your decision as soon as possible.

CC: Capt. Tony Nolfe  
Lt. Nathan Lusk  
Nancy Hall

AL/BL



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1003, **Version:** 1

**Item #:** BA4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Carjetta Crook, Administrative Services Specialist IV

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### **ITEM TITLE**

Request from Family Promise of Baldwin County, Inc. - Certification Regarding ADECA (ESG-CV) Coronavirus Grant

### **STAFF RECOMMENDATION**

Authorize Chairman to execute the Certification of Local Government Approval which approves Family Promise of Baldwin County Alabama, Inc. to enter into an Agreement (HESG-CV-20-006) with the Alabama Department of Economic and Community Affairs (ADECA) as the subrecipient of the 2020 Emergency Solutions Grants (ESG-CV) Coronavirus Funds.

This approval does not in any way constitute any financial involvement, obligation of reporting or administrative follow-up for compliance from the Baldwin County Commission.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Family Promise of Baldwin County, Inc. was awarded ESG Coronavirus funds from ADECA to prevent, prepare for and respond to the COVID-19 pandemic. The attached Certification of Local Government Approval must be signed by a local government official before the agreement can be signed and funds released. Total amount of ESG-CV funds awarded is \$993,819.00. The agreement is effective February 16, 2021 through September 16, 2022.

Family Promise of Baldwin County, Inc. and Mary's Shelter Gulf Coast submitted a collaborative application to ADECA for the 2020 ESG-CV grant. The two agencies provide a safety net for homeless families with children and homeless pregnant women and their children in Baldwin County and surrounding areas.

Beth Biggs, Executive Director, Family Promise of Baldwin County, Inc. will be present at work session to discuss the request.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration staff obtain Chairman's signature on Certification of Local Approval form and return original to Beth Biggs, Executive Director of Family Promise of Baldwin County.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send notification via email to: [beth@familypromisebc.org](mailto:beth@familypromisebc.org)

Mail original form to:

Beth Biggs, Executive Director  
Family Promise of Baldwin County  
20511 County Road 36  
Summerdale, Alabama 36580

**Additional instructions/notes:** N/A

CERTIFICATION OF LOCAL GOVERNMENT APPROVAL

For Nonprofit Organizations

Receiving Emergency Solutions Grants (ESG) Program Funds  
from the Alabama Department of Economic and Community Affairs

I, *(name and title)* \_\_\_\_\_ duly authorized to act  
on behalf of the \_\_\_\_\_ *(name of jurisdiction)* hereby  
approve the following project(s) proposed by Family Promise of Baldwin County and  
Mary's Shelter Gulf Coast, which are located in Baldwin County, Alabama for ESG  
project number HESG-CV-20-006.

Family Promise of Baldwin County, located in Summerdale, provides shelter & essential  
services to homeless families with children through a network of 30 plus churches in  
Baldwin County. They will also provide homeless prevention and re-housing assistance  
to Baldwin County residents. Mary's Shelter Gulf Coast, located in Elberta, provides  
shelter and essential services to pregnant women and their children.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name of Signatory Local Official

\_\_\_\_\_  
Title

STATE OF ALABAMA       )  
MONTGOMERY, ALABAMA)

AGREEMENT NO. HESG-CV-20-006

AGREEMENT

THIS AGREEMENT is effective as of this **16th** day of **February, 2021**, by and between **Family Promise of Baldwin County, Inc.** (herein called "Subrecipient") and the Alabama Department of Economic and Community Affairs (herein called "ADECA" and "Pass-through Entity").

**Subrecipient Name: Family Promise of Baldwin County, Inc.**

**Subrecipient Unique Entity Identifier Number:** [REDACTED]

**Federal Award Identification Number ("FAIN"):** [REDACTED]

**Federal Award Date: January 28, 2021**

**Subaward Period of Performance Start and End Date: February 16, 2021 through September 16, 2022**

**Subaward Budget Start and End Date: February 16, 2021 through September 16, 2022**

**Amount of Federal Funds Obligated by this Action: \$993,819**

**Total Amount of Federal Funds Obligated to the Subrecipient: \$993,819**

**Total Amount of Federal Award: \$993,819**

**Federal Award Project Description:** To prevent, prepare for, and respond to the COVID-19 pandemic.

**Name of Federal Awarding Agency:** U. S. Department of Housing and Urban Development (HUD)

**Pass-through Entity:** Alabama Department of Economic and Community Affairs

**Contact Information for Awarding Official:** Kenneth W. Boswell, Director, (334) 242-5591

**Identification of Whether the Award is Research and Development:** No

**Indirect Cost Rate for the Federal Award:** Not applicable to the Subrecipient

WITNESSETH THAT:

WHEREAS, ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Emergency Solutions Grants Coronavirus (ESG-CV) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's ESG-CV Program administered by ADECA, under ESG-CV Project Number **HESG-CV-20-006** made to the Subrecipient from the federal award (FAIN [REDACTED]) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance authorized under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116–136) and laws supplementing its funding, and Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11371 et seq., (the "Act") authorized by the Letter of Award. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or HUD, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the HUD ESG Program Regulations published at 24 CFR Part 576, the HUD ESG-CV Program Regulations as and when published by HUD, and State Policies; (4) the State's 2020 Action Plan Amendment, developed for the ESG-CV Program (the State's Federal grant application) that was submitted to and approved by HUD, including any approved waivers, assurances, certifications, maps, schedules, and other submissions; and (5) the following General Terms and Conditions:

**A. DEFINITIONS**

Except to the extent modified or supplemented by this Agreement, any term defined in the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (Public Law 116–136) and laws supplementing its funding, Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended, 42 U.S.C. 11371 et seq., the HUD Emergency Solutions Grants Program Regulations at 24 CFR Part 576, and the HUD ESG-CV Program Regulations as and when published by HUD, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.
2. "Applicant" means the entity designated as such in the ESG-CV grant application submitted to ADECA, and herein as the Subrecipient of the ESG-CV grant funds.
3. "Application" means the Subrecipient's grant application for ESG-CV Federal Assistance that has been submitted to and approved by ADECA.
4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award pursuant to the requirements of 24 CFR Part 576.
5. "Federal Assistance" means the ESG-CV Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.
6. "Federal Award" means the federal grant awarded from the federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN [REDACTED]
7. "Letter of Award" means the letter to the Subrecipient from ADECA confirming approval of the Subrecipient's Application and setting forth requirements which shall be satisfied by the Subrecipient prior to execution of this Agreement.
8. "Schedule" means the schedule of project activities submitted with the Subrecipient's application for ESG-CV funds which sets forth the proposed start dates and completion dates for the work activities and administrative services to be performed.
9. "Principal" means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.
10. "Program" means the CARES Act Emergency Solutions Grants Coronavirus (ESG-CV) Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.
11. "State" means the State of Alabama.
12. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance under the CARES Act Emergency Solutions Grants Coronavirus (ESG-CV) Program.



13. "Second-tier subrecipient" means each entity with which the Subrecipient contracts for work to be performed or services to be provided as set out in the scope of services.

14. "Waiver" means one or more deviations from the ESG Program's rules, regulations, and requirements that the State has requested and that HUD has authorized and approved the State to utilize during the State's administration of the CARES Act ESG-CV Program. The State may subsequently allow the Subrecipient to utilize one or more of the approved Waivers to carry out the activities hereinafter set forth in connection with the State's ESG-CV Program administered by ADECA.

## **B. SCOPE OF SERVICES**

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this ESG-CV project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA and shall be as described in the Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

4. The Subrecipient agrees to accept responsibility for ensuring compliance by second-tier subrecipient entities to which it makes funding assistance hereunder available.

## **C. CHANGES**

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the ESG-CV project under this Agreement without a formal written

amendment to this Agreement. However, for such revision to be valid, it shall be on a standard ADECA "ESG-CV Budget/Final Financial Report" form and approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F. herein this Agreement without a formal amendment to this Agreement.

#### **D. PERSONNEL**

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

#### **E. TIME OF PERFORMANCE**

The Subrecipient shall commence performance of this Agreement on **February 16, 2021**, and shall obligate its Grant amount by **June 16, 2021**. The full Grant amount shall be expended by **September 16, 2022**. The funds may be used for costs incurred before the Period of Performance; provided that the costs are otherwise allowable and were used to prevent, prepare for, and respond to coronavirus.

1. ADECA retains the right to rescind all or any part of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, and/or the terms of this Agreement, are not adhered to or are not progressing according to the Schedule and/or this Agreement.

2. The Subrecipient, by execution of this Agreement, certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement substantially in compliance with the Schedule and/or this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

#### **F. METHOD OF PAYMENT**

1. ADECA and the Subrecipient have agreed upon a total payment of ESG-CV funds not to exceed **\$993,819**.

2. The Subrecipient will be paid on an advance payment basis provided that it

maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 CFR §200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the federal awarding agency has specific conditions per 2 CFR §200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) "ESG-CV Budget/Final Financial Report." Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **February 16, 2021** under the terms of the Federal Award [REDACTED] identified herein above and the State's ESG-CV funds for ESG-CV Project Number **HESG-CV-20-006** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out ESG-CV grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or HUD, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. In addition to the above clauses, the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the terms stated in Section K herein this Agreement.

## **G. CLOSEOUT PROCEDURES**

On or after the completion date stated in the Schedule for the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement, the Subrecipient shall follow the ADECA Community and Economic Development Division's established ESG-CV Program closeout procedures when closing the ESG-CV project under this Agreement. The Subrecipient may access ADECA's ESG-CV Program closeout documents from the ADECA Community and Economic Development Division's ESG-CV Program staff and on the ADECA website at [www.adeca.alabama.gov](http://www.adeca.alabama.gov).

## **H. RECORD RETENTION**

1. Financial records, supporting documents, statistical records, and all other non-Federal entity (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) records pertinent to a Federal award (to include the ESG-CV project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to HUD, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to HUD (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include HUD) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Community and Economic Development Division's ESG-CV Program record retention requirements applicable to this Federal Award and the ESG-CV project under this Agreement, the following record retention requirements are applicable:

The Subrecipient is required to keep all records relating to the ESG-CV project under this Agreement for a period of at least five years past notification by ADECA that the ESG-CV project under this Agreement has been closed out or all audit findings related thereto have been resolved, whichever is longer. Where ESG-CV funds are used to renovate an emergency shelter or to convert a building into an emergency shelter, records must be retained until ten (10) years after the date the ESG-CV funds are first obligated for the renovation or conversion. See 24 CFR 576.500.

3. When applicable, the Subrecipient, Contractors, Subcontractors and Vendors shall comply with the Alabama Competitive Bid Law (codified at §41-16-54, *Code of Alabama 1975*), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven years.

## **I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD**

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 24 CFR Part 58, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, in its efforts to prevent, prepare for, and respond to the Coronavirus/COVID-

19 pandemic, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review ESG-CV project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

3. The Subrecipient understands and agrees that HUD has authorized the State to utilize Waivers allowed under the CARES Act for assistance with administering the ESG-CV Program within the State. Pursuant to (i) the text within the CARES Act enacted on March 27, 2020 in response to the Centers for Disease Control and Prevention's January 21, 2020 confirmation of the first coronavirus case in the United States, (ii) the subsequent HUD-issued May 4, 2020 Memorandum entitled "CARES Act Flexibilities for ESG and HOPWA Funds Used to Support Coronavirus Response and Plan Amendment Waiver," and (iii) the subsequent HUD-issued Notice CPD-20-08: *Waivers and Alternative Requirements for the Emergency Solutions Grants (ESG) Program Under the CARES Act*, HUD is authorized to allow Waivers within the ESG-CV Program to the State in any program areas that do not pertain to "fair housing, nondiscrimination, labor standards, and the environment."

#### **J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS**

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

##### **1. TERMINATION OF AGREEMENT**

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by ADECA or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience.** This Agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If ADECA determines that continuation of the work will serve no useful public purpose, then this

Agreement may be terminated by ADECA, and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by ADECA to the Subrecipient, then ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, either for convenience or for cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Subrecipient, and ADECA may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Subrecipient is determined.

## 2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by ADECA; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination, and/or has failed to request and receive approval from ADECA for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at ADECA's offices in Montgomery, Alabama, or any other appropriate location at ADECA's discretion, with a written notification of the time, place, and subject matter provided by ADECA to the Subrecipient.

## 3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 CFR 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any federally assisted construction contract as defined by 41

CFR 60-1.3, the Contractor, during the performance of this Agreement, hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order.

In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



**4. COPELAND "ANTI-KICKBACK" ACT**

For all prime construction contracts in excess of \$2,000, the Subrecipient or Contractor shall comply with the Copeland "Anti-kickback" Act, 40 U.S.C. 3145, as supplemented by U.S. Department of Labor regulations (29 CFR Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, ADECA shall report such violation to the Federal awarding agency [HUD].

**5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In the event this contract or grant award is for an amount in excess of \$100,000 and involves the employment of mechanics and laborers, the Subrecipient or Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708, specifically 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

**6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and ADECA or the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," ADECA or the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency [HUD].

**7. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT**

In the event this contract or grant award is for an amount in excess of \$150,000, the Subrecipient or Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. ADECA shall report any suspected or reported violation to the Federal awarding agency [HUD] and to the Environmental Protection Agency.

## 8. ENERGY CONSERVATION

The Subrecipient or Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

## 9. DEBARMENT AND SUSPENSION

(a) The Subrecipient is prohibited from using any contractor or subcontractor or vendor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (see 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals, nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or any contract or subcontract hereto related, by any federal agency or by ADECA and/or any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement, and that it shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Subrecipient shall immediately notify ADECA if any subcontractor becomes debarred or suspended, and shall, at ADECA's request, take all steps required by ADECA to terminate its contractual relationship with that subcontractor for work to be performed under this Agreement.

## 10. BYRD ANTI-LOBBYING ACT

In the event this contract or grant award is for an amount equal to, or in excess of, \$100,000, the Subrecipient or Contractor shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of

Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award (ADECA).

The Subrecipient will require that the language of the paragraph above be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

#### **11. PROCUREMENT OF RECOVERED MATERIALS**

2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

#### **K. OTHER APPLICABLE FEDERAL AND STATE LAWS**

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors and Vendors shall agree with, and shall adhere to, the following:

##### **1. TOBACCO SMOKE**

Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through State or local governments by federal grant, contract, loan, or loan guarantee.

##### **2. DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with the provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et. seq.*), the "Drug-Free Workplace Act of 1988," all grantees (to include ADECA, the Subrecipient, Contractors, Subcontractors and Vendors) must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled

substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

### **3. TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, the Subrecipient, Contractors, Subcontractors and Vendors who meet this threshold will be required to furnish this information to the ADECA Community and Economic Development Division which is funding the Subrecipient through this Agreement. Specific reporting processes will be provided by the applicable ADECA Division to the Subrecipient. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

### **4. POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

### **5. HUMAN TRAFFICKING PROVISIONS**

The award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000", as amended (2 CFR 175.15).

### **6. PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Public Law 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

### **7. MANDATORY DISCLOSURES**

Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to ADECA, all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

**8. NOT TO CONSTITUTE A DEBT OF THE STATE**

It is agreed that the terms, conditions, and commitments contained herein this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

**9. CONFLICTING PROVISION**

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

**10. IMMUNITY AND DISPUTE RESOLUTION**

(a) The parties to this Agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

**11. DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by this Agreement, a contract, a grant, a loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any Division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, Contractor or agency, or any third party, for any damages to property, both real and personal, or

personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, Contractor or agency, or any other person.

## 12. ACCESS TO RECORDS

The ADECA Director, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives, shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required record retention period, but shall last as long as the applicable records are retained.

## 13. ASSIGNABILITY

The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of ADECA thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from ADECA under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to ADECA.

## 14. CONTINGENCY CLAUSE

(a) It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA of funds under the ESG-CV Program for which this Agreement is made. If this Agreement involves Federal funds, the amount of this Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

(b) Payments made by ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

## 15. CONFLICT OF INTEREST

(a) A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (i) the individual, (ii) any member of the individual's immediate family, (iii) the individual's partner, or (iv) an organization which employs or is about to employ any of the above.

(b) The Subrecipient certifies by signing this Agreement that no person under the Subrecipient's employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs

has any personal and/or financial interest, direct or indirect, in this Agreement, nor will the Subrecipient hire any person having such conflicting interest.

(c) The Subrecipient certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

## 16. INDIRECT COST

In accordance with 2 CFR 200.332(a)(4) and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will accept a federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same subrecipient, or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate, but may elect to do so. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

## 17. AUDIT REQUIREMENTS

(a) All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)  
ATTENTION: Audit Section  
P.O. Box 5690

Montgomery, Alabama 36103-5690

or

Emailed to [Audit@adeca.alabama.gov](mailto:Audit@adeca.alabama.gov)

And an additional copy to:

Alabama Department of Examiners of Public Accounts  
ATTENTION: Audit Report Repository  
P. O. Box 302251  
Montgomery, Alabama 36130-2251.

(d) All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.

**18. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS /  
OUTSTANDING DEBTS**

The Subrecipient certifies by signing this Agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any Division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

**19. SUSPENSION OF PAYMENTS**

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any Division of ADECA, or in the event there is an amount owing to any Division of ADECA, or an amount owing to the Federal government under any program administered by any Division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any Division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with the Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any Division of ADECA that has not arranged a repayment schedule.



## 20. DISCLOSURE STATEMENT

Unless otherwise exempt under §41-16-82, *Code of Alabama 1975*, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.00.

## 21. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to, the Alabama Competitive Bid Law (§41-16-1 *et seq*, *Code of Alabama 1975*), the Alabama Public Works Law (§39-1-1 *et seq*, *Code of Alabama 1975*), any State permitting requirements, the Alabama Open Meetings Act (§36-25a-1 *et seq*, *Code of Alabama 1975*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§31-13-1, *et seq*, *Code of Alabama 1975*).

(b) For all contracts governed by the Alabama Public Works Law (§ 39-1-1 *et seq*, *Code of Alabama 1975*) or the Alabama Competitive Bid Law (§ 41-16-1 *et seq*, *Code of Alabama 1975*), the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm that for the duration of this Agreement 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 this Agreement and shall be responsible for all damages resulting therefrom.

(d) It is the purpose of ADECA to provide to the Subrecipient this Federal Assistance allocated under the ESG-CV Program in order that the Subrecipient can provide certain work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement.

(e) It shall be the responsibility of the Subrecipient to carry out the performance of the said work activities and administrative services and the terms of this Agreement in a satisfactory and proper manner in accordance with all Federal, State, and local laws.

(f) It shall be the responsibility of the Subrecipient to see that all contracts or subcontracts for the said work activities and administrative services and the terms of this Agreement are executed and performed in accordance with all applicable Federal, State and local laws.

(g) ADECA shall not be liable for the failure on the part of the Subrecipient and/or any Contractor, Subcontractor or Vendor, to perform the said work activities and administrative services and the terms of this Agreement in accordance with all applicable laws and regulations.

(h) This Agreement is subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 576, as published for effect and as may be amended from time to time.

(i) Incorporated herein as part of this Agreement are Attachment A and the Certifications signed by ADECA as part of the State's One-Year Annual Action Plan developed for the ESG-CV Program (the State's federal grant application) that is submitted to and approved by HUD for the State's ESG-CV Funds awarded to the State, which Certifications include but may not be limited to the following:

- (1) Shelter and housing standards (24 CFR Part 576.403).
- (2) Conflicts of interest (24 CFR Part 576.404).
- (3) Faith-based activities (24 CFR Part 5.109 and 24 CFR Part 576.406).
- (4) Affirmative outreach (24 CFR Part 576.407(b)).
- (5) Environmental review responsibilities (Public Law 112-141 and 24 CFR Part 58).
- (6) Displacement, Relocation, and Acquisition (24 CFR Part 576.408).
- (7) Nondiscrimination and Equal Opportunity (24 CFR Part 5.105).
- (8) Disclosure Requirements (24 CFR Part 5.105).
- (9) Prohibition against involuntary family separation (24 CFR Part 576.102).

(j) It shall be the responsibility of the Subrecipient to follow the property management requirements established in 24 CFR Part 200.

## **22. CENTRALIZED OR COORDINATED ASSESSMENT SYSTEM**

The Subrecipient shall ensure that all projects funded under this Agreement will use the centralized or coordinated assessment system developed by the local continuum of care in accordance with HUD-established requirements. A victim service provider may choose

not to use the centralized or coordinated assessment system developed by the local continuum of care.

### **23. RECORDKEEPING AND REPORTING**

The Subrecipient must have policies and procedures to ensure the requirements of this part are met. The policies and procedures must be established in writing and implemented by the Subrecipient and its second-tier or lower level subrecipients to ensure that ESG-CV funds are used in accordance with the requirements. In addition, sufficient records must be established and maintained to enable ADECA and HUD to determine whether ESG-CV requirements are being met as provided in 24 CFR 576.500.

The Subrecipient shall submit performance reports and other program information as required by ADECA in a timely manner as specified by ADECA and federal program laws and regulations. The contents of the reports shall follow the requirements prescribed by HUD and ADECA. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the provision of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds.

(a) The Subrecipient shall ensure that agencies which will provide direct services to program participants under this Agreement shall report client-level data in the Homeless Management Information System (HMIS) utilized by the local continuum of care.

(b) Victim services or legal services provider agencies may report client-level, longitudinal data in a comparable database which generates unduplicated, aggregate reports based on the data.

(c) HMIS or comparable database activities must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

### **L. SUBROGATION**

In addition to the above Sections, the Subrecipient agrees that the Subrecipient and its Contractors, Subcontractors, and Vendors shall agree with, and shall adhere to, the following:

ADECA maintains its right of subrogation against the Subrecipient and its Contractors, Subcontractors, and Vendors for any financial loss and/or duplication of benefits incurred as a result of implementing this Agreement. In the event of an action or inaction on the part of the Subrecipient and/or its Contractors, Subcontractors, and Vendors that results in a financial loss to ADECA of some or all of the ESG-CV grant funds awarded to the Subrecipient under this Agreement, or in the event of an action or inaction on the part of the Subrecipient and/or its Contractors, Subcontractors, and Vendors that results in a

duplication of benefits for or on behalf of any or all beneficiaries receiving services pursuant to this Agreement, the Subrecipient agrees to provide, and shall provide, to ADECA reimbursement of grant funds in the amount of the financial loss suffered or in the amount of the duplication of benefits incurred. If the Subrecipient fails to fully reimburse said amount of grant funds to ADECA within such time period as determined by ADECA, then ADECA may take legal action or impose other remedies against the Subrecipient in efforts to recover the amount of the financial loss or duplication of benefits incurred.

**The bottom of this page is intentionally left blank.**


IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA

SUBRECIPIENT

Alabama Department of Economic  
and Community Affairs

Family Promise of Baldwin County, Inc.

  
Kenneth W. Boswell, Director  
3/29/21  
(Date)

Authorized Official  
  
(Date)

ATTEST:

ATTEST:

  
(Name)

(Name)

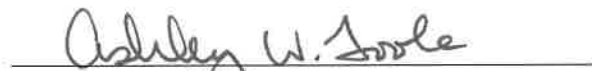
Administrative Support Assistant F  
(Title)

(Title)

29 March 2021  
(Date)

(Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules and regulations of the State of Alabama governing these matters.

  
Ashley W. Toole  
Acting General Counsel for ADECA



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0993, **Version:** 1

**Item #:** BA5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Victoria Key, Administrative Support Specialist

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### **ITEM TITLE**

Request to Use Byrnes Lake Landing and the Bicentennial Park Grounds for Overnight Camping and a Movie Screening Event

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Authorize Mr. Kenny Caperton to utilize the County-owned Byrnes Lake Landing site for a movie screening event, "On Set Cinema," on October 25, 2021, and October 26, 2021, for approximately three (3) hours after sunset; and
- 2) Authorize Mr. Caperton to utilize the County-owned Bicentennial Park grounds for overnight camping and an additional movie viewing event October 25, 2021, and October 26, 2021.

This approval is contingent upon Mr. Caperton providing the County with a Certificate of Liability Insurance that meets County requirements prior to the event taking place and executing a standard Facility Event Space Rental Agreement for both events.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Previously discussed at the February 2, 2021 Baldwin County Commission Regular Meeting

**Background:** Mr. Caperton operates a project, "On Set Cinema," where movies are shown all over the country at their actual filming locations. Byrnes Lake Landing was one of the filming sites for the movie "Friday the 13<sup>th</sup>" and Mr. Caperton is requesting to hold the event at Byrnes Lake Landing for that reason (see attached itinerary).

The event would be a for-profit event with a maximum of 50 people attending who would buy tickets from Mr. Caperton to participate.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Send two (2) Facility Event Space Rental Agreements (One (1) for Bicentennial Park, one (1) for Brynes Lake Landing) via email to Mr. Caperton for signature (kennycaperton@gmail.com ).

**Additional instructions/notes:** Notify Mr. Caperton of follow-up process to finalize his reservation.

# Facility Event Space Rental Agreement

This consent for the rental of a venue is made this day, July 16, 2021, by and between Baldwin County Commission, hereafter referred to as the Land Owner or Land Owners, and Kenneth Caperton and On Set Cinema / Myers House NC LLC, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Land Owners' venue, located at Byrnes Lake Landing, and yards.

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Land Owners the sum of 1500 for the full subrental fee for the use of the venue.
2. The Renter shall have access to and use of the venue from October 25, 2021 to October 26, 2021 for the purpose of hosting the Renter's On Set Cinema event.
3. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of the premises and will otherwise return the venue in good condition.
4. Renter agrees to indemnify and hold harmless Land Owners, its agents and employees for and against any and all claims, loss, liability, damages, costs and expenses including attorney fees for any damage to Land Owners property or to Renter it's agents and employees' property or to any third person's property which damage occurs during the term of this agreement or arises from Renter's use of the Venue.

Renter agrees to indemnify and hold harmless Land Owners, it's agents and employees for and against any and all claims, loss, liability, damage, costs and expenses including attorney fee for any death or personal injury to Renter, it's agents and employees or to any third person which death or injury occurs during the term of this agreement or arises from Renter's use of the Venue. This in addition to a policy of liability insurance obtained by Renter in which Land Owners are named an additional party insured.

Renter is also executing and will be bound by the Baldwin County Commission Indemnification and Usage Requirements. To the extent that the terms of this Facility Event Space Rental Agreement conflict with the Indemnification and Usage Requirements, the Indemnification and Usage Requirements shall govern.

5. Renter shall pay for and be responsible for renting portable sanitary facilities if necessary for the property.
6. Renter takes full responsibly and holds the Land Owners harmless for any damages or claims or suits by the Renter or Renter's guests, including Land Owner's attorney fees that arise from Renter's use of the premises.
7. Renter will not allow children under 16 years old on Land Owners' property, unless they are accompanied and supervised by an adult.
8. Renter will obtain a fully paid and in force valid insurance certificate in the amount of one



million dollars for any individual/multiple claims brought against the Land Owners. Renter will provide a copy of the certificate and policy to Land Owner.

9. The venue for any disputes arising under this contract shall be Baldwin County, Alabama. In the event of any dispute both parties agree to attempt to mediate it first before a mutually agreeable third party.

10. Renter will not allow any alcohol or illegal drug consumption while on the property during the event.

11. Renter acknowledges that they have the legal right to the use of the movie \_\_\_\_\_ which will be shown on the premises to Renter's invitees.

12. Renter acknowledges that he has inspected the premises and is accepting it "As Is". Land Owner makes no representations as to the suitability of the venue for the Renter's use.

13. Renter acknowledges that Land Owner is a political subdivision of the State of Alabama and not a private entity and as such is subject to the laws governing political subdivisions.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date  _____(SEAL)	Owner's Signature, date  _____(SEAL)
Printed Name Kenneth Caperton individually and for On Set Cinema / Myers House NC LLC	Printed Name
Address 1520 Hight Ln	Address
City, State, Zip Code Hillsborough, NC 27278	City, State, Zip Code

# Facility Event Space Rental Agreement

This consent for the rental of a venue is made this day, July 6, 2021 by and between Baldwin County Commission, hereafter referred to as the Land Owner or Land Owners, and Kenneth Caperton and On Set Cinema / Myers House NC LLC, hereafter referred to as the Renter.

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Land Owners' venue, located at Bicentennial Park Grounds, and yards.

Now, therefore, the parties agree to the following terms and conditions:

1. The Renter shall pay to the Land Owners the sum of 1,500 for the full subrental fee for the use of the venue.

2. The Renter shall have access to and use of the venue from October 25, 2021 to October 26, 2021 for the purpose of hosting the Renter's On Set Cinema event.

3. Renter shall remove all personal property, trash, and other items that were not present in the venue when Renter took control of the premises and will otherwise return the venue in good condition.

4. Renter agrees to indemnify and hold harmless Land Owners, its agents and employees for and against any and all claims, loss, liability, damages, costs and expenses including attorney fees for any damage to Land Owners property or to Renter it's agents and employees' property or to any third person's property which damage occurs during the term of this agreement or arises from Renter's use of the Venue.

Renter agrees to indemnify and hold harmless Land Owners, it's agents and employees for and against any and all claims, loss, liability, damage, costs and expenses including attorney fee for any death or personal injury to Renter, it's agents and employees or to any third person which death or injury occurs during the term of this agreement or arises from Renter's use of the Venue. This in addition to a policy of liability insurance obtained by Renter in which Land Owners are named an additional party insured.

Renter is also executing and will be bound by the Baldwin County Commission Indemnification and Usage Requirements. To the extent that the terms of this Facility Event Space Rental Agreement conflict with the Indemnification and Usage Requirements, the Indemnification and Usage Requirements shall govern.

5. Renter shall pay for and be responsible for renting portable sanitary facilities if necessary for the property.

6. Renter takes full responsibly and holds the Land Owners harmless for any damages or claims or suits by the Renter or Renter's guests, including Land Owner's attorney fees that arise from Renter's use of the premises.

7. Renter will not allow children under 16 years old on Land Owners' property, unless they are accompanied and supervised by an adult.

8. Renter will obtain a fully paid and in force valid insurance certificate in the amount of one

million dollars for any individual/multiple claims brought against the Land Owners. Renter will provide a copy of the certificate and policy to Land Owner.

9. The venue for any disputes arising under this contract shall be Baldwin County, Alabama. In the event of any dispute both parties agree to attempt to mediate it first before a mutually agreeable third party.

10. Renter will not allow any alcohol or illegal drug consumption while on the property during the event.

11. Renter acknowledges that they have the legal right to the use of the movie \_\_\_\_\_ which will be shown on the premises to Renter's invitees.

12. Renter acknowledges that he has inspected the premises and is accepting it "As Is". Land Owner makes no representations as to the suitability of the venue for the Renter's use.

13. Renter acknowledges that Land Owner is a political subdivision of the State of Alabama and not a private entity and as such is subject to the laws governing political subdivisions.

In witness of their understanding of and agreement to the terms and conditions herein contained, the parties affix their signatures below.

Renter's Signature, date  _____(SEAL)	Owner's Signature, date  _____(SEAL)
Printed Name Kenneth Caperton individually and for On Set Cinema / Myers House NC LLC	Printed Name
Address 1520 Hight Ln	Address
City, State, Zip Code Hillsborough, NC 27278	City, State, Zip Code

On Set Cinema event itinerary:

Presented as a possible annual event.

This year's event dates: Monday, October 25th - Wednesday, October 27th 2021

I would like to do 2 back-to-back events on both Monday and Tuesday (Monday, October 25th & Tuesday, October 26th)

- Maximum of 50 guests per event
- Fans will check in at Bicentennial Park at NOON
- All guests will hang out, play games, cookout, set up their tents, etc at the park until around 5pm
- It will get completely dark on those days at 6:30pm. So around 5:30pm everyone can drive / car-pull to Byrnes Lake Landing for the movie screening. If the weather is bad, I'll show the movie at Bicentennial Park under picnic pavilion.
- Movie runs 1 hr 30 mins
- Around 8pm everyone will head back to Bicentennial park. I'll probably set up another small movie screen to watch a couple more movies. Maybe make a fire and roast smores.
- Everyone will check out at 10am the next day.
- Then repeat that for Tuesday, check out at 10am on Wednesday
- This would be the formula for the following years if the committee approves this for an annual event.

Thank you so much for the opportunity. Let me know if you have any questions.  
Kenny Caperton



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1004, **Version:** 1

**Item #:** BC1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Felisha Anderson, Director of Archives and History

**Submitted by:** Felisha Anderson, Director of Archives and History

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### **ITEM TITLE**

Fort Mims Historic Site - Stump Removal at the Fort Mims Historic Site

### **STAFF RECOMMENDATION**

Approve the Baldwin County Highway Department to remove tree stumps that are piled in a non-archaeological area at the Historic Fort Mims Site in Tensaw, Alabama.

The cost of the stump removal is \$3,271.92, which will be donated by the Baldwin County Highway Department to the Fort Mims Restoration Association.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Wayne Dyess, County Administrator received a request on June 9, 2021, from Ms. Claudia Slaughter-Campbell, President of the Fort Mims Restoration Association, requesting the stumps that are now piled in a non-archaeological area be hauled off the property.

Ms. Slaughter-Campbell will be in attendance at the work session to discuss the 70-acre property that adjoins North of the Historic Fort Mims Site and the possibility of the County purchasing the property.

### **FINANCIAL IMPACT**

**Total cost of recommendation:**

Equipment: \$2,671.92

Labor: \$600.00

Total cost: \$3,271.92

**Budget line item(s) to be used:** N/A

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**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff send correspondence;  
Highway/Maintenance Dept. to remove stumps from site.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration mail correspondence to:

Ms. Claudia Slaughter-Campbell  
Fort Mims Restoration Association  
64960 Slaughter Lane  
Stockton, Alabama 36579

cc: Wayne Dyess, Frank Lundy, Randy Black, Kevin Carrol, Felisha Anderson

**Additional instructions/notes:** N/A.

## Felisha Anderson

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**From:** Claudia Campbell <claudia\_cmpbll@yahoo.com>  
**Sent:** Wednesday, June 9, 2021 3:23 AM  
**To:** Wayne Dyess  
**Subject:** Ft Mims..Just a few more things

This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Hi Wayne,

AHC dug up and removed the last of the stumps from inside the Ft Mims stockade and they replaced broken pickets/pointed poles in the wall itself. The archaeologist was there and no artifacts were found in the big roots....but several small items were found on bare ground. She was excited about that!

As for the stumps, those are now piled in the non-archaeological area, ready to be hauled off. Could the guys with the 'big truck with the loading arm' possibly handle that? The stumps are really large and they may have tried and were not able to lift them? If not, I will try to find some other way to handle the removal, just let me know. Also, there is a very big tree, and possibly another small tree, that has died near the reenactment area that poses a problem. Could that be cut and hauled away? Things are really looking good there-just these last few big things to get done.

I wanted to give you an update about the 70 acres behind the fort site. I contacted Tom Bradley. I think he wants to hear from someone official?! He has never received a call or letter from anyone who represents Baldwin County, even when he waited, at my request, to delay cutting that timber when he was logging the land. His number is 251-709-3616 and his office is near the Courthouse in Bay MInette. There may be reasons that I'm not aware of for not making contact. If that's the case, I will try again. Just let me know.

Thanks for all you do, Wayne! Please let me know about the above work requests. I want to try to finish this storm cleanup as soon as possible (August will be here in a flash) and I like to be present when there are trees being cut at the fort site.

Best regards,

Claudia '2G' Slaughter Campbell  
251-533-9023  
Sent from my iPhone







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1017, **Version:** 1

**Item #:** BD1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Matthew Brown, BRATS Director

**Submitted by:** Ann Simpson, BRATS Accounting Manager

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### ITEM TITLE

Acquisition of One (1) Baldwin Regional Area Transit System (BRATS) Replacement Vehicle

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve Baldwin Regional Area Transit System (BRATS) to request Escambia County Area Transit (ECAT) to acquire one (1) replacement transit vehicle for BRATS utilizing FY2020 5307 Grant Funds allocated to Baldwin County Commission/BRATS under the Florida-Alabama Transportation Planning Organization Project and managed by ECAT; and
- 2) Authorize the Chairman to sign any related documents.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** ECAT is the direct recipient for the FL/AL urbanized area (UZA) which includes a portion of East Baldwin County. The Baldwin County Commission was allocated \$66,114.00 in grant funds from the Escambia County, Florida, FY2020 5307 Grant for the purchase of a replacement transit vehicle. BRATS would like to request ECAT to purchase a Ford transit van under the Florida Department of Transportation (FDOT) Transit Research Inspection Procurement Services (TRIPS) Contract with Creative Bus Sales Inc. The transit van will have 3 ambulatory seats and 1 wheelchair securement station. The cost of the van is \$65,904.00. The full purchase price of \$65,904.00 will be covered with Federal Transportation Administration (FTA) funding, requiring no local funding from Baldwin County Commission.

### FINANCIAL IMPACT

**Total cost of recommendation:** The replacement transit vehicle will be 100% funded with FTA funding. However, in order for the cost of the vehicle to be within the Baldwin County Commission allocation amount of \$66,114.00, the in-vehicle camera system may be purchased as aftermarket equipment at an estimated cost of \$2,890.00. The aftermarket equipment would be covered at 80/20

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under Baldwin County's 5311 program funding.

**Budget line item(s) to be used:** 143.51935.52340

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Not at this time, however, legal review may be required depending upon the method of transfer of vehicle from Escambia County Board of County Commissioners/ECAT, ie., by bill of sale or by a no-cost lease agreement.

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Correspondence letter to be sent via e-mail to [crgoetz@myescambia.com](mailto:crgoetz@myescambia.com) and addressed to:

Ms. Cathy R. Goetz  
Escambia County Area Transit Finance Manager  
Escambia County Board of County Commissioners  
1515 W. Fairfield Drive  
Pensacola, FL 32503

cc: Mathew Brown, Wayne Dyess, Ann Simpson

**Additional instructions/notes:** N/A

July 6, 2021

Ms. Cathy R. Goetz  
Escambia County Area Transit Finance Manager  
Escambia County Board of County Commissioners  
1515 W. Fairfield Drive  
Pensacola, FL 32503

**Re: Baldwin County 5307 Grant Funding**

Dear Ms. Goetz:

The Baldwin County Commission, during its regularly scheduled meeting held on July 6, 2021, approved the acquisition of one (1) transit replacement vehicle to be purchased with 5307 grant funds allocated to Baldwin County Commission under the Florida-Alabama Transportation Planning Organization. The transit van will be operated by Baldwin Regional Area Transit System (BRATS) in the Baldwin County service area including the area in the Florida-Alabama Transportation Planning Organization jurisdiction.

The Baldwin County Commission/BRATS was allocated \$66,114.00 in grant funds from the Escambia County, Florida, FY2020 5307 Grant for the purchase of a transit vehicle. The Escambia County Board of County Commissioners and Escambia County Area Transit (ECAT) is the recipient and manager of these funds. BRATS is requesting ECAT purchase a Ford transit van utilizing the Florida Department of Transportation (FDOT) Transit Research Inspection Procurement Services (TRIPS) Contract with Creative Bus Sales Inc. The van will have 3 ambulatory seats and 1 wheelchair securement station. The cost of the vehicle is \$65,904.00. The entire purchase price will be funded with Federal Transportation Administration funds, requiring no matching funds from Baldwin County Commission.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 990-4606 or Baldwin Regional Area Transit System Accounting Manager, Ann Simpson, at (251) 533-0599.

Sincerely,

Joe Davis, III, Chairman  
Baldwin County Commission

JD/as/clc

cc: Wayne Dyess  
Matthew Brown  
Ann Simpson



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1026, **Version:** 1

**Item #:** BE1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-25A - Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid for Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage to the lowest bidder, **Double AA Construction Company, LLC**, as per the attached Award Listing and authorize the Chairman to execute the Contract.

### BACKGROUND INFORMATION

#### **Previous Commission action/date:**

06/01/2021 meeting: 1) **Rejected** the bid received and authorized the Purchasing Director to **re-bid** for Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

04/20/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on June 25, 2021 at 11:00 A.M. Two (2) bids were received. Staff recommends the Commission award the bid for Roof Repairs and Replacement of Various County Buildings due to hurricane damage to the lowest bidder, Double AA Construction Company, LLC, as per the attached Award Listing and authorize the Chairman to execute the Contract.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$788,000.00

**Budget line item(s) to be used:** 10051018.52310

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Professional & Construction Contract

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to bidders

**Additional instructions/notes:** N/A

**COMPETITIVE BID #WG21-25A - Bid Tabulation**

Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage

<b>BIDDER: Double AA Construction Company, LLC GC License #37758</b>	
<b>1. Fairhope BRATS - Perform shingle roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Install shingles 16 SF @ _____ \$15.00 = _____ \$240.00 <b>Included in Base Bid</b>	<b>\$1,800.00</b>
<b>2. Fairhope Courthouse, Typical - Perform Modified Bitumen roof maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear drains of debris _____ \$2,400.00 <b>Included in Base Bid</b> b. Replace walk pad _____ \$500.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>
<b>3. Fairhope Courthouse, B - Perform shingle re-roof as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Repair deteriorated 5/8" plywood. 100 SF @ _____ \$6.00 = _____ \$600.00 <b>Included in Base Bid</b> b. Repair fascia board with new PT. 100 BF @ _____ \$12.00 = _____ \$1,200.00 <b>Included in Base Bid</b>	<b>\$69,500.00</b>
<b>4. Foley Area 300, 20764 Hwy 24 - Perform metal roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Fabricate and install metal eave. 20 LF @ _____ \$30.00 = _____ \$600.00 <b>Included in Base Bid</b>	<b>\$1,800.00</b>
<b>5. Foley Courthouse, 10 Locations - Perform shingle roof repairs and maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear gutters _____ \$2,400.00 <b>Included in Base Bid</b> b. Fabricate and install field shingle roofing. 10 SF @ _____ \$15.00 = _____ \$150.00 <b>Included in Base Bid</b> c. Install hip and ridge shingles. 150 LF @ _____ \$15.00 = _____ \$2,250.00 <b>Included in Base Bid</b>	<b>\$5,900.00</b>
<b>6. Animal Shelter, Bldg A - Perform shingle re-roof as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Repair deteriorated 5/8" plywood. 3,000 SF @ _____ \$6.00 = _____ \$18,000.00 <b>Included in Base Bid</b> b. Repair fascia board with new PT. 3,000 BF @ _____ \$10.00 = _____ \$30,000.00 <b>Included in Base Bid</b>	<b>\$83,000.00</b>
<b>7. Animal Shelter, Bldg B - Perform metal roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Fabricate and install metal roof panel. 18 SF @ _____ \$50.00 = _____ \$900.00 <b>Included in Base Bid</b>	<b>\$2,000.00</b>

<b>BIDDER: Porter Roofing Contractors, Inc. GC License #13934</b>	
<b>1. Fairhope BRATS - Perform shingle roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Install shingles 16 SF @ _____ \$20.00 = _____ \$320.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>
<b>2. Fairhope Courthouse, Typical - Perform Modified Bitumen roof maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear drains of debris _____ \$1,500.00 <b>Included in Base Bid</b> b. Replace walk pad _____ \$500.00 <b>Included in Base Bid</b>	<b>\$15,000.00</b>
<b>3. Fairhope Courthouse, B - Perform shingle re-roof as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Repair deteriorated 5/8" plywood. 100 SF @ _____ \$5.00 = _____ \$500.00 <b>Included in Base Bid</b> b. Repair fascia board with new PT. 100 BF @ _____ \$5.00 = _____ \$500.00 <b>Included in Base Bid</b>	<b>\$89,190.00</b>
<b>4. Foley Area 300, 20764 Hwy 24 - Perform metal roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Fabricate and install metal eave. 20 LF @ _____ \$75.00 = _____ \$1,500.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>
<b>5. Foley Courthouse, 10 Locations - Perform shingle roof repairs and maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear gutters _____ \$100.00 <b>Included in Base Bid</b> b. Fabricate and install field shingle roofing. 10 SF @ _____ \$250.00 = _____ \$2,500.00 <b>Included in Base Bid</b> c. Install hip and ridge shingles. 150 LF @ _____ \$5.00 = _____ \$750.00 <b>Included in Base Bid</b>	<b>\$15,000.00</b>
<b>6. Animal Shelter, Bldg A - Perform shingle re-roof as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Repair deteriorated 5/8" plywood. 3,000 SF @ _____ \$5.00 = _____ \$15,000.00 <b>Included in Base Bid</b> b. Repair fascia board with new PT. 3,000 BF @ _____ \$5.00 = _____ \$15,000.00 <b>Included in Base Bid</b>	<b>\$37,468.00</b>
<b>7. Animal Shelter, Bldg B - Perform metal roof repairs as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Fabricate and install metal roof panel. 18 SF @ _____ \$50.00 = _____ \$900.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>

**COMPETITIVE BID #WG21-25A - Bid Tabulation**

**Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage**

<b>BIDDER: Double AA Construction Company, LLC GC License #37758</b>	
<p><b>8. Robertsdale Annex I - Perform mod bit roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install misc Kynar-coated 24ga G90 trim, 24" width.                      20 LF @ _____ \$50.00 = _____ \$1,000.00 <b>Included in Base Bid</b></p>	<b>\$1,500.00</b>
<p><b>9. Robertsdale BRATS - Perform shingle and metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Install shingle roofing.                      18 SF @ _____ \$15.00 = _____ \$270.00 <b>Included in Base Bid</b></p>	<b>\$1,500.00</b>
<p><b>10. Sheriff's Office - Perform metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Repair damaged metal roof hip.                      30 LF @ _____ \$50.00 = _____ \$1,500.00 <b>Included in Base Bid</b></p>	<b>\$2,200.00</b>
<p><b>11. Area 200 Highway Main Bldg - Perform metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install gable trim panels.                      10 LF @ _____ \$50.00 = _____ \$500.00 <b>Included in Base Bid</b></p>	<b>\$1,500.00</b>
<p><b>12. Area 200 Sign Bldg - Perform metal roof replacement as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install metal roof panels.                      6,400 SF @ _____ \$18.00 = _____ \$115,200.00 <b>Included in Base Bid</b>                      b. Fabricate and install 2x6 wood purlins.                      480 BF @ _____ \$10.00 = _____ \$4,800.00 <b>Included in Base Bid</b></p>	<b>\$152,000.00</b>
<p><b>13. Annex II Old CIS - Reseal windows as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Reseal windows.                      750 LF @ _____ \$8.00 = _____ \$6,000.00 <b>Included in Base Bid</b></p>	<b>\$8,000.00</b>
<p><b>14. Bay Minette Annex I - Replace missing/damaged shingles</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Replace damaged shingles.                      100 SF @ _____ \$20.00 = _____ \$2,000.00 <b>Included in Base Bid</b></p>	<b>\$4,000.00</b>
<p><b>15. Auburn Extension - Replace missing/damaged shingles</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Replace damaged shingles.                      100 SF @ _____ \$15.00 = _____ \$1,500.00 <b>Included in Base Bid</b></p>	<b>\$2,000.00</b>

<b>BIDDER: Porter Roofing Contractors, Inc. GC License #13934</b>	
<p><b>8. Robertsdale Annex I - Perform mod bit roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install misc Kynar-coated 24ga G90 trim, 24" width.                      20 LF @ _____ \$75.00 = _____ \$1,500.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>
<p><b>9. Robertsdale BRATS - Perform shingle and metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Install shingle roofing.                      18 SF @ _____ \$50.00 = _____ \$900.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>
<p><b>10. Sheriff's Office - Perform metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Repair damaged metal roof hip.                      30 LF @ _____ \$50.00 = _____ \$1,500.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>
<p><b>11. Area 200 Highway Main Bldg - Perform metal roof repairs as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install gable trim panels.                      10 LF @ _____ \$50.00 = _____ \$500.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>
<p><b>12. Area 200 Sign Bldg - Perform metal roof replacement as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Fabricate and install metal roof panels.                      6,400 SF @ _____ \$24.00 = _____ \$153,600.00 <b>Included in Base Bid</b>                      b. Fabricate and install 2x6 wood purlins.                      480 BF @ _____ \$5.00 = _____ \$2,400.00 <b>Included in Base Bid</b></p>	<b>\$156,000.00</b>
<p><b>13. Annex II Old CIS - Reseal windows as specified</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Reseal windows.                      750 LF @ _____ \$5.00 = _____ \$3,750.00 <b>Included in Base Bid</b></p>	<b>\$7,500.00</b>
<p><b>14. Bay Minette Annex I - Replace missing/damaged shingles</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Replace damaged shingles.                      100 SF @ _____ \$20.00 = _____ \$2,000.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>
<p><b>15. Auburn Extension - Replace missing/damaged shingles</b>  <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required.                      a. Replace damaged shingles.                      100 SF @ _____ \$20.00 = _____ \$2,000.00 <b>Included in Base Bid</b></p>	<b>\$3,500.00</b>

**COMPETITIVE BID #WG21-25A - Bid Tabulation**

Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage

<b>BIDDER: Double AA Construction Company, LLC GC License #37758</b>	
<b>16. BC Area 100 Hwy Bldg A - Complete re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roofing panels. 3,500 SF @ \$15.00 = \$52,500.00 <b>Included in Base Bid</b>	<b>\$81,000.00</b>
<b>17. BC Area 100 Hwy Bldg B - Complete re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roofing panels. 1,500 SF @ \$15.00 = \$22,500.00 <b>Included in Base Bid</b>	<b>\$33,500.00</b>
<b>18. BC Area 100 Hwy Bldg C - Ridge damage repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roof ridge. 10 LF @ \$50.00 = \$500.00 <b>Included in Base Bid</b>	<b>\$1,500.00</b>
<b>19. Commission at Administration - Perform maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear debris \$1,500.00 <b>Included in Base Bid</b>	<b>\$1,500.00</b>
<b>20. Legislation/Delegation - Complete Re-roof and structural repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 4,300 SF @ \$10.00 = \$43,000.00 <b>Included in Base Bid</b> b. Replace rotten wood nailer/decking. 15 LF @ \$12.00 = \$180.00 <b>Included in Base Bid</b>	<b>\$44,900.00</b>
<b>21. Revenue Bay Minette - Complete Re-roof and wall waterproofing</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 26,000 SF @ \$8.00 = \$208,000.00 <b>Included in Base Bid</b> b. Repair damaged EIFS. 1 SF @ \$50.00 = \$50.00 <b>Included in Base Bid</b> c. Waterproof EIFS. 1 SF @ \$50.00 = \$50.00 <b>Included in Base Bid</b>	<b>\$231,000.00</b>
<b>22. Transfer Station Scales - Complete re-roof and eave repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 1,707 SF @ \$12.00 = \$20,484.00 <b>Included in Base Bid</b> b. Replace damaged vertical PT wood fascia. 175 BF @ \$12.00 = \$2,100.00 <b>Included in Base Bid</b>	<b>\$24,600.00</b>

<b>BIDDER: Porter Roofing Contractors, Inc. GC License #13934</b>	
<b>16. BC Area 100 Hwy Bldg A - Complete re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roofing panels. 3,500 SF @ \$53.00 = \$185,500.00 <b>Included in Base Bid</b>	<b>\$185,500.00</b>
<b>17. BC Area 100 Hwy Bldg B - Complete re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roofing panels. 1,500 SF @ \$44.00 = \$66,000.00 <b>Included in Base Bid</b>	<b>\$66,000.00</b>
<b>18. BC Area 100 Hwy Bldg C - Ridge damage repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged metal roof ridge. 10 LF @ \$75.00 = \$750.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>
<b>19. Commission at Administration - Perform maintenance as specified</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Clear debris \$3,500.00 <b>Included in Base Bid</b>	<b>\$3,500.00</b>
<b>20. Legislation/Delegation - Complete Re-roof and structural repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 4,300 SF @ \$12.00 = \$51,600.00 <b>Included in Base Bid</b> b. Replace rotten wood nailer/decking. 15 LF @ \$14.00 = \$210.00 <b>Included in Base Bid</b>	<b>\$51,810.00</b>
<b>21. Revenue Bay Minette - Complete Re-roof and wall waterproofing</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 26,000 SF @ \$10.00 = \$260,000.00 <b>Included in Base Bid</b> b. Repair damaged EIFS. 1 SF @ \$5.00 = \$5.00 <b>Included in Base Bid</b> c. Waterproof EIFS. 1 SF @ \$5.00 = \$5.00 <b>Included in Base Bid</b>	<b>\$260,010.00</b>
<b>22. Transfer Station Scales - Complete re-roof and eave repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 1,707 SF @ \$13.00 = \$22,191.00 <b>Included in Base Bid</b> b. Replace damaged vertical PT wood fascia. 175 BF @ \$5.00 = \$875.00 <b>Included in Base Bid</b>	<b>\$23,066.00</b>



**COMPETITIVE BID #WG21-25A - Bid Tabulation**

Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage

BIDDER: Double AA Construction Company, LLC GC License #37758	
<b>23. Bicentennial Park Church - Complete steep slope shingle re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles - steep slope. 2,500 SF @ _____ \$10.00 = _____ \$25,000.00 <b>Included in Base Bid</b>	<b>\$28,300.00</b>
<b>24. Little Red Schoolhouse - Shingle roof repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 26 SF @ _____ \$15.00 = _____ \$390.00 <b>Included in Base Bid</b>	<b>\$1,500.00</b>
<b>BASE BID GRAND TOTAL</b>	<b>\$788,000.00</b>
<b>Bid Bond Included:</b> YES <b>Exceptions:</b> NONE	

BIDDER: Porter Roofing Contractors, Inc. GC License #13934	
<b>23. Bicentennial Park Church - Complete steep slope shingle re-roof</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles - steep slope. 2,500 SF @ _____ \$15.00 = _____ \$37,500.00 <b>Included in Base Bid</b>	<b>\$37,500.00</b>
<b>24. Little Red Schoolhouse - Shingle roof repair</b> <u>Unit Pricing</u> - Owner can add/delete quantities from the Contract as required. a. Replace damaged shingles. 26 SF @ _____ \$60.00 = _____ \$1,560.00 <b>Included in Base Bid</b>	<b>\$1,560.00</b>
<b>BASE BID GRAND TOTAL</b>	<b>\$984,104.00</b>
<b>Bid Bond Included:</b> YES <b>Exceptions:</b> NONE	

**COMPETITIVE BID #WG21-25A - Award Listing**

Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage

BIDDER: Double AA Construction Company, LLC GC License #37758	
<p><b>1. Fairhope BRATS - Perform shingle roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Install shingles</p> <p>16 SF @ _____ \$15.00 = _____ \$240.00 Includ ed in Base Bid</p>	\$1,800.00
<p><b>2. Fairhope Courthouse, Typical - Perform Modified Bitumen roof maintenance as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Clear drains of debris</p> <p style="text-align: right;">_____ \$2,400.00 Includ ed in Base Bid</p> <p>b. Replace walk pad</p> <p style="text-align: right;">_____ \$500.00 Includ ed in Base Bid</p>	\$3,500.00
<p><b>3. Fairhope Courthouse, B - Perform shingle re-roof as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Repair deteriorated 5/8" plywood.</p> <p>100 SF @ _____ \$6.00 = _____ \$600.00 Includ ed in Base Bid</p> <p>b. Repair fascia board with new PT.</p> <p>100 BF @ _____ \$12.00 = _____ \$1,200.00 Includ ed in Base Bid</p>	\$69,500.00
<p><b>4. Foley Area 300, 20764 Hwy 24 - Perform metal roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Fabricate and install metal eave.</p> <p>20 LF @ _____ \$30.00 = _____ \$600.00 Includ ed in Base Bid</p>	\$1,800.00
<p><b>5. Foley Courthouse, 10 Locations - Perform shingle roof repairs and maintenance as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Clear gutters</p> <p style="text-align: right;">_____ \$2,400.00 Includ ed in Base Bid</p> <p>b. Fabricate and install field shingle roofing.</p> <p>10 SF @ _____ \$15.00 = _____ \$150.00 Includ ed in Base Bid</p> <p>c. Install hip and ridge shingles.</p> <p>150 LF @ _____ \$15.00 = _____ \$2,250.00 Includ ed in Base Bid</p>	\$5,900.00
<p><b>6. Animal Shelter, Bldg A - Perform shingle re-roof as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Repair deteriorated 5/8" plywood.</p> <p>3,000 SF @ _____ \$6.00 = _____ \$18,000.00 Includ ed in Base Bid</p> <p>b. Repair fascia board with new PT.</p> <p>3,000 BF @ _____ \$10.00 = _____ \$30,000.00 Includ ed in Base Bid</p>	\$83,000.00

<p><b>7. Animal Shelter, Bldg B - Perform metal roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Fabricate and install metal roof panel.</p> <p>18 SF @ <u>          \$50.00</u> = <u>          \$900.00</u> Included in Base Bid</p>	<b>\$2,000.00</b>
<p><b>8. Robertsdale Annex I - Perform mod bit roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Fabricate and install misc Kynar-coated 24ga G90 trim, 24" width.</p> <p>20 LF @ <u>          \$50.00</u> = <u>          \$1,000.00</u> Included in Base Bid</p>	<b>\$1,500.00</b>
<p><b>9. Robertsdale BRATS - Perform shingle and metal roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Install shingle roofing.</p> <p>18 SF @ <u>          \$15.00</u> = <u>          \$270.00</u> Included in Base Bid</p>	<b>\$1,500.00</b>
<p><b>10. Sheriff's Office - Perform metal roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Repair damaged metal roof hip.</p> <p>30 LF @ <u>          \$50.00</u> = <u>          \$1,500.00</u> Included in Base Bid</p>	<b>\$2,200.00</b>
<p><b>11. Area 200 Highway Main Bldg - Perform metal roof repairs as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Fabricate and install gable trim panels.</p> <p>10 LF @ <u>          \$50.00</u> = <u>          \$500.00</u> Included in Base Bid</p>	<b>\$1,500.00</b>
<p><b>12. Area 200 Sign Bldg - Perform metal roof replacement as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Fabricate and install metal roof panels.</p> <p>6,400 SF @ <u>          \$18.00</u> = <u>          \$115,200.00</u> Included in Base Bid</p> <p>b. Fabricate and install 2x6 wood purlins.</p> <p>480 BF @ <u>          \$10.00</u> = <u>          \$4,800.00</u> Included in Base Bid</p>	<b>\$152,000.00</b>
<p><b>13. Annex II Old CIS - Reseal windows as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Reseal windows.</p> <p>750 LF @ <u>          \$8.00</u> = <u>          \$6,000.00</u> Included in Base Bid</p>	<b>\$8,000.00</b>
<p><b>14. Bay Minette Annex I - Replace missing/damaged shingles</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.</p> <p>100 SF @ <u>          \$20.00</u> = <u>          \$2,000.00</u> Included in Base Bid</p>	<b>\$4,000.00</b>
<p><b>15. Auburn Extension - Replace missing/damaged shingles</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.</p> <p>100 SF @ <u>          \$15.00</u> = <u>          \$1,500.00</u> Included in Base Bid</p>	<b>\$2,000.00</b>

<p><b>16. BC Area 100 Hwy Bldg A - Complete re-roof</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged metal roofing panels.  <b>3,500 SF @</b>      <u>          \$15.00</u>    =    <u>          \$52,500.00</u> <b>Included in Base Bid</b></p>	<b>\$81,000.00</b>
<p><b>17. BC Area 100 Hwy Bldg B - Complete re-roof</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged metal roofing panels.  <b>1,500 SF @</b>      <u>          \$15.00</u>    =    <u>          \$22,500.00</u> <b>Included in Base Bid</b></p>	<b>\$33,500.00</b>
<p><b>18. BC Area 100 Hwy Bldg C - Ridge damage repair</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged metal roof ridge.  <b>10 LF @</b>            <u>          \$50.00</u>    =    <u>          \$500.00</u> <b>Included in Base Bid</b></p>	<b>\$1,500.00</b>
<p><b>19. Commission at Administration - Perform maintenance as specified</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Clear debris  <span style="float: right;"><u>          \$1,500.00</u></span> <b>Included in Base Bid</b></p>	<b>\$1,500.00</b>
<p><b>20. Legislation/Delegation - Complete Re-roof and structural repair</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.  <b>4,300 SF @</b>      <u>          \$10.00</u>    =    <u>          \$43,000.00</u> <b>Included in Base Bid</b></p> <p>b. Replace rotten wood nailer/decking.  <b>15 LF @</b>            <u>          \$12.00</u>    =    <u>          \$180.00</u> <b>Included in Base Bid</b></p>	<b>\$44,900.00</b>
<p><b>21. Revenue Bay Minette - Complete Re-roof and wall waterproofing</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.  <b>26,000 SF @</b>      <u>          \$8.00</u>    =    <u>          \$208,000.00</u> <b>Included in Base Bid</b></p> <p>b. Repair damaged EIFS.  <b>1 SF @</b>            <u>          \$50.00</u>    =    <u>          \$50.00</u> <b>Included in Base Bid</b></p> <p>c. Waterproof EIFS.  <b>1 SF @</b>            <u>          \$50.00</u>    =    <u>          \$50.00</u> <b>Included in Base Bid</b></p>	<b>\$231,000.00</b>
<p><b>22. Transfer Station Scales - Complete re-roof and eave repair</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.  <b>1,707 SF @</b>      <u>          \$12.00</u>    =    <u>          \$20,484.00</u> <b>Included in Base Bid</b></p> <p>b. Replace damaged vertical PT wood fascia.  <b>175 BF @</b>            <u>          \$12.00</u>    =    <u>          \$2,100.00</u> <b>Included in Base Bid</b></p>	<b>\$24,600.00</b>

<p><b>23. Bicentennial Park Church - Complete steep slope shingle re-roof</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles - steep slope.</p> <p>2,500 SF @ <u>          \$10.00</u> = <u>          \$25,000.00</u> Included in Base Bid</p>	<p><b>\$28,300.00</b></p>
<p><b>24. Little Red Schoolhouse - Shingle roof repair</b></p> <p>Unit Pricing - Owner can add/delete quantities from the Contract as required.</p> <p>a. Replace damaged shingles.</p> <p>26 SF @ <u>          \$15.00</u> = <u>          \$390.00</u> Included in Base Bid</p>	<p><b>\$1,500.00</b></p>
<p><b>BASE BID GRAND TOTAL</b></p>	<p><b>\$788,000.00</b></p>
<p><b>Bid Bond Included:</b> YES</p> <p><b>Exceptions:</b> NONE</p>	

State of Alabama )

County of Baldwin )

## CONTRACT FOR PROFESSIONAL & CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and Double AA Construction Company, LLC (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, at its regular meeting on April 20, 2021, the COUNTY authorized staff to solicit bids for Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission; and

**Whereas**, PROVIDER presented the lowest bid to the COUNTY, and therefore, the COUNTY wishes to retain PROVIDER to provide these services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

- I. Definitions. The following terms shall have the following meanings:
  - A. COUNTY: Baldwin County, Alabama
  - B. COMMISSION: Baldwin County Commission
  - C. PROVIDER: Double AA Construction Company, LLC
- II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.
- III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

- IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.
- V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.
- VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.
- VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.
- VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.
- IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

- X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
  
- XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.
  
- XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
  
- XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.
  
- XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.
  
- XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Double AA Construction Company, LLC  
8735 Lott Road  
Wilmer, AL 36587  
ATTN: Rob Fleming



COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified Contractor. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-25A**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Competitive Bid #WG21-25A – Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission.”**

PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

- A. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- B. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid as shown on "ATTACHMENT A". Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate upon either the expiration of not more than **one hundred eighty (180) days** after the Notice to Proceed is given or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, for any and all personal injury (including death)

and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration of this Contract.

XXV. Number of Originals. This Contract shall be executed with three originals, all of which are equally valid as an original.

XXVI. Governing Law. This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

XXVIII. Surety: As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be

reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.

XXIX. Title 39/Code of Alabama Compliance. As a condition of any Bid Award and the respective contract(s) pursuant thereto, the County places full reliance upon the fact that it is the sole responsibility of any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works, to ensure that they and/or any of their respective agents comply with all applicable provisions of Title 39-1-1 et seq. Code of AL 1975. More specifically, any contractor, person or entity entering into such a contract with Baldwin County for the prosecution of any public works shall be in compliance with, and have full knowledge of, the following provisions of Title 39:

“(f) The Contractor shall, immediately after the completion of the contract give notice of the completion by an advertisement in a newspaper of general

circulation published within the city or county in which the work has been done, for a period of four successive weeks. A final settlement shall not be made upon the contract until the expiration of 30 days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published . . .” §39-1-1(f) Code of AL 1975. “(g) Subsection (f) shall not apply to contractors performing contracts of less than fifty thousand (\$50,000) in amount. In such cases, the governing body of the contracting agency, to expedite final payment, shall cause notice of final completion of the contract to be published one time in a newspaper of general circulation, published in the county of the contracting agency and shall post notice of final completion on the agency’s bulletin board for one week, and shall require the contractor to certify under oath that all bills have been paid in full. Final settlement with the contractor may be made at any time after the notice has been posted for one entire week.” §39-1-1 (g) Code of AL 1975.

XXX. The public works project which is the subject of this invitation to bid is partially funded through the Federal Emergency Management Agency (FEMA) Public Assistance Program, and the balance is funded by the Baldwin County Commission.

**NOTE: Any failure to fully comply with this section or any applicable laws of the State of AL shall be deemed a material breach of the terms of both the Bid Award and the Respective contracts resulting there from. Furthermore, Baldwin County takes no responsibility for resulting delayed payments, penalties, or damages as a result of any failure to strictly comply with Alabama Law.**

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JOE DAVIS, III /Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS /Date  
County Administrator

**SIGNATURE & NOTARY PAGE TO FOLLOW**

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**PROVIDER:**

***Double AA Construction Company, LLC***

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_ Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of Double AA Construction Company, LLC, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said Double AA Construction Company, LLC.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires



**SECTION 00300 - BID FORM**

PROJECT IDENTIFICATION: **“Roof Repairs and Replacement of Various County Buildings due to Hurricane Damage for the Baldwin County Commission”**

BID TO: Baldwin County Commission

BID FROM: Double AA Construction Company, LLC  
8735 Lott Road  
Wilmer, Alabama 36587

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with OWNER to perform the Work as specified for the Bid Price within the Bid Times indicated.
2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. It understands that Contract is likely to be awarded to a single Bidder with portions of the work occurring at different times based on Owner sequencing preferences.
  - b. BIDDER will sign and submit the Agreement with Bonds and Insurance within 15 days after the date of OWNER'S Notice of Award.
  - c. BIDDER has received the following Addenda receipt of which is hereby acknowledged.

Date	Number
<u>June 21, 2021</u>	<u>Pre Bid Clarification 1</u>

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**1. FAIRHOPE BRATS**

- a. BID OPTION #1– Perform shingle roof repairs as specified.  
\$ 1,800.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
  - i. Include cost to install 16 SF shingle.  
16 SF @ 15.00 per SF = \$ 240.00 **Included in Base Bid**

**2. FAIRHOPE COURTHOUSE, TYPICAL**

- a. BID OPTION #2 --Perform Modified Bitumen roof maintenance as specified.  
\$ 3,500.00



b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Clear drains of debris  
\$ 2,400.00

ii. Replace walk pad.  
\$ 500.00

**3. FAIRHOPE COURTHOUSE, B**

a. BID OPTION #3 – Perform shingle reroof as specified.

\$ 69,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to repair 100 SF deteriorated 5/8" plywood.

**100 SF @ 6.00 per SF = \$ 600.00 Included in Base Bid**

ii. Include cost to repair 100 BF fascia board w/ new PT.

**100 BF @ 12.00 per BF = \$ 1,200.00 Included in Base Bid**

**4. FOLEY AREA 300 20764 HWY 24**

a. BID OPTION #4 – Perform metal roof repairs as specified.

\$ 1,800.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to fabricate and install 20 LF of metal eave.

**20 LF @ 30.00 per LF = \$ 600.00 Included in Base Bid**

**5. FOLEY COURTHOUSE, 10 LOCATIONS**

a. BID OPTION #5 – Perform shingle roof repairs and maintenance as specified.

\$ 5,900.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Clear gutters.  
\$ 2,400.00

ii. Include cost to fabricate and install 10 SF field shingle roofing.

**10 SF @ 15.00 per SF = \$ 150.00 Included in Base Bid**

iii. Include cost to install 150 LF hip and ridge shingles.

**150 LF @ 15.00 per LF = \$ 2,250.00 Included in Base Bid**

**6. ANIMAL SHELTER BLDG. A**

a. BID OPTION #6 – Perform shingle reroof as specified.  
\$ 83,000.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to repair 3,000 SF deteriorated 5/8" plywood.

3,000 SF @ 6.00 per SF = \$ 18,000.00 **Included in Base Bid**

ii. Include cost to repair 3,000 BF fascia board w/ new PT.

3,000 BF @ 10.00 per BF = \$ 30,000.00 **Included in Base Bid**

**7. ANIMAL SHELTER BLDG. B**

a. BID OPTION #7 – Perform metal roof repairs as specified.  
\$ 2,000.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to fabricate and install 18 SF of metal roof panel.

18 SF @ 50.00 per SF = \$ 900.00 **Included in Base Bid**

**8. ROBERTSDALE ANNEX I**

a. BID OPTION #8 – Perform mod bit roof repairs as specified.  
\$ 1,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to fabricate and install 20 LF misc Kynar-coated 24ga G90 trim, per LF x 24" width.

20 LF @ 50.00 per LF = \$ 1,000.00 **Included in Base Bid**

**9. ROBERTSDALE BRATS**

a. BID OPTION #9 – Perform shingle and metal roof repairs as specified.  
\$ 1,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to install 18 SF shingle roofing.

18 SF @ 15.00 per SF = \$ 270.00 **Included in Base Bid**

**10. SHERIFF'S OFFICE**

- a. BID OPTION #10 – Perform metal roof repairs as specified.  
\$ 2,200.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
  - i. Include cost to repair 30 LF of damaged metal roof hip.  
30 LF @ 50.00 per LF = \$ 1,500.00 **Included in Base Bid**

**11. AREA 200 HIGHWAY MAIN BLDG**

- a. BID OPTION #11 – Perform metal roof repairs as specified.  
\$ 1,500.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
  - i. Include cost to fabricate and install 10 LF of gable trim panels.  
10 LF @ 50.00 per LF = \$ 500.00 **Included in Base Bid**

**12. AREA 200 SIGN BLDG**

- a. BID OPTION #12 – Perform metal roof replacement as specified.  
\$ 152,000.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
  - i. Include cost to fabricate and install 6,400 SF metal roof panels.  
6,400 SF @ 18.00 per SF = \$ 115,200.00 **Included in Base Bid**
  - ii. Include cost to fabricate and install 480 BF 2x6 wood purlins.  
480 BF @ 10.00 per BF = \$ 4,800.00 **Included in Base Bid**

**13. ANNEX II OLD CIS**

- a. BID OPTION #13 - Reseal windows  
\$ 8,000.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
  - i. Include cost to reseal 750 LF of windows  
750 LF @ 8.00 per LF = \$ 6,000.00 **Included in Base Bid**

**14. BAY MINETTE ANNEX I**

- a. BID OPTION #14 - Replace missing/damaged shingles.

\$ 4,000.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 100 SF of damaged shingle.

100 SF @ 20.00 per SF = \$ 2,000.00 **Included in Base Bid**

**15. AUBURN EXTENSION**

a. BID OPTION #15 - Replace missing/damage shingles

\$ 2,000.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 100 SF of damaged shingles.

100 SF @ 15.00 per SF = \$ 1,500.00 **Included in Base Bid**

**16. BC AREA 100 HWY BLDG. A**

a. BID OPTION #16 - Complete reroof

\$ 81,000.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 3,500 SF of damaged metal roofing panels

3,500 SF @ 15.00 per SF = \$ 52,500.00 **Included in Base Bid**

**17. Baldwin County AREA 100 HWY BLDG. B**

a. BID OPTION #17 - Complete reroof

\$ 33,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 1,500 SF of damaged metal roofing panels.

1,500 SF @ 15.00 per SF = \$ 22,500.00 **Included in Base Bid**

**18. Baldwin County AREA 100 HWY BLDG. C**

a. BID OPTION #18 - Ridge damage repair

\$ 1,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 10 LF of damaged metal roof ridge.

10 LF @ 50.00 per LF = \$ 500.00 **Included in Base Bid**

**19. COMMISSION AT ADMINISTRATION**

- a. BID OPTION #21 - Clear Debris  
\$ 1,500.00

**20. LEGISLATION/DELEGATION**

- a. BID OPTION #20 - Complete reroof and structural repair  
\$ 44,900.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 4,300 SF of damaged shingle.  
4,300 SF @ 10.00 per SF = \$ 43,000.00 **Included in Base Bid**
- ii. Include cost to replace 15 LF rotted wood nailer/decking.  
15 LF @ 12.00 per LF = \$ 180.00 **Included in Base Bid**

**21. REVENUE BAY MINETTE**

- a. BID OPTION #21 - Complete reroof and wall waterproofing  
\$ 231,000.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 26,000 SF of damaged shingle roof.  
26,000 SF @ 8.00 per SF = \$ 208,000.00 **Included in Base Bid**
- ii. Include cost to repair 1 SF of damaged EIFS.  
1 SF @ 50.00 per SF = \$ 50.00 **Included in Base Bid**
- iii. Include cost to waterproof 1 SF of EIFS.  
1 SF @ 50.00 per SF = \$ 50.00 **Included in Base Bid**

**22. TRANSFER STATION SCALES**

- a. BID OPTION #22 - Complete reroof and eave repair  
\$ 24,600.00
- b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.
- i. Include cost to replace 1,707 SF of damaged shingle roof.  
1,707 SF @ 12.00 per SF = \$ 20,484.00 **Included in Base Bid**

ii. Include cost to replace 175 BF damaged vertical PT wood fascia.

175 BF @ 12.00 per BF = \$ 2,100.00 **Included in Base Bid**

### **23. BICENTENIAL PARK CHURCH**

a. BID OPTION #23 - Steep slope shingle reroof  
\$ 28,300.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 2,500 SF of damaged shingle roofing.

2,500 SF @ 10.00 per SF = \$ 25,000.00 **Included in Base Bid**

### **24. LITTLE RED SCHOOLHOUSE**

a. BID OPTION #24 - Shingle roof repair  
\$ 1,500.00

b. UNIT PRICING – Owner can add/delete quantities from the Contract as required.

i. Include cost to replace 26 SF of damaged shingle roofing.

26 SF @ 15.00 per SF = \$ 390.00 **Included in Base Bid**

### **25. BID FORM TABULATION**

Each of the Base Bids above are to be awarded as a single project to a single low responsive bidder.

1. BID OPTION #1 – Fairhope Brats	<u>\$ 1,800.00</u>
2. BID OPTION #2 – Fairhope Courthouse, Typical	<u>\$ 3,500.00</u>
3. BID OPTION #3 – Fairhope Courthouse, B	<u>\$ 69,500.00</u>
4. BID OPTION #4 – Foley Area 300 20764 Hwy 24	<u>\$ 1,800.00</u>
5. BID OPTION #5 – Foley Courthouse, 10 Locations	<u>\$ 5,900.00</u>
6. BID OPTION #6 – Animal Shelter Bldg. A	<u>\$ 83,000.00</u>
7. BID OPTION #7 – Animal Shelter Bldg. B	<u>\$ 2,000.00</u>
8. BID OPTION #8 – Robertsdale Annex I	<u>\$ 1,500.00</u>
9. BID OPTION #9 – Robertsdale Brats	<u>\$ 1,500.00</u>
10. BID OPTION #10 – Sheriff’s Office	<u>\$ 2,200.00</u>

<b>11. BID OPTION #11 – Area 200 Hwy Main Bldg</b>	<b><u>\$ 1,500.00</u></b>
<b>12. BID OPTION #12 – Area 200 Sign Bldg</b>	<b><u>\$ 152,000.00</u></b>
<b>13. BID OPTION #13 – Annex 2 Old CIS</b>	<b><u>\$ 8,000.00</u></b>
<b>14. BID OPTION #14 – Bay Minette Annex I</b>	<b><u>\$ 4,000.00</u></b>
<b>15. BID OPTION #15 – Auburn Extension</b>	<b><u>\$ 2,000.00</u></b>
<b>16. BID OPTION #16 – BC Area 100 Hwy Bldg. A</b>	<b><u>\$ 81,000.00</u></b>
<b>17. BID OPTION #17 – BC Area 100 Hwy Bldg. B</b>	<b><u>\$ 33,500.00</u></b>
<b>18. BID OPTION #18 – BC Area 100 Hwy Bldg. C</b>	<b><u>\$ 1,500.00</u></b>
<b>19. BID OPTION #19 – Commission at Admin</b>	<b><u>\$ 1,500.00</u></b>
<b>20. BID OPTION #20 – Legislation/Delegation</b>	<b><u>\$ 44,900.00</u></b>
<b>21. BID OPTION #21 – Revenue Bay Minette</b>	<b><u>\$ 231,000.00</u></b>
<b>22. BID OPTION #22 – Transfer Station Scales</b>	<b><u>\$ 24,600.00</u></b>
<b>23. BID OPTION #23 – Bicentennial Park Church</b>	<b><u>\$ 28,300.00</u></b>
<b>24. BID OPTION #24 – Little Red Schoolhouse</b>	<b><u>\$ 1,500.00</u></b>
<b>25. GRAND TOTAL</b>	<b><u>\$ 788,000.00</u></b>

**END OF SECTION 00300 – BID FORM**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0990, **Version:** 1

**Item #:** BE2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-31 - Purchase of Four Hundred (400) Pedestrian Barricade Wall Units for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid for the purchase of four hundred (400) pedestrian barricade wall units to the lowest bidder, **Coastal Industrial Supply, LLC** as per the attached Award Listing.

### BACKGROUND INFORMATION

#### **Previous Commission action/date:**

05/18/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Purchase of Four Hundred (400) Pedestrian Barricade Wall Units; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid was advertised.

01/19/2021 meeting: 1) Approved and executed the Cooperative Agreement State Homeland Security Grant Program between the Alabama Law Enforcement Agency (ALEA) and Baldwin County Commission (Baldwin County Emergency Management Agency) as the pass-through entity for the purchase of soft target/crowded place protection equipment/barriers for the Fairhope Police Department, per their budget detail worksheet submitted with their grant application. The terms of the agreement shall commence on November 1, 2020, and end on October 21, 2021; and 2) Approved and executed the Sub-Recipient Funding Agreement between the Baldwin County Commission and the City of Fairhope (Police Department). 3) Authorized the Chairman to execute any other documents related to the Cooperative Agreement and the Sub-Recipient Funding Agreement.

**Background:** Bids were opened in the Purchasing Conference Room on June 10, 2021 at 1:30 P.M. Twelve (12) bids were received. The lowest bid was received from Coastal Industrial Supply, LLC, who had three exceptions: the length, height, and weight of the product bid differs from what was requested in the Bid Specifications. EMA staff has advised that the differences are immaterial and have recommended awarding the bid to the lowest bidder, Coastal Industrial Supply, LLC as per the



attached Award Listing. Bid Tabulation is attached for review.

**FINANCIAL IMPACT**

**Total cost of recommendation: \$46,592.00**

**Budget line item(s) to be used: 18070020.52130**

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: 07/06/2021**

**Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to bidders

**Additional instructions/notes: N/A**

## COMPETITIVE BID #WG21-31 AWARD LISTING

Purchase of Four Hundred (400) Pedestrian Barricade Wall Units

**BIDDER:** Coastal Industrial Supply, LLC

**Brand/Manufacturer:** Crowdcade/Plasticade

**Bid Amounts:**

Price per unit (Qty 300-449, either color)	\$89.98
Unit upcharge to add reflective sheeting	\$26.50
<b>Total per unit including reflective sheeting</b>	<b>\$116.48</b>
200 units - WHITE at \$116.48 per unit	\$23,296.00
200 units - ORANGE at \$116.48 per unit	\$23,296.00
<b>TOTAL</b>	<b>\$46,592.00</b>

**Delivery Time:** 7 - 10 business days ARO

**Exceptions:** Product bid differs from the specifications as follows:

Length: 74" (specifications requested: 72")

Height: 39.5" (specifications requested: 38")

Weight: 32 lbs with 9.5 lb feet ea. (specifications requested: max of 30 lbs)

**COMPETITIVE BID #WG21-31 BID TABULATION**  
**Purchase of Four Hundred (400) Pedestrian Barricade Wall Units**

<b>BIDDER: Coastal Industrial Supply, LLC</b>	
<b>Brand/Manufacturer:</b> Crowdcaide/Plasticade	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$126.98
Price per unit (Qty 150-299, either color)	\$120.98
Price per unit (Qty 300-449, either color)	\$89.98
Unit upcharge to add reflective sheeting	\$26.50
<b>Delivery Time:</b> 7 - 10 business days ARO	
<b>Exceptions:</b> Product bid differs from the specifications as follows: Length: 74" (specifications requested: 72") Height: 39.5" (specifications requested: 38") Weight: 32 lbs with 9.5 lb feet ea. (specifications requested: max of 30 lbs)	

<b>BIDDER: Gulf Supply Co., Inc.</b>	
<b>Brand/Manufacturer:</b> Traffix Devices, Inc. - Urbanite	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$127.00
Price per unit (Qty 150-299, either color)	\$127.00
Price per unit (Qty 300-449, either color)	\$127.00
Unit upcharge to add reflective sheeting	\$34.80 (4 per unit)
<b>Delivery Time:</b> 10 - 14 days ARO if in stock	
<b>Exceptions:</b> Price to add reflected sheeting is \$8.70 per location with up to 4 locations = \$34.80	

<b>BIDDER: Safety Products, Inc.</b>	
<b>Brand/Manufacturer:</b> Traffix Urbanite	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$158.00
Price per unit (Qty 150-299, either color)	\$149.00
Price per unit (Qty 300-449, either color)	\$138.00
Unit upcharge to add reflective sheeting	\$8.82 per location (up to 4 per unit)
<b>Delivery Time:</b> 14 - 18 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER: LotusUSA, Inc.</b>	
<b>Brand/Manufacturer:</b> Urbanite	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$165.00
Price per unit (Qty 150-299, either color)	\$165.00
Price per unit (Qty 300-449, either color)	\$165.00
Unit upcharge to add reflective sheeting	\$165.00
<b>Delivery Time:</b> 21 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER: Tamis Corporation</b>	
<b>Brand/Manufacturer:</b> Traffix Devices	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	NO BID
Price per unit (Qty 150-299, either color)	NO BID
Price per unit (Qty 300-449, either color)	\$158.85
Unit upcharge to add reflective sheeting	\$15.00 per stripe (engineer grade reflectivity)
<b>Delivery Time:</b> 28 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER: National Trench Safety</b>	
<b>Brand/Manufacturer:</b> Traffix Devices, Inc.	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$153.50
Price per unit (Qty 150-299, either color)	\$153.50
Price per unit (Qty 300-449, either color)	\$153.50
Unit upcharge to add reflective sheeting	\$25.75 - 2 spots \$51.30 - 4 spots
<b>Delivery Time:</b> 2 - 3 weeks ARO	
<b>Exceptions:</b> Vendor is not registered as a Foreign Corporation with the Alabama Secretary of State to do business in Alabama	

<b>BIDDER: Airgas</b>	
<b>Brand/Manufacturer:</b> Traffix Urbanite 57000-U	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$183.18
Price per unit (Qty 150-299, either color)	\$183.18
Price per unit (Qty 300-449, either color)	\$183.18
Unit upcharge to add reflective sheeting	\$19.23
<b>Delivery Time:</b> 40 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER: Safety Zone Specialists</b>	
<b>Brand/Manufacturer:</b> Traffix Devices	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$174.00
Price per unit (Qty 150-299, either color)	\$165.00
Price per unit (Qty 300-449, either color)	\$159.50
Unit upcharge to add reflective sheeting	\$156.00 - DG (4 per unit) \$72.00 - HIP (4 per unit) \$44.00 - EG (4 per unit)
<b>Delivery Time:</b> Approximately 21 days ARO	
<b>Exceptions:</b> Price to add reflective sheeting is \$39.00 - DG, \$18.00 - HIP, \$16.00 - EG per location, with up to 4 locations.	

**COMPETITIVE BID #WG21-31 BID TABULATION**  
**Purchase of Four Hundred (400) Pedestrian Barricade Wall Units**

<b>BIDDER:</b> Evans & Company, Inc.	
<b>Brand/Manufacturer:</b> Traffix 57000-U	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$199.85
Price per unit (Qty 150-299, either color)	\$195.50
Price per unit (Qty 300-449, either color)	\$185.88
Unit upcharge to add reflective sheeting	\$22.00
<b>Delivery Time:</b> 30 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER:</b> ATCO Manufacturing Company, Inc.	
<b>Brand/Manufacturer:</b> Traffix Devices, Inc.	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	NO BID
Price per unit (Qty 150-299, either color)	NO BID
Price per unit (Qty 300-449, either color)	\$314.83
Unit upcharge to add reflective sheeting	\$18.80
<b>Delivery Time:</b> 30 days ARO	
<b>Exceptions:</b> NONE	

<b>BIDDER:</b> Vizocom ICT, LLC	
<b>Brand/Manufacturer:</b> Traffix	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$196.61
Price per unit (Qty 150-299, either color)	\$185.38
Price per unit (Qty 300-449, either color)	\$182.57
Unit upcharge to add reflective sheeting	\$19.66
<b>Delivery Time:</b> 45 days max ARO	
<b>Exceptions:</b> Vendor is not registered as a Foreign Corporation with the Alabama Secretary of State to do business in Alabama	

<b>BIDDER:</b> Striping Service and Supply, LLC	
<b>Brand/Manufacturer:</b> Traffix Urbanite 57000 Series	
<b>Bid Amounts:</b>	
Price per unit (Qty 0-149, either color)	\$162.50
Price per unit (Qty 150-299, either color)	\$154.50
Price per unit (Qty 300-449, either color)	\$148.50
Unit upcharge to add reflective sheeting	\$17.80
<b>Delivery Time:</b> 45 days ARO	
<b>Exceptions:</b> Vendor is not registered as a Foreign Corporation with the Alabama Secretary of State to do business in Alabama	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0998, **Version:** 1

**Item #:** BE3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-32 - Provision of Bottled Water for the Baldwin County Commission

### STAFF RECOMMENDATION

Award the bid for the Provision of Bottled Water to **Coca-Cola Bottling Company United, Inc.**, per the attached Award Listing.

### BACKGROUND INFORMATION

#### **Previous Commission action/date:**

06/01/2021 meeting: 1) Approved the specifications for the Provision of Bottled Water and authorized the Purchasing Director place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid was advertised.

**Background:** Bids were opened in the Purchasing Conference Room on June 17, 2021, at 1:30 P.M. One (1) bid was received. Staff recommends the Commission award the bid for the provision of bottled water to Coca-Cola Bottling Company United, Inc. as per the attached Award Listing.

### FINANCIAL IMPACT

**Total cost of recommendation:** Variable

**Budget line item(s) to be used:** Various Department Budgets

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

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**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: 07/06/2021**

**Individual(s) responsible for follow up: Wanda Gautney, Purchasing Director**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Letter to bidder

**Additional instructions/notes: N/A**

**COMPETITIVE BID #WG21-32 – Award Listing**

Provision of Bottled Water

Effective Date: 7/6/2021 through 7/6/2022

**BIDDER: Coca-Cola Bottling Co. United, Inc.**

**ITEM: Bottled Water 16.9 oz.**

Amount Bid: \$0.23 per bottle = \$ 5.50 per case

Manufacturer or Brand: Dasani

Transportation per hour rate: \$ N/A - None

**Exceptions:** Dasani water case pack has a best by date of 52 weeks



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0974, **Version:** 1

**Item #:** BE4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-37 - Provision of Pressure Washing Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Pressure Washing Services for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

### **BID #WG21-37 SPECIFICATIONS**

The Baldwin County Commission is soliciting competitive sealed bids from qualified service providers for Pressure Washing Services on an Annual Contract. All workmen and equipment shall be furnished by the Contractor.

The contract will allow Baldwin County Commission to have established pricing for cleaning and pressure washing various facilities throughout the County. Typical work may include, but is not limited to, concrete and steel tanks; brick, masonry, and concrete buildings; sidewalks and driveways; and any other structures or surfaces deemed necessary by the County.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

**It is the intent of the County to award to one vendor.**

**Purchase Orders will be issued for the services per job.**

### **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).**

### **BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000.00 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

### **HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

### **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:  
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are considered incidental and are considered as part of the Contract.

### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

### **STATEMENT OF WORK**

The County intends to obtain the services of qualified firm(s) to provide cleaning and pressure washing services. Work will be awarded based on a combination of responsiveness to the request, qualifications and experience of the service provider, references and cost.

Service provider shall furnish all insurance, transportation, materials, equipment, supplies, pumps, piping and hoses, parts, services, tools, supervision, labor, and all things necessary to provide cleaning and pressure washing services to the Baldwin County Commission on an On-call basis in accordance with the specifications. The actual volume of work performed is not guaranteed and subject to change.

Services may be required at any of the Baldwin County infrastructure locations including administrative buildings, tank sites, sidewalks, walkways and other miscellaneous infrastructure. Regardless of the location, it is the service provider's responsibility to determine the equipment needed, furnish the labor, equipment, and materials for completing the work, and clean-up the site. Baldwin County Commission will furnish the water required for the work. The service provider is responsible for providing the necessary labor, materials, and equipment to transport the water from its source to the area of work.

Proposed cleaning and pressure washing services shall be written out and presented as a detailed Work Order prior to the start of the work. All costs, assumptions, and exclusions shall be included in the Work Order form and involve the use of the specific identified materials, labor, and equipment actually used to complete the cleaning and pressure washing service. Once the Work Order has been received a Purchase Order will be issued for each project. No work can begin until a Purchase Order number is issued.

Some projects may require more than one (1) working day to complete, whether due to the size of the project, the period of time that is required to be completed in a timely matter. In the event that a project requires more than one (1) working day to complete, the Contractor should make every effort to ensure that the project reaches completion as quickly as possible, but should not in any event exceed the number of days stated in the quote provided for the applicable project.

### **Bid Pricing**

Bid Prices shall be an all-inclusive hourly rate **for a 2-person crew** that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

**In the event that a project involves surfaces that are higher than ground level and a man-lift is required, the man-lift shall be provided by Baldwin County for the vendor's use.**

**Scheduling and Duration**

Scheduling will be agreed upon by Baldwin County and the Contractor on a per project basis. Generally, all work is to be performed after regular business hours: 8:00 AM – 4:30 PM CST Monday – Friday, and on the weekends.



State of Alabama     )  
County of Baldwin    )

**CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES**

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY:           Baldwin County, Alabama
- B. COMMISSION:    Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.



**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of “**Competitive Bid #WG21-37**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provisions and conditions and/or specifications listed/stated in Competitive Bid #WG21-37 named, Provision of Pressure Washing Services”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$\_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, with an option to issue two (2) twelve (12) month contracts, or extend the first contract until such time that a new contract can be bid and awarded. And additional contract or extensions will be at the same prices, terms and conditions. Any successive contract(s) must have the written approval of both the County and the Provider no later than thirty (30) days prior to the expiration of the original contract. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any

costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such

insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JOE DAVIS, III/ Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/ Date  
County Administrator

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Insert Name

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0975, **Version:** 1

**Item #:** BE5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-38 - Provision of Instant Pre-cooked Meals for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Instant Pre-Cooked Meals for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**



**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

### **BID #WG21-38 SPECIFICATIONS**

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

It is the intent of the Commission to award to one (1) bidder. The award shall be for twelve (12) calendar months. Prices shall be firm for the bid period effective the date of award.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. **Exceptions are to be attached to the back of the Response Form.**

### **DELIVERY**

Deliveries to Baldwin County during an Emergency shall be 50% of order delivered within 72 hours, with 100% of order delivered within 120 hours of scheduling delivery. Delivery location will be to the Baldwin County Emergency Management Agency, 23100 McAuliffe Drive, Robertsedale, AL, 36567.

All other orders must be delivered to the "Ship To" address shown on the Purchase Order within five (5) days of vendor's receipt of order.

The Vendor must maintain an inventory sufficient to make shipment on all orders within the timeframe stated in this ITB solicitation.

### **MEAL SPECIFICATIONS**

The meals must be individually packed, one meal per container.

Storage of the meal will not require any type of refrigeration; meals shall be stored at room temperature.

Multiple varieties of entrees

Minimum 3/4 pound of food per meal

Minimum shelf life of 2 years or longer. Best by date stamped on the outside of each meal container.

Maximum cooking time shall be 15 minutes. Each meal shall have its own self-contained heat source. Heat source shall be flameless with no special instructions for disposal of heat source. Container and heat source shall be disposable into a normal trash receptacle.

Plastic cutlery set shall be provided within each meal.

Nutritional values for each meal must be provided at bid.



**BID #WG21-38 RESPONSE FORM**

Provision of Instant Pre-Cooked Meals

Page 2 of 2

Entree Variety #1: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #2: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #3: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #4: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #5: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #6: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #7: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #8: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #9: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Entree Variety #10: \_\_\_\_\_ Cost Per meal: \$ \_\_\_\_\_

Brochures showing the Meals offered shall be attached to this Response Form along with Nutritional values charts.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0976, **Version:** 1

**Item #:** BE6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-39 - Provision of Vehicle Detergent for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Vehicle Detergent for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

### **BID #WG21-39 SPECIFICATIONS**

These specifications shall be construed as minimum. Should manufacturer's current published data or specifications exceed these, such standards shall be considered minimum and furnished. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working product shall be furnished.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, etc. The unit is defined as a FIFTY-FIVE (55) gallon container of Vehicle Detergent.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturers but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

### **A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID RESPONSE.**

Such bid guarantee shall be a bid bond (individual or annual, provided, that bonding is available for such services, equipment or materials), postal money order, certified check, cashier's check, Letter of Credit, or certain bonds or notes of the United States. No exceptions will be allowed.

### **DELIVERY**

Delivery shall be as soon as possible, but not more than FIVE (5) Business days after receipt of the order. Delivery location shall be any Operating Division of the Baldwin County Commission.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location(s) listed on the Purchase Order.

### **AWARD**

It is the County's intent to award the bid to one Bidder.

**It is the intent of the Baldwin County Commission to award this bid for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2021 contract with its intent to extend the contract. The prices for 2021 shall also apply to the extension period(s).**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. The specifications shall be construed as minimum. All integral components not specifically mentioned in the scope of these specifications that are necessary to provide a complete product unit shall be furnished.

### **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the purchase of the material described in this bid advertisement shall apply to the purchase agreement throughout, and they will be deemed to be included in the purchase agreement the same as though herein written out in full.

### **LEGAL COMPLIANCE**

The Supplier shall always comply with all applicable federal, state, local and municipal laws and regulations.

### **SPECIFICATIONS FOR VEHICLE DETERGENT**

The product shall be a liquid alkaline based solution that when applied to the body surface of trucks or other types of vehicles shall loosen and remove accumulated grime from the surface area. The product should be non-corrosive, and shall not cause damage such as etching, discoloration, or fading to the application area.

Desired product is Etowah Chemical High Alkaline Cleaner, Product ETC-1429, **or equivalent.**

Product Name: SC-675 – High Alkaline Cleaner or equivalent

SDS #: ETOWAH-002 or equivalent

Appearance / Color: Straw (or equivalent) colored liquid

Physical State: Liquid

Alkaline Based: Sodium Hydroxide 3% or less by weight

Odor: Surfactant





**BID #WG21-39 RESPONSE FORM**

Provision of Vehicle Detergent

Page 2 of 2

**Provision of Vehicle Detergent**

Bid Amount \$ \_\_\_\_\_ per 55 Gallon Container Delivered

**A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THE BID RESPONSE.**

The amount bid shall include all applicable charges, to include but not limited to delivery, etc.

Any brochures or specification materials that provide information about the item(s) being bid should be attached to this Response Form.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0984, **Version:** 1

**Item #:** BE7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Competitive Bid #WG21-40 - Provision of Industrial Fittings, Hoses, and Accessories for the Baldwin County Commission

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Industrial Fittings, Hoses, and Accessories for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Industrial Fittings, Hoses, and Accessories.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

## **BID #WG21-40 SPECIFICATIONS**

Baldwin County desires bids for the Provision of Industrial Fittings, Hoses and Accessories. All prices shall be firm for the period the bid award is in effect. If a supplier cannot hold their prices, then that item will be subject to price comparison among other suppliers.

These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidder shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to delivery, freight, etc.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, products, service, or equipment considered best adapted to the County's intended use.

## **BID RESPONSE FORM:**

Each bidder shall use the Bid Response Form provided for their bid. All warranties and exceptions are to be attached to the back of the Response Form. *The bid Guarantee shall be attached to the **front** of the Response Form and Compliance Form shall be attached to the **back** of the Bid Response Form.* **All exceptions must be listed and attached to the bid response form.**

## **AWARD**

**The intent of the County is to award bid to one vendor.**

Award will be to the lowest responsible bidder meeting specifications. It is not the policy of the Baldwin County Commission to purchase on the basis of low bid only. Quality, conformity with specifications, purchase for which required, terms of delivery, finance package, resale value of equipment, and fast service and experience are among the factors that will be considered in determining the responsive bidder.

## **DELIVERY TERMS**

All orders should be delivered as soon as possible, but not more than twenty-four (24) hours after receipt of order (ARO) unless otherwise approved by staff. Partial shipments are acceptable if authorized. Items will be delivered to the address on the Purchase Order. All freight charges must be paid by the vendor.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location(s) described in "DELIVERY", above.

## **QUANTITY**

The County does not guarantee any certain quantity to be purchased from this contract.

## **CONTRACT PERIOD**

**It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period. However, the Baldwin County Commission may, at their option and in agreement with the Successful Bidder, renew the contract for up to two (2) additional years (2022 and 2023), in twelve (12) month increments. Any successive extension must have written approval of both the County and Vendor no later than 30 days prior to expiration of the previous 12-month period. The prices for 2021 shall also apply to the extension period(s).**

## **VENDOR INVOICING INSTRUCTIONS:**

All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number 2) Ship to department name and address.

**In order to ensure prompt payment, ALL ORIGINAL INVOICES \* MUST BE SENT TO:**

Baldwin County Commission  
312 Courthouse Square, Suite 11  
Bay Minette, AL 36507

**\*If invoices do not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment.**

**PRE-PAYMENT:**

No pre-payments of any kind will be made prior to shipment.

**TAX:**

Baldwin County is exempt from all tax. Provided however, bidder shall be responsible for payment of all sales, use, lease ad valorem and any other tax that may be levied or assessed by reason of this transaction.

**BID BOND:**

**Each bidder will furnish a bid bond in the amount of \$500.00.**

**HOLD HARMLESS PROVISION**

The contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including, death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications. Or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

**GENERAL**

The Baldwin County Commission expressly reserves the right to reject any or all bids, or parts of bids, and to make the award or awards as the best interest of the County appears.

It is the responsibility of the supplier to provide proof of delivery of merchandise. Proof of delivery required would consist of a signed delivery ticket by a designated county representative.

**MANUFACTURER/ITEM #**

Vendors must complete the MFR/ITEM # being bid for each item on the TARGET LIST, even if bidding the recommended MFR/ITEM #. Failure to complete this information or to bid all items on the TARGET LIST will result in bid rejection.

A copy of the completed TARGET LIST must also be submitted with the required copy of the bid response. Failure to submit a completed copy of the TARGET LIST will result in bid rejection.

**Unit pricing entered on the TARGET LIST must be "Cost" before the = % is added.**

### **DESCRIPTIVE LITERATURE**

The MFR/ITEM #S referenced provide a level of quality and unless otherwise specified are not restrictive. Vendors bidding an alternate MFR/ITEM # may be required to provide descriptive/technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 3 business days from the date of request. Failure to provide literature, to provide literature in a timely manner, or to provide literature which demonstrates that the bid item meets or exceeds specifications will result in bid rejection.

### **MATERIALS, SUPPLIES OR EQUIPMENT**

All materials, supplies or equipment being bid and delivered to the County shall be new, unused, or recent manufacture, first class in every respect, and suitable for their intended purpose.

### **CATALOGS/PRICE LISTS**

CATALOGS/PRICE LISTS must show the "COST" before the bid + % is added. CATALOGS/PRICE LISTS must be provided to the County at the time the bid is submitted.

**Each Bidder must submit their "COST" + percentage price on page 1 of 2 of the Response Form. Target items are just a list of items to compare prices.**

**BID #WG21-40 RESPONSE FORM**

Provision of Industrial Fittings, Hoses & Accessories

Page 1 of 2

Date: \_\_\_\_\_

Out of State  Yes or  No If yes, \_\_\_\_\_  
Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself  Yes or  No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

**BID AMOUNT:**

**Industrial Fittings, Hoses & Accessories**

**COST + \_\_\_\_\_ % of Catalog Items**

**A BID GUARANTEE OF \$500.00 MUST BE INCLUDED WITH THIS BID.**



**BID #WG21-40 RESPONSE FORM**

Provision of Industrial Fittings , Hoses &amp; Accessories

Page 2 of 2

**TARGET LIST**

<b>DESCRIPTION</b>	<b>RECOMMENDED MFR/ITEM #</b>	<b>MFR/ITEM # BEING BID</b>	<b>U/M</b>	<b>UNIT PRICE</b>
<b>Crimp Sleeve SS 1 1/2"</b>	<b>Breeze 150-4SS</b>		<b>EACH</b>	
<b>FHYD Adapt 04MJIC X 04MNPT</b>	<b>Parker 2404-04-04</b>		<b>EACH</b>	
<b>JIC Male Plug 7/16</b>	<b>Parker 2408-04</b>		<b>EACH</b>	
<b>FHYD Adapt 08MJIC X 08MNPT 45</b>	<b>Parker 2503-08-08</b>		<b>EACH</b>	
<b>DOT 45 Male Elbow 3/8 X 1/4</b>	<b>Parker W379PLP / 279PC6X4</b>		<b>EACH</b>	
<b>ST Bushing 1" X 1/2" PT</b>	<b>Parker 5406-16-08</b>		<b>EACH</b>	
<b>O-Ring Face Seal Plug 1"</b>	<b>Parker 839TT - 16</b>		<b>EACH</b>	
<b>Flat Face Seal CAP 1"</b>	<b>Parker FNL / FS0304C-16</b>		<b>EACH</b>	
<b>2 Wire HYD Hose 3/8"</b>	<b>Parker BXX06</b>		<b>EACH</b>	
<b>2 Wire HYD Hose 1"</b>	<b>Parker BXX16</b>		<b>EACH</b>	
<b>CP20S SS Clamp 5" ID Punch</b>	<b>Breeze F03CP20S</b>		<b>EACH</b>	
<b>Smooth Clamp SS 13/16 X 3/8</b>	<b>Breeze-CT /F03JS201</b>		<b>EACH</b>	
<b>Tank Truck Suction 3"</b>	<b>Parker 881-100R4 / H01RTT300</b>		<b>EACH</b>	
<b>FHYD Crimp 06Hose X 06FNPT</b>	<b>Parker HY06-06FF</b>		<b>EACH</b>	
<b>HYD Crimp 1/2" Hose X 1/2" FPS</b>	<b>Parker HY08-08FN</b>		<b>EACH</b>	
<b>Plastic Protector 3/8" - 7/16"</b>	<b>Parker HP-B / R12SS0B</b>		<b>EACH</b>	
<b>2 Wire HYD 100R2 1"</b>	<b>Parker R2AT-16</b>		<b>EACH</b>	
<b>Metal Braid 304 3/4"</b>	<b>Micro Flex SSB304034</b>		<b>EACH</b>	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0986, **Version:** 1

**Item #:** BE8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Terri Graham, Development and Environmental Director/Edward Fox, Deputy Development and Environmental Director

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-41 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Annual Scrap Metal & White Good Recycling Services.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

### **BID #WG21-41 SPECIFICATIONS**

The Baldwin County Commission is seeking scrap metal and white good recycling services for its Landfills and Transfer Station.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

The bid will be awarded to the **highest responsible bidder** complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions are to be attached to the back of the Response Form.

### **CONTRACT PERIOD**

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) month period. The period shall begin on August 22, 2021.

The Baldwin County Commission intends to award the bid to one vendor.

### **BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all services, materials and equipment, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all services, materials and equipment contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work performed under the Contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly, to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single

limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of completion of the work pursuant to the Contract or at the date of the final payments made by the Contractor to the County, whichever occurs first.

#### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

#### **INDEMNITY AND HOLD HARMLESS PROVISION**

To the fullest extent allowed by law, BUYER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by BUYER. BUYER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

## **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:  
Comply with the safety standards provisions of applicable laws, building and construction codes as required by the OSHA (Occupational Safety and Health Act). Contractor shall exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

## **CANCELLATION CLAUSE**

The County or Contractor reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, with or without cause.

## **SCOPE OF WORK**

The Baldwin County Commission operates two (2) landfills and one (1) transfer station for the purpose of processing solid waste materials in Baldwin County. Waste material from outside Baldwin County is not accepted at the landfills or transfer station. The landfill and transfer station facilities are as follows:

### **Magnolia Sanitary Landfill**

15140 County Road 49  
Summerdale, AL 36580

### **MacBride Construction and Demolition Landfill**

14200 County Road 64  
Loxley, AL 36551

### **Bay Minette Transfer Station**

291 Nicholville Road  
Bay Minette, AL 36507

Miscellaneous Scrap Metal, White Goods, Heavy Scrap Metal, and Sheet Aluminum are separated at each facility and stored for recycling purposes.

The Baldwin County Commission is requesting bids for the sale of *Miscellaneous Scrap Metal*, (including but not limited to sheet metal, wire, grills, swing sets, lawn furniture, steel drums and various other miscellaneous scrap metal), *White Goods*, (including but not limited to refrigerators, freezers, stoves, washers, dryers, water heaters and other appliances), *Heavy Scrap Metal* (including but not limited to brake drums, engine blocks, cylinder heads, structural steel, hydraulic cylinders, dozer tracks, nuts, bolts, screws, washers, miscellaneous hardware, and various other heavy steel or iron materials approximately ¼" thick or greater), and *Sheet Aluminum* (thin non-extruded and non-cast such as road signs). Materials are stored at the landfill and transfer station facilities.

Recycling Company (Buyer) must remove *Miscellaneous Scrap Metal*, *White Goods*, *Heavy Scrap Metal* and *Sheet Aluminum* from the facilities listed in the above section approximately

once per quarter, however Baldwin County staff reserve the right to schedule more frequent or less frequent removal as needed. Quantities of removed materials of each pick-up cycle to be typical that may be removed via semi tractor-trailer. Buyer may not “pick and choose” *Miscellaneous Scrap Metal* and *White Goods* to remove. Quantity and type of material provided to the Buyer at Baldwin county locations or delivered to the Buyer by the County at the Buyer’s designated location will be determined solely by the County. All material removed by the Buyer or delivered to the Buyer by the County at the Buyer’s designated location, will become the property of the Buyer and the responsibility of the Buyer. All collections and disposal by the Buyer shall be in accordance with all guidelines established by the Alabama Department of Environmental Management. (ADEM)

Buyer is responsible for collection of all refrigerants from refrigerant-containing appliances or equipment. Refrigerant removal may be performed on-site or off-site. A certified report of refrigerant removal conducted by a reputable firm must be submitted to the Baldwin County Solid Waste department within thirty (30) days of receipt of refrigerant-containing material.

Buyer will transport *Miscellaneous Scrap Metal*, *White Goods*, *Heavy Scrap Metal*, and *Sheet Aluminum* from facilities listed above. Baldwin County staff shall segregate *Heavy Scrap Metal* and *Sheet Aluminum* from *Miscellaneous Scrap Metal* and *White Goods*. *Miscellaneous Scrap Metal* and *White Goods* may be mixed or co-mingled for the purpose of transportation. Loading of material may be performed by Baldwin County personnel and equipment or the Buyer may self-load the material at its option. The Baldwin County Commission accepts no liability for damage to equipment owned by, rented by, or leased to Buyer.

Baldwin County may elect to self-haul *Miscellaneous Scrap Metal*, *White Goods*, *Heavy Scrap Metal*, and *Sheet Aluminum* to the Buyer and will schedule delivery of each load to the Buyer's facility in advance. Buyer will indicate on bid response form the approximate distance from the Magnolia Sanitary Landfill, 15140 County Road 49, Summerdale, Baldwin County, AL 36580 to the Buyer's facility.

Total tonnage of *Miscellaneous Scrap Metal* and *White Goods*, *Heavy Scrap Metal*, and *Sheet Aluminum* will be calculated from weigh scale load tickets as generated at the facilities listed above.

Any questions related to this Invitation to Bid are to be directed by E-mail to the Purchasing Director, Wanda Gautney, [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov)

**BID #WG21-41 RESPONSE FORM**

Annual Scrap Metal & White Good Recycling Services  
Page 1 of 2

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_  
(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_



**BID #WG21-41 RESPONSE FORM**

Annual Scrap Metal & White Good Recycling Services

Page 2 of 2

**A. Scrap Metal & White Goods transported by Buyer**

Amount Bid: \$ \_\_\_\_\_ per net ton

**B. Scrap Metal & White Goods loaded and transported by Buyer**

Amount Bid: \$ \_\_\_\_\_ per net ton

**C. Scrap Metal & White Goods self-hauled by County**

Amount Bid: \$ \_\_\_\_\_ per net ton

**D. Heavy Scrap Metal Goods transported by Buyer**

Amount Bid: \$ \_\_\_\_\_ per net ton

**E. Heavy Scrap Metal Goods loaded and transported by Buyer**

Amount Bid: \$ \_\_\_\_\_ per net ton

**F. Heavy Scrap Metal Goods self-hauled by County**

Amount Bid: \$ \_\_\_\_\_ per net ton

**G. Sheet Aluminum Metal Goods transported by Buyer**

Amount Bid: \$ \_\_\_\_\_ per net ton

**H. Sheet Aluminum Metal Goods self-hauled by County**

Amount Bid: \$ \_\_\_\_\_ per net ton

**Approximate Distance from Magnolia Sanitary Landfill to Buyer's Facility:**

\_\_\_\_\_ Miles

State of Alabama )

County of Baldwin )

## CONTRACT FOR SALE/PURCHASE OF GOODS

This Contract for Sale/Purchase of Goods is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY"), acting by and through its governing body, the Baldwin County Commission, and **BUYER**, (hereinafter referred to as "BUYER").

### WITNESSETH:

**Whereas,**

**Whereas,**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, BUYER and COUNTY do hereby agree as follows:

**I. Definitions** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. BUYER:

**II. Obligations Generally**. This document shall serve as the binding contract for the Buyer's purchase of goods from the County. All purchase transactions shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included**. The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications**. For the purpose of this Contract, the BUYER represents and warrants to the COUNTY that it possesses both the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** BUYER represents and warrants that BUYER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that BUYER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** BUYER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

**VIII. Independent Contractor.** BUYER acknowledges that it is an independent contractor, and BUYER shall at all times remain as such in performing the services under this Contract. BUYER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that BUYER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. BUYER is not entitled to unemployment insurance benefits, and BUYER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of BUYER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the BUYER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and BUYER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by BUYER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by BUYER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. BUYER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

BUYER:

COUNTY:                    Baldwin County Commission  
                                  c/o Chairman  
                                  312 Courthouse Square  
                                  Suite 12  
                                  Bay Minette, AL 36507

**XVI. Services to be Rendered.** BUYER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the

services shall include all the terms and Conditions of **“Competitive Bid #WG21-41,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-41 named, Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission.”**

A. BUYER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc., as requested. Additionally, BUYER will meet with COUNTY as needed or requested.

B. BUYER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, BUYER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. BUYER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to BUYER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of BUYER’s services hereunder or any defect or nonconformance in the work of BUYER.

B. The COUNTY **shall not** be responsible to pay BUYER for services rendered herein.

**XVIII. Termination of Services.** The COUNTY or BUYER may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, BUYER shall discontinue its work to the extent specified in the notice.

In the event of termination, the BUYER shall pay COUNTY for any scrap metal or white goods collected from COUNTY pursuant to this Contract prior to the date of termination.

**XIX. Compensation Limited.** No compensation is to be paid to the BUYER under this Contract. Any and all additional expenditures or expenses of BUYER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by BUYER or paid by COUNTY.

**XX. Payment to County.**

- A. Compensation to the COUNTY for purchased Scrap Metal and White Goods transported by Buyer shall be paid at \$ \_\_\_\_\_ per net ton.
- B. Compensation to the COUNTY for purchased Scrap Metal and White Goods loaded and transported by Buyer shall be paid at \$ \_\_\_\_\_ per net ton.
- C. Compensation to the COUNTY for purchased Scrap Metal and White Goods self-hauled by the County shall be paid at \$ \_\_\_\_\_ per net ton.
- D. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods transported by Buyer shall be paid at \$ \_\_\_\_\_ per net ton.
- E. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods loaded and transported by Buyer shall be paid at \$ \_\_\_\_\_ per net ton.
- F. Compensation to the COUNTY for purchased Heavy Scrap Metal Goods self-hauled by the County shall be paid at \$ \_\_\_\_\_ per net ton.
- G. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods transported by Buyer shall be paid at \$ \_\_\_\_\_ per net ton.
- H. Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods self-hauled by the County shall be paid at \$ \_\_\_\_\_ per net ton.

**XXI. Method of Payment.** BUYER shall submit settlement reports to the COUNTY of anticipated payment for purchased Scrap Metal and White Goods. BUYER will send the COUNTY a copy of BUYER's weights and grading for the purpose of verifying BUYER's settlement reports.

**Payment shall be made to the COUNTY within thirty (30) days of the approval of the settlement report submitted by the BUYER. The COUNTY agrees to review and approve settlement reports for payment in a timely manner.**

**XXII. Effective and Termination Dates.** This Contract shall be effective and commence immediately upon the same date of its full execution, and the same shall terminate upon the expiration of twelve (12) months or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** To the fullest extent allowed by law, BUYER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by BUYER. BUYER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, both of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General

Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
 JOE DAVIS, III /Date  
 Chairman

\_\_\_\_\_/\_\_\_\_\_  
 WAYNE DYESS /Date  
 County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of the Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Notary Public  
 My Commission Expires



**BUYER:**

*Insert Buyer Name*

\_\_\_\_\_ / \_\_\_\_\_

By \_\_\_\_\_ /Date

Its \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said County and State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Contract for Sale/Purchase of Goods, he executed the same voluntarily and with full authority on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0999, **Version:** 1

**Item #:** BE9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Tyler Mitchell, Highway Department Construction Manager

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### **ITEM TITLE**

Competitive Bid #WG21-42 - Provision of Annual Traffic Signal Repair for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Annual Traffic Signal Repair for the Baldwin County Commission; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** Highway Department staff have requested that a competitive bid be placed for the Provision of Annual Traffic Signal Repair. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 7/6/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Mail bids

**Additional instructions/notes:** N/A

### **BID #WG21-42 SPECIFICATIONS**

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

### **BID RESPONSE FORM**

Each supplier should use the Response Form provided for their bid. Exceptions to the bid specifications are to be attached to the back of the Response Form.

### **AWARD**

The bid will be awarded to the lowest responsible bidder complying with the conditions of the bid invitation provided that said bid is reasonable and is in the best interest of Baldwin County. These specifications shall be construed as minimum. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Prices bid shall be applicable for a **one (1) calendar year**. Calendar year will begin the date of full execution of the Contract.

**It is the intent of the County to award to one vendor.**

Purchase Orders will be issued for the services.

### **BIDDER QUALIFICATIONS**

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

### **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

### **TRAFFIC CONTROL, SAFETY ITEMS**

Contractor shall erect all warning signs, and provide the appropriate personnel, if required, and all other items required to safely handle traffic through work area. Traffic Control Devices shall be provided by the Contractor. Traffic Control Devices provided must comply with MUTCD.

### **CONTRACTORS AND SUBCONTRACTORS AND INSURANCE**

The Contractor shall not commence work under this contract until all the required insurance has been obtained by Contractor and approved by the County. Nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

### **COMPENSATION INSURANCE**

Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his

contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

#### **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

The Contractor agrees to maintain such coverage as is required in this section for a period of one (1) year from the date of acceptance of the work by the County or at the date of the final amounts owed the Contractor by the County, whichever occurs first.

#### **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE**

The Contractor agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability on an occurrence basis and providing property damage liability on an accident basis. This policy shall protect the Contractor against all liability arising out of the use of automobiles, both private, passenger and commercial, regardless of whether such vehicles shall be owned by the Contractor, owned by others or hired. Limits of liability for Comprehensive Automobile Liability Insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage each occurrence. The Baldwin County Commission, its departments and its employees shall be named as additional insured.

#### **COUNTY'S PROTECTIVE LIABILITY INSURANCE**

The Contractor shall at his expense provide County's protective Liability policies issued in the names of the County and its departments covering their liability for operation of the Contractor. These policies shall provide limits of liability in the amount of \$1,000,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

#### **HOLD HARMLESS PROVISION**

The Contractor shall at all times indemnify and save harmless the County and its Departments, their officers and employees, against all liability, claim of liability, loss, cost or damage, including without limitation death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the construction work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the, arising from any such cause.

The obligations of the Contractor under this Paragraph shall not extend to the liability of the departments, its agents or employees arising out of (1) the preparation or approval of maps,

drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instruction by the county's departments, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

#### **SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE**

The Contractor shall require each of his Subcontractors to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof, in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

#### **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

Comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OSHA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The Contractor shall furnish and maintain sufficient and adequate danger signals, lights, barriers, etc., as necessary to prevent accidents and to protect the work site. These items are Considered incidental and are considered as part of the Contract.

#### **CANCELLATION CLAUSE**

Baldwin County reserves the right to terminate the contract prior to the end of the period indicated upon thirty (30) day's written notice, for failure to meet required specifications. In the event of termination, **only** work performed prior to the effective date of termination **that meets specifications and that has been received in full** shall be paid by Baldwin County.

#### **LEGAL COMPLIANCE**

The Contractor shall at all times comply with all applicable federal, state, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

#### **COORDINATION WITH BALDWIN COUNTY COMMISSION**

The Contact person for the Baldwin County Commission will be Tyler Mitchell, Baldwin County Highway Department at (251) 525-0497.

#### **SCOPE OF SERVICES**

##### **General**

This contract is intended to provide **maintenance service, repair, and/or installation** of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Baldwin County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an "**All or**

**None"** basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder.

The County will issue Purchase Orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C.D. recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Baldwin County's Purchase Orders. Quantities for each item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Baldwin County.

Purchase Orders issued to the Contractor will consist of a detailed description of the work to be completed. **The Contractor shall respond to each service call within 24 hours of notice by Baldwin County.**

### **Supplies/Materials Provision In Emergency Situations**

In the event of an emergency situation (any non-planned event), where Baldwin County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor shall supply the materials.

For materials accepted by the County and used, the Contractor shall receive the actual cost of such materials delivered on the work (exclusive of machinery rentals) to which cost 15% will be added. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Baldwin County.

### **The work performed under this contract will require the following:**

- Compliance with the latest edition of:
  - a. ALDOT Standard Specifications for Highway Construction
  - b. ALDOT Standard Drawings
  - c. Manual on Uniform Traffic Control Devices
  - d. NEC
- State of Alabama Licensed Electrical Contractor.
  - a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months, and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. **Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid.**

- b. Signal Work performed under this contract must be completed by a **Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.**
- c. Roadway Lighting Work shall require a **Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician with a Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.**
- d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defect-free, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.
- e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc.) may be performed by any skilled or nonskilled employee of the Contractor, at the Contractor's discretion.
- f. All materials (equipment items) which are to be replaced, will be returned to the Baldwin County Traffic Operations Shop as directed by Baldwin County.



**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Rep. \_\_\_\_\_

(Rep. Name Typed or Printed)

Position: \_\_\_\_\_

Email address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Financing through another agency beside yourself \_\_\_\_\_ or \_\_\_\_\_  
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

\_\_\_\_\_  
Financing Agency Authorized Signature

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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**ITEMS TO BID**

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply the materials / parts as shown in the item description except during emergency situations described above.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Baldwin County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

**Roadway Lighting/ Electrical Parts**

<b>Item#</b>	<b>Item Description</b> (Item Supplied by County)	<b>Unit Cost</b>
1.	Ballast Kit / Driver	_____ each
2.	HPS Lamp	_____ each
3.	HPS Fixture (arm mounted luminaire)	_____ each
4.	LED Fixture (arm mounted luminaire)	_____ each
5.	Mounting Luminaire Arm to Metal Pole	_____ each
6.	Mounting Luminaire Arm to Wood Pole	_____ each
7.	Reset Existing Luminaire Arm on Metal Pole	_____ each
8.	Reset Existing Luminaire Arm on Wood Pole	_____ each
9.	Pole Base Fuse	_____ each
10.	Surge Arrester or Fuse Holder	_____ each
11.	Replacement Tray Cable	_____ each
12.	Circuit Breakers	_____ each

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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13.	Contactator	_____	each
14.	Photo Cell	_____	each
15.	Lighting Control Center Interior	_____	each
16.	Control Transformer	_____	each
17.	Type 1 Junction Box (13" x 24")	_____	each
18.	Type 1 Junction Box (24"x24")	_____	each
19.	Type 2 Junction Box	_____	each
20.	Electrical Service	_____	each

**Poles**

<b>Item#</b>	<b>Item Description</b>	<b>Unit Cost</b>	
21.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	_____	each
22.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	_____	each
23.	Install Mast Arm to Pole (Item Supplied by County)	_____	each
24.	Remove Pole (Item Returned to County)	_____	each
25.	Remove Mast Arm from Pole (Item Returned to County)	_____	each
26.	Install Wood Pole (buried) (Item Supplied by County - Typically 35 ft class 3)	_____	each
27.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	_____	each

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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28. Install Concrete Pole (buried)  
>50ft to 120ft  
(Item Supplied by County) \_\_\_\_\_ each

**Traffic Signal Components**

<b>Item#</b>	<b>Item Description</b> (Item Supplied by County)	<b>Unit Cost</b>
29.	Set and Wire Pole Mounted Cabinet	_____ each
30.	Set and Wire Ground Mounted Cabinet	_____ each
31.	Set and Wire Traffic Signal Head (3-section)	_____ each
32.	Set and Wire Traffic Signal Head (4-section)	_____ each
33.	Set and Wire Traffic Signal Head (5-section)	_____ each
34.	Set and Wire School Flasher (ground mount)	_____ each
35.	Set and Wire School Flasher (aerial)	_____ each
36.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	_____ each
37.	Set and Wire Flashing Beacon (ground mount)	_____ each
38.	Set and Wire Flashing Beacon (aerial)	_____ each
39.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	_____ per ft
40.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	_____ per ft
41.	Install (pull) runs of wire in conduit (County will supply wire)	_____ per ft

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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**Traffic Detection Components**

<b>Item#</b>	<b>Item Description</b>	<b>Unit Cost</b>
42.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	_____per ft
43.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	_____per ft
44.	Loop Lead-In (linear foot, saw cut) (Contractor to supply all materials)	_____per ft
45.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	_____per ft
46.	Set and Wire Video Detector (County to supply video detector parts)	_____each
47.	Set and Wire Radar Detector (Supplied by County)	_____each

**Conduit**

<b>Item#</b>	<b>Item Description</b> (Supplied by County)	<b>Unit Cost</b>
48.	Conduit Above Ground 2" or less	_____per ft
49.	Conduit Under Ground 2" or less	_____per ft
50.	Directional Bore 2" (Contractor to include HDPE casing)	_____per ft
51.	Directional Bore 4" (Contractor to include HDPE casing)	_____per ft
52.	Directional Bore 6" (Contractor to include HDPE casing)	_____per ft

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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- 53. Open Cut, Concrete Encasement 4" Pipe \_\_\_\_\_per ft  
(Contractor to include HDPE casing)
- 54. Open Cut, Concrete Encasement 6" Pipe \_\_\_\_\_per ft  
(Contractor to include HDPE casing)

**Concrete Work**

The following items will be for maintenance service, repair, and/or installation only. Baldwin County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones inside the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

<b>Item#</b>	<b>Item Description</b>	<b>Unit Cost</b>
55.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	_____cu. yd.
56.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	_____cu. yd.

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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- 57. Roadway Lighting Pole Foundation Installed \_\_\_\_\_ cu. yd.  
(County to supply the anchor bolts and template only.)
- 58. Traffic/ Roadway Pole Concrete Removal \_\_\_\_\_ cu. yd.  
(Removal to be 2 feet below existing ground)
- 59. Miscellaneous Concrete Installed \_\_\_\_\_ cu. yd.  
3 cubic yards or less  
(County to direct location. This is for various intersection work)
- 60. Traffic Controller Pad Concrete Removal \_\_\_\_\_ cu. yd.  
(Removal of complete pad)
- 61. Miscellaneous Concrete Removal \_\_\_\_\_ cu. yd.  
(County to direct location. This is for various intersection work)
- 62. 6" Core Drilling Concrete/Asphalt \_\_\_\_\_ per inch
- 63. 8" Core Drilling Concrete/Asphalt \_\_\_\_\_ per inch

**Traffic Control Device Removal**

Item to be delivered to Baldwin County Traffic Operations Shop

<b>Item#</b>	<b>Item Description</b>	<b>Unit Cost</b>
64.	Pole Mounted Cabinet	_____ each
65.	Ground Mounted Cabinet	_____ each
66.	Traffic Signal Head (3-section)	_____ each
67.	Traffic Signal Head (4-section)	_____ each
68.	Traffic Signal Head (5-section)	_____ each
69.	School Flasher (ground mount)	_____ each
70.	School Flasher (aerial)	_____ each
71.	Pedestrian Signal Head	_____ each

**BID #WG21-42 RESPONSE FORM**

Provision of Annual Traffic Signal Repair

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- |     |   |       |      |
|-----|---|-------|------|
| 72. | Luminaire Arm                                   | _____ | each |
| 73. | Flashing Beacon (ground mount)                  | _____ | each |
| 74. | Flashing Beacon (aerial)                        | _____ | each |
| 75. | Remove Span Wire Assembly (aerial pole to pole) | _____ | each |

**Additional Services**

<b>Item#</b>	<b>Item Description</b>	<b>Unit Cost</b>
76.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video/wireless panels, controller, conflict monitor, etc.)	_____ each
77.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	_____ each
78.	Service Call (2 hour Response Time) for normal business hours Monday to Friday 6am to 6pm (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	_____ per hr
79.	Service Call (2 hour Response Time) for Monday to Friday 6pm to 6am, non-planned weekend event or holiday (Items to include, but not limited to, diagnostic and/or service of: Traffic Controller, Detectors, Power Supply, Cabinet Components, Aerial Components, etc.)	_____ per hr
80.	55' Bucket Truck Service (Includes Operator)	_____ per hr
81.	Auger Truck Service (Includes Operator)	_____ per hr



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## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 80px;" type="text"/>	* First Name: <input style="width: 200px;" type="text"/>
Middle Name: <input style="width: 150px;" type="text"/>	
* Last Name: <input style="width: 350px;" type="text"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 250px;" type="text"/>	
* SIGNATURE: <input style="width: 300px;" type="text"/>	* DATE: <input style="width: 150px;" type="text"/>

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State of Alabama )

County of Baldwin )

## CONTRACT FOR PROFESSIONAL AND CONSTRUCTION SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional and construction services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations, including but not limited to Title 2 C.F.R. Part 200. For more information about the Federal Regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER:

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG21-42”**, the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG21-42 named, Provision of Annual Traffic Signal Repair for the Baldwin County Commission”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the PROVIDER. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$ \_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for twelve (12) months and commence immediately upon the same date as full execution, and shall terminate upon the expiration of twelve (12) months or upon written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker’s Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer’s Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days’ notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

**XXVIII: Surety:** As a material inducement for the County to enter this Contract, any and all bond and/or surety guarantees required by the County in reference to the Project shall be in a form acceptable to the County and shall, without limitation, meet the following requirements:

(a) Acceptance of Surety. The bond and/or surety document must be reviewed by, and be acceptable to, County staff and approved by the County Commission. In the event that such document is not in an acceptable form at any time prior to or during the effectiveness of this Contract, the services and/or work described in this Contract shall either not commence or immediately cease, depending on the situation. Any project delay that is attributable to the County's acceptance, or non-acceptance, of the bond and/or surety document form shall in no way be consider as a delay caused by the County, and the Contractor and/or Provider waives all rights to claim that any such delay was the fault of the County.

(b) Value of Surety. The bond and/or surety guarantee shall be of an amount equal to or greater than 100 percent of the total cost identified in the bid response.

(c) Term of Surety. Any bond and/or surety guarantees required by the County must be valid at all times during the life of this Contract. Notwithstanding anything written or implied herein to the contrary, in no event shall the bond and/or surety document lapse, terminate, expire, or otherwise become invalid prior to the County, or the County's authorized agent, providing a written Notice to the Provider/Contractor that the Project is in fact completed in all respects. Said Notice from the County or its authorized agent shall not be provided until the County, in its sole discretion, is satisfied that the Project is complete in all respects.

(d) Scope of the Surety. The terms and provisions of any bond and/or surety guarantee provided as part of this Project shall in all respects, without limitation, be consistent and in agreement with, the provisions of this Contract. In the event that the bond and/or surety guarantee is in conflict with this Contract, this Contract shall govern. Neither this section nor this provision limits the duties of the Provider/Contractor to satisfy all of the requirements in this Contract.



IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_  
JOE DAVIS, III/                                  Date  
Chairman

\_\_\_\_\_  
WAYNE DYESS/                                  Date  
County Administrator

State of Alabama)

County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

Insert Name

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0978, **Version:** 1

**Item #:** BE10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Jeannie Peerson, Commission Executive Assistant/Anu Gary, Administrative Services Manager

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Lease of One (1) Postage Machine for the Baldwin County Foley Satellite Courthouse

### STAFF RECOMMENDATION

Authorize the Chairman to execute the Lease Agreement with Quadient Leasing USA, Inc. (Accurate Control Equipment Inc.) for the lease of a postage machine and meter off the State of Alabama Bid for the Foley Satellite Courthouse for thirty-six (36) months as follows (Lease Agreement effective upon delivery of equipment):

- 1) Quadient Model IX7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
- 2) Quadient Model IXWP10 IX Series 10 lb Weighing Platform
- 3) Quadient Model IX7ERR iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
- 4) Quadient Model WP10STDN 10lb Scale Stand for IXWP10, ISWP10 & INWP10
- 5) Quadient Model IXDS7 Dynamic Weighing Platform for IX Series 7/7PRO Bases

\$1,374.15 per quarter - \$5,496.60 per year

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The lease agreement with Quadient Leasing USA, Inc. (Accurate Control Equipment Inc.) of Fairhope for the lease of the Postage Machine and Meter at the Foley Courthouse expires in July 2021. The lease of the equipment will be \$1,374.15 per quarter for a total of \$5,496.60 per year off the State of Alabama bid for thirty-six (36) months. The postage equipment that is currently being leased at the Foley Satellite Courthouse will be replaced with new equipment because the scale and meter is being pulled by Quadient.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$5,496.60 per year

**Budget line item(s) to be used:** 10051993.52210

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Standard State of Alabama Bid Agreement

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Letter to Vendor

**Additional instructions/notes:** N/A

**Customer**

<b>Organization</b>	BALDWIN COUNTY COMMISSION		
<b>DBA</b>	ACCOUNTS PAYABLE		
<b>Address</b>	312 COURTHOUSE SQ STE 11		
<b>City State Zip</b>	BAY MINETTE	AL	36507-4809
<b>Phone</b>	(251) 580-2520	<b>Fax</b>	

**Purchase Order - Lease**

NASPO/ValuePoint Contract #: ADSP0 16-169901  
and / or  
State Participating Addendum (PA) #:  
ADSP016 169901 (AL)

**Vendor**

<b>Company Name</b>	Quadient Leasing USA Inc. FEDERAL ID# [REDACTED]		
<b>Attention</b>	Government Sales	<b>DUNS#</b>	[REDACTED]
<b>Address</b>	478 Wheelers Farms Rd		
<b>City State Zip</b>	Milford	CT	06461
<b>Phone</b>	(866) 448-0045	<b>Fax</b>	(203) 301-2600

**Ship To**

<b>Organization</b>	FOLEY COURTHOUSE		
<b>Attention</b>	JEANNIE PEERSON		
<b>Address</b>	201 E SECTION AVE		
<b>City State Zip</b>	FOLEY	AL	36535-2769
<b>Phone</b>	(251) 972-6833	<b>Email</b>	JEANNIE.PEERSON@BALDWIN

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
36	Months	Lease Payment	\$458.05	\$16,489.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

**Products**

QTY	Product ID	Description
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:  
Quadient Leasing USA Inc.  
Dept 3682  
PO Box 123682  
Dallas TX 75312-3682
- Send all correspondence to:  
Quadient Leasing USA Inc.  
478 Wheelers Farms Rd  
Milford CT 06461

\_\_\_\_\_  
Authorized by

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**Government Product Lease Agreement  
with Postage Meter Rental Agreement**

**Section (A) Office Information**

Office Number	Office Name	Phone #	Date
601	Accurate Control Equipment Inc.	(251) 928-4976	06/09/2021

**Section (B) Billing Information**

Company Name	BALDWIN COUNTY COMMISSION		
DBA	ACCOUNTS PAYABLE		
Billing Address	312 COURTHOUSE SQ STE 11		
City State Zip+4	BAY MINETTE	AL	36507-4809
Contact Name		Phone	(251) 580-2520
Contact Title		Fax	
Email Address		PO #	

**Section (C) Installation Information** (if different from billing information)

Company Name	FOLEY COURTHOUSE		
Installation Address	201 E SECTION AVE		
City State Zip+4	FOLEY	AL	36535-2769
Contact Name	JEANNIE PEERSON	Phone	(251) 972-6833
Contact Title	ADMINISTRATIVE SUPPORT	Fax	(251) 972-6842
Email Address	JEANNIE.PEERSON@BALDWINCOUNTYAL.GOV		
Main Post Office		PO 5-Digit Zip Code	

**Section (D) Products**

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig Conf & 500 eCert labels
1	WP10STDN	10lb Scale Stand for IXWP10, ISWP10 & INWP10
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases

**Section (E) Lease Payment Information & Lease Payment Schedule**

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>  Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually  Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	<b>Number of Months</b> First    36    Monthly Payment (Plus applicable taxes) \$458.05
	Current Lease Number: <b>N18071521</b>
	<input type="checkbox"/> ACH (Customer to submit authorization form)

**Section (F) Postage Meter & Postage Funding Information**

Meter Model	<b>IX7AI</b>	Machine Model	<b>IX7</b>
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input checked="" type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: [REDACTED]	
Agency Code	Sub Agency Code		

**Service Products (Check all that apply)**

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input checked="" type="checkbox"/> Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
<input type="checkbox"/> NeoShip PLUS (EP70PLUS)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

**Section (G) Approval**

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here \_\_\_\_\_.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020), which are also available at [www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020](http://www.quadient.com/Government-Equipment-Lease-Terms-USPS-Dealer-V9-2020), and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

**Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more information visit <https://www.quadient.com/about-us/sustainable-design-and-manufacturing>.**

\*\*\*\*\* SEE PURCHASE ORDER \*\*\*\*\*

Authorized Signature	_____	Print Name and Title	_____	Date Accepted	_____
Accepted by Quadient Inc. and its Affiliates				Date Accepted	_____



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0985, **Version:** 1

**Item #:** BE11

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Brian Peacock, CIS Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Purchase of Two (2) New 5-Ton HVAC Units for the Baldwin County Annex IV Building (CIS) Located in Bay Minette, Alabama

### STAFF RECOMMENDATION

Approve and authorize the Purchasing Director to issue a Purchase Order to **Trane U.S. Inc, d/b/a Trane** for the purchase of two (2) new 5-ton HVAC units (equipment only) off the Omnia National Purchasing Contract for the Baldwin County Annex IV Building located in Bay Minette in the amount of **\$45,635.00**.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The CIS and Building Maintenance Departments are requesting that the Commission approve the purchase of two (2) 5-ton HVAC units for the Annex IV Building located in Bay Minette. The CIS Department has had continuous problems with the AC units within the Data Center of Annex IV. This data room houses most of the equipment which supports both Baldwin County Commission and other agencies. When the AC issues arise, it is a matter of minutes before the temperatures reach dangerous levels which could critically damage the data equipment. Working with Building Maintenance we have determined that our only solution is to replace the aged Leibert equipment. Trane submitted a quote for equipment only in the amount of \$45,635.00. The equipment will be installed by County Building Maintenance staff. This was not a budgeted project, but CIS and Building Maintenance fear that with the summer temperatures quickly approaching, the units need to be replaced as soon as possible. The cost of replacing damaged equipment will far outweigh the cost of updating the AC units.

The quote to replace the two (2) HVAC units received from Trane is off the Omnia National Contract. The contract for purchasing air conditioning and heating units and systems, which was awarded to Trane (RFP#15-JLP-023) has been approved for use under the provisions of Section 39-2-2(d)(1), Ala. Code (2018). The Alabama Department of Public Accounts has stated in a letter to all public

entities that based on their review of the competitive bidding process used by Omnia that all Alabama entities may use the Contract if we verify whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the HVAC units are not available on the State of Alabama contract.

This project will be funded from CIS Department account 10051965.55240.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$45,635.00

**Budget line item(s) to be used:** 10051965.55240

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Issue the purchase order and sign proposal

**Additional instructions/notes:** N/A





# Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane  
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

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**Prepared For:**  
Baldwin County Commissions

**Date:** April 14, 2021

**Proposal Number:** J5-96778-1

**US Communities/OMNIA:** USC 15-JLP-023

**Job Name:**  
Baldwin Co Commission Leibert Replacement  
1705 Hwy 31

BAY MINETTE, AL 36507

**Delivery Terms:**  
Freight Allowed and Prepaid - F.O.B. Factory

**Payment Terms:**  
Net 30 Days

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Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

**This quote is for equipment only to replace the two (2) existing Leibert Units for Baldwin County Commission.**

Equipment Quoted: (2) Two STULZ Model # TR-COS-060-AR-U-E 5 Ton Systems

Total Net Price (Excluding Sales Tax) .....\$ 45,635.00

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE <a href="http://WWW.TAXSITES.COM/STATE-LINKS.HTML">WWW.TAXSITES.COM/STATE-LINKS.HTML</a> FOR TAX FORMS.
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**COVID-19 NATIONAL EMERGENCY CLAUSE**

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

**This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).**

<p>CUSTOMER ACCEPTANCE</p>   <p>_____</p> <p>Authorized Representative</p>  <p>_____</p> <p>Printed Name</p>  <p>_____</p> <p>Title</p>  <p>Purchase Order _____</p>  <p>Acceptance Date _____</p>	<p>TRANE ACCEPTANCE</p> <p>Trane U.S. Inc. dba Trane</p>   <p>_____</p> <p>Submitted By: Brandon Crump</p> <p>Cell:</p> <p>Office:</p>  <p>_____</p> <p>Authorized Representative</p>  <p>_____</p> <p>Title</p>  <p>_____</p> <p>Signature Date</p>
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Location:  
401 Adams Avenue, Suite 280  
Montgomery, AL 36104-4338



Mailing Address:  
P.O. Box 302251  
Montgomery, AL 36130-2251  
Telephone (334) 242-9200  
Fax (334) 242-1775  
www.examiners.alabama.gov

Rachel Laurie Riddle  
Chief Examiner

May 27, 2021

Alabama Community College System  
Alabama County Commissions  
Alabama Municipalities  
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle  
CHIEF EXAMINER

**PUBLIC WORKS NOTICE:** This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, which was awarded to Trane (RFP#15-JLP-023), has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018). This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0994, **Version:** 1

**Item #:** BE12

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Junius Long, Building Facilities Coordinator

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Quotes for Installing Two (2) New HVAC Units at the Baldwin County Health Department Building in Bay Minette, Alabama, for the Baldwin County Commission

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Public Works Contract and Certificate of Compliance with **Wiley Services** in the amount **\$17,932.00** for labor only to install two (2) new HVAC units at the Baldwin County Health Department building located in Bay Minette.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The County purchased two (2) new HVAC units for the Baldwin County Health Department building located in Bay Minette to replace the old units off the Omnia National Purchasing Cooperative Contract. Three (3) quotes were received for labor only to install the new units on top of the building. The lowest quote was received from Willey Services in the amount of \$17,932.00 for labor only. Staff recommends approving the quote from Wiley Services and authorize Chairman to execute the Public Works Contract and Certificate of Compliance.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$17,932.00

**Budget line item(s) to be used:** 10051995.52310

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

Standard County Public Works Contract

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letters to Vendors

**Additional instructions/notes:** N/A

# QUOTES TO INSTALL TWO (2) NEW HVAC UNITS - BID TABULATION

Baldwin County Health Office Building located in Bay Minette

<b>BIDDER:</b>	<b>Wiley Services</b>
Total amount bid for labor to install two (2) HVAC Units:	\$17,932.00

<b>BIDDER:</b>	<b>LaConsay Heating, LLC</b>
Total amount bid for labor to install two (2) HVAC Units:	\$22,844.00

<b>BIDDER:</b>	<b>Air-Specialty, Inc.</b>
Total amount bid for labor to install two (2) HVAC Units:	\$38,348.00

State of Alabama )  
County of Baldwin )

## CONTRACT FOR PUBLIC WORKS SERVICES

This Contract for **Professional and Construction** Services is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, and Wiley Services (hereinafter referred to as "PROVIDER").

### WITNESSETH:

**Whereas**, the Baldwin County Commission staff obtained quotes for labor only to install two (2) new HVAC Units at the Baldwin County Health Office Building located in Bay Minette, Alabama; and

**Whereas**, PROVIDER presented the lowest quote to the COUNTY. Therefore, COUNTY wishes to retain PROVIDER, and PROVIDER wishes to provide those services hereinafter set out under the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. PROVIDER: Wiley Services

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.



**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Wiley Services  
P. O. Box 7724  
Spanish Fort, AL 36527  
ATTN: Scott Wiley

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of the **“Attachment A,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

**“Quotes for Installing Two (2) New HVAC Units at the Baldwin County Health Department Office Building Located in Bay Minette, Alabama for the Baldwin County Commission described in Attachment A”.**

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as,

and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY or PROVIDER may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be **\$17,932.00.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within ten (10) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective, and commence immediately upon the same date as its full execution once the equipment is received by Baldwin County Commission and shall terminate upon either the expiration of ten (10) days from the date the notice to proceed is issue, or upon a written notification thereof received by either party within the required ten (10) day period. Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This

allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** To the fullest extent allowed by law, Provider shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required

hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
JOE DAVIS, III, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
WAYNE DYESS, /Date  
County Administrator

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Joe Davis, III, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

**Wiley Services**

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)

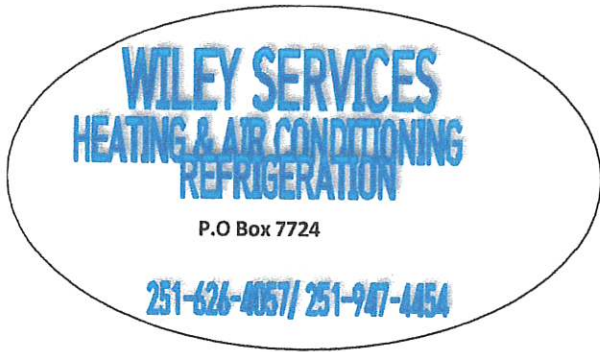
County of Baldwin )

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of whose Wiley Services name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, he executed the same voluntarily on the day the same bears date for and as an act of said Wiley Services.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires

**“ATTACHMENT A”**



PROPOSAL TO: Baldwin County Commission  
 \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 DATE: 5/17/2021

WE HEREBY SUBMIT SPECIFICATIONS FOR: 15 ton change out

**WORK INCLUDED:**

- TIE INTO EXISTING DUCTWORK      RESURFACE PLATFORM       INSTALL BAFFLE
- REPLACE \_\_\_\_\_ SUPPLY GRILLES       INSTALL \_\_\_\_\_ RETURN AIR GRILLES
- GAS PIPING       POWER WIRING       SLAB
- BRING UP TO CODE (COMBUSTION AIR, ETC.)
- COPPER, DRAIN, REFRIGERANT AND CONTROL WIRING
- ALL LABOR, MATERIALS, PERMITS
- OTHER \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DUCT SYSTEM:**

- CUSTOM DUCTBOARD TRUNKLINE      DUCT SYSTEM WITH \_\_\_\_\_ SUPPLY OUTLETS
- BRANCH DUCT WILL BE      FLEX DUCT       GALVANIZED METAL PIPE
- ADD \_\_\_\_\_ OUTLETS

**WARRANTIES:**

WARRANTY ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_  
 WARRANTY ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_

**WARRANTIES:**

**WARRANTIES:**

**SYSTEM OPTIONS:**

- 1 15 ton change out Health Department Bay Minette
- 2 System furnished by owner
- 3
- 4

**TOTAL**  
 \$ 8,966.00

**OPTIONAL ITEMS:**

- WARRANTY PROGRAMMABLE THERMOSTAT(S) (EACH)..... ADD
- WARRANTY ELECTRONIC AIR CLEANER(S) (EACH)..... ADD
- WARRANTY ONE YEAR SERVICE CONTRACT (PER SYSTEM)..... ADD
- WARRANTY FIVE YEAR PARTS AND LABOR WARRANTY (PER SYSTEM)..... ADD
- WARRANTY TEN YEAR PARTS AND LABOR WARRANTY ( PER SYSTEM)..... ADD
- WARRANTY OTHER \_\_\_\_\_ ADD

PAYMENT:       PROGRESSIVE       60/40 NEW CONSTRUCTION       PAYMENT DUE IN FULL UPON COMPLETION

AUTHORIZED SIGNATURE: \_\_\_\_\_ THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_



PROPOSAL TO: Baldwin County Commission  
 \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 DATE: 5/17/2021

WE HEREBY SUBMIT SPECIFICATIONS FOR: 7.5 ton change out

**WORK INCLUDED:**

- TIE INTO EXISTING DUCTWORK      RESURFACE PLATFORM       INSTALL BAFFLE
- REPLACE \_\_\_\_\_ SUPPLY GRILLES       INSTALL \_\_\_\_\_ RETURN AIR GRILLES
- GAS PIPING       POWER WIRING       SLAB
- BRING UP TO CODE (COMBUSTION AIR, ETC.)
- COPPER, DRAIN, REFRIGERANT AND CONTROL WIRING
- ALL LABOR, MATERIALS, PERMITS
- OTHER \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DUCT SYSTEM:**

- CUSTOM DUCTBOARD TRUNKLINE      DUCT SYSTEM WITH \_\_\_\_\_ SUPPLY OUTLETS
- BRANCH DUCT WILL BE      FLEX DUCT       GALVANIZED METAL PIPE
- ADD \_\_\_\_\_ OUTLETS

**WARRANTIES:**

- WARRANTY ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_
- WARRANTY ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_

**WARRANTIES:**

**WARRANTIES:**

**SYSTEM OPTIONS:**

- 1  15 ton change out Health Department Bay Minette
- 2  System furnished by owner
- 3
- 4

**TOTAL**  
 \$ 8,966.00

**OPTIONAL ITEMS:**

- WARRANTY PROGRAMMABLE THERMOSTAT(S) (EACH)..... ADD
- WARRANTY ELECTRONIC AIR CLEANER(S) (EACH)..... ADD
- WARRANTY ONE YEAR SERVICE CONTRACT (PER SYSTEM)..... ADD
- WARRANTY FIVE YEAR PARTS AND LABOR WARRANTY (PER SYSTEM)..... ADD
- WARRANTY TEN YEAR PARTS AND LABOR WARRANTY ( PER SYSTEM)..... ADD
- WARRANTY OTHER \_\_\_\_\_ ADD

PAYMENT:       PROGRESSIVE       60/40 NEW CONSTRUCTION       PAYMENT DUE IN FULL UPON COMPLETION

AUTHORIZED SIGNATURE: \_\_\_\_\_ THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_



STATE OF ALABAMA

CERTIFICATE OF COMPLIANCE FOR PUBLIC  
WORKS PROJECT

BALDWIN COUNTY

THE UNDERSIGNED hereby certifies that the following described final  
Contract(s) and/or bond(s) to be awarded is let in compliance with Title 39, Code of  
Alabama, 1975, and all other applicable provisions of law, to-wit:

**“Quote for Installing Two (2) New HVAC Chiller Units at the Baldwin County  
Health Office Located in Bay Minette, Alabama for the Baldwin County  
Commission.”**

IN WITNESS WHEREOF, this Certification is executed this the \_\_\_\_\_ day of  
\_\_\_\_\_, 2021.

BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
As Its Chairman

ATTEST:

By: \_\_\_\_\_  
As Its County Administrator



PROPOSAL TO: Baldwin County Commission  
 \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE: \_\_\_\_\_  
 DATE: 5/17/2021

WE HEREBY SUBMIT SPECIFICATIONS FOR: 7.5 ton change out

**WORK INCLUDED:**

- TIE INTO EXISTING DUCTWORK      RESURFACE PLATFORM       INSTALL BAFFLE
- REPLACE \_\_\_\_\_ SUPPLY GRILLES       INSTALL \_\_\_\_\_ RETURN AIR GRILLES
- GAS PIPING       POWER WIRING       SLAB
- BRING UP TO CODE (COMBUSTION AIR, ETC.)
- COPPER, DRAIN, REFRIGERANT AND CONTROL WIRING
- ALL LABOR, MATERIALS, PERMITS
- OTHER \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**DUCT SYSTEM:**

- CUSTOM DUCTBOARD TRUNKLINE      DUCT SYSTEM WITH \_\_\_\_\_ SUPPLY OUTLETS
- BRANCH DUCT WILL BE      FLEX DUCT       GALVANIZED METAL PIPE
- ADD \_\_\_\_\_ OUTLETS

**WARRANTIES:**

- WARRA ONE YEAR LABOR FIVE YEAR PARTS ANE COMPRESSOR \_\_\_\_\_
- WARRA ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_

**WARRANTIES:**

**WARRA TIES:**

**SYSTEM OPTIONS:**

- 1  15 ton change out Health Department Bay Minette
- 2  System furnished by owner
- 3
- 4

**TOTAL**  
 ₪ 8,966.00

**OPTIONAL ITEMS:**

- WARRA PROGRAMMABLE THERMOSTAT(S) (EACH)..... ADD
- WARRA ELECTRONIC AIR CLEANER(S) (EACH)..... ADD
- WARRA ONE YEAR SERVICE CONTRACT (PER SYSTEM)..... ADD
- WARRA FIVE YEAR PARTS AND LABOR WARRANTY (PER SYSTEM)..... ADD
- WARRA TEN YEAR PARTS AND LABOR WARRANTY ( PER SYSTEM)..... ADD
- WARRA OTHER \_\_\_\_\_ ADD

PAYMENT:       PROGRESSIVE       60/40 NEW CONSTRUCTION       PAYMENT DUE IN FULL UPON COMPLETION

AUTHORIZED SIGNATURE: \_\_\_\_\_

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_

**WILEY SERVICES**  
**HEATING & AIR CONDITIONING**  
**REFRIGERATION**

P.O Box 7724

251-626-4057 / 251-947-4454

PROPOSAL TO: Baldwin County Commission

PHONE: \_\_\_\_\_

DATE: 5/17/2021

WE HEREBY SUBMIT SPECIFICATIONS FOR: 15 ton change out

**WORK INCLUDED:**

- TIE INTO EXISTING DUCTWORK      RESURFACE PLATFORM       INSTALL BAFFLE
- REPLACE \_\_\_\_\_ SUPPLY GRILLES       INSTALL \_\_\_\_\_ RETURN AIR GRILLES
- GAS PIPING       POWER WIRING       SLAB
- BRING UP TO CODE (COMBUSTION AIR, ETC.)
- COPPER, DRAIN, REFRIGERANT AND CONTROL  RING
- ALL LABOR, MATERIALS, PERMITS
- OTHER \_\_\_\_\_

**DUCT SYSTEM:**

- CUSTOM DUCTBOARD TRUNKLINE      DUCT SYSTEM WITH \_\_\_\_\_ SUPPLY OUTLETS
- BRANCH DUCT WILL BE      FLEX DUCT       GALVANIZED METAL PIPE
- ADD \_\_\_\_\_ OUTLETS

**WARRANTIES:**

- WARRA  ONE YEAR LABOR FIVE YEAR PARTS ANE COMPRESSOR \_\_\_\_\_
- WARRA  ONE YEAR LABOR FIVE YEAR PARTS AND COMPRESSOR \_\_\_\_\_

**WARRANTIES:**

WARRA  TIES: \_\_\_\_\_

**SYSTEM OPTIONS:**

- 1  15 ton change out Health Department Bay Minette
- 2  System furnished by owner
- 3
- 4

**TOTAL**  
~~W~~ 8,966.00

**OPTIONAL ITEMS:**

- WARRA  PROGRAMMABLE THERMOSTAT(S) (EACH)..... ADD
- WARRA  ELECTRONIC AIR CLEANER(S) (EACH)..... ADD
- WARRA  ONE YEAR SERVICE CONTRACT (PER SYSTEM)..... ADD
- WARRA  FIVE YEAR PARTS AND LABOR WARRANTY (PER SYSTEM)..... ADD
- WARRA  TEN YEAR PARTS AND LABOR WARRANTY ( PER SYSTEM)..... ADD
- WARRA  OTHER \_\_\_\_\_ ADD

**PAYMENT:**

- PROGRESSIVE       60/40 NEW CONSTRUCTION       PAYMENT DUE IN FULL UPON COMPLETION

AUTHORIZED SIGNATURE: \_\_\_\_\_

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN \_\_\_\_\_

LaConsay Air & Heating LLC  
30930 Blakeley River Road  
Spanish Fort, AL 36527 US  
(251) 510-5755

# Estimate

**ADDRESS**

Baldwin County Commission

ESTIMATE #	DATE
1143	06/09/2021

ACTIVITY		QTY	RATE	AMOUNT
Services	Replace 7.5 ton and 15 ton systems at the Health department in Bay Minette.equipment furnished by owner.price includes crane , electrical and labor.		22,844.00	22,844.00

TOTAL

**\$22,844.00**

Accepted By

Accepted Date



**Order Estimate**

Air Specialty Inc.  
P. O. Box 2236  
Semmes AL 36575  
Phone: 251-649-0701  
Web Site: <https://air-specialty.com>  
Email: [info@air-specialty.com](mailto:info@air-specialty.com)

**Client Information**

BALDWIN CO COMM  
[abonner@baldwincountyal.gov](mailto:abonner@baldwincountyal.gov)  
Primary Phone: 600-9716  
Secondary Phone: 2513792058

**Service Address**

212 COURTHOUSE SQUARE  
BAY MINETTE, AL, 36507

**Billing Address**

312 Courthouse Sq. Ste 11  
Bay Minette, AL, 36507

**Estimate**

**Notes**

Replacement of split system (15 ton) in the commission VI area (front system)  
Is as follows:

Owner furnished equipment (Trane)

Assumptions:

- The new equipment is the same size as the existing
  - The electrical and refrigerant piping is in the same location
  - No upgrade is needed on any of the electrical
  - If refrigerant is needed, it is supplied by the owner
- WEEKEND LABOR

Project:

- Lockout and tagout the equipment for safety
- Remove the existing refrigerant out of the system
- Disconnect the electrical, ducting and refrigerant lines
- Remove the existing equipment
- Set the new equipment in place of the existing
- Clean the refrigerant lines to be reused
- Reconnect the electrical, refrigerant lines and ducting
- Pull a vacuum on the system to make sure it is leak free
- Charge with refrigerant (owner supplied)
- Startup and commission for proper operation

\*\*\*NOTE\*\*\*

Warranty- 90 days labor  
Crane rental is included in the proposal  
SPRINKLER SYSTEM AND CABLE TRAY REMOVED BY OTHERS

Description Of Service	Quantity	Unit Price	Amount
Custom Install	1	\$21,892.00	\$21,892.00

Sub Total	\$21,892.00
Sales Tax	\$0.00
Total	\$21,892.00
Payment	\$0.00
Credit Card	\$0.00
Balance	\$21,892.00



**Order Estimate**

Air Specialty Inc.  
 P. O. Box 2236  
 Semmes AL 36575  
 Phone: 251-649-0701  
 Web Site: <https://air-specialty.com>  
 Email: [info@air-specialty.com](mailto:info@air-specialty.com)

**Client Information**

BALDWIN CO COMM  
 abonner@baldwincountyal.gov  
 Primary Phone: 600-9716  
 Secondary Phone: 2513792058

**Service Address**

212 COURTHOUSE SQUARE  
 BAY MINETTE, AL, 36507

**Billing Address**

312 Courthouse Sq. Ste 11  
 Bay Minette, AL, 36507

**Estimate**

**Notes**

Replacement of split system (7.5 ton) in the commission VI area  
 Is as follows:

Owner furnished equipment (Trane)

**Assumptions:**

- The new equipment is the same size as the existing
- The electrical and refrigerant piping is in the same location
- No upgrade is needed on any of the electrical
- If refrigerant is needed, it is supplied by the owner

**Project:**

- Lockout and tagout the equipment for safety
- Remove the existing refrigerant out of the system
- Disconnect the electrical, ducting and refrigerant lines
- Remove the existing equipment
- Set the new equipment in place of the existing
- Clean the refrigerant lines to be reused
- Reconnect the electrical, refrigerant lines and ducting
- Pull a vacuum on the system to make sure it is leak free
- Charge with refrigerant (owner supplied)
- Startup and commission for proper operation

**\*\*\*NOTE\*\*\***

Warranty- 90 days labor  
 Crane rental is included in the proposal

Description Of Service	Quantity	Unit Price	Amount
Custom Install	1	\$16,456.00	\$16,456.00

Sub Total	\$16,456.00
Sales Tax	\$0.00
Total	\$16,456.00
Payment	\$0.00
Cash	\$0.00
Balance	\$16,456.00





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1035, **Version:** 1

**Item #:** BE13

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Seth Peterson, Pre-Construction Manager

**Submitted by:** Loren Lucas, Assistant Purchasing Director

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### ITEM TITLE

Quote for the Purchase and Delivery of Two (2) Pre-cast Concrete Restroom Buildings at the Intracoastal Waterway (ICW) Boat Launch Located in Orange Beach, Alabama, for the Baldwin County Commission

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Contract with CXT, Inc., for the Purchase and Delivery of two (2) Pre-cast Concrete Restroom Buildings at the Intracoastal Waterway (ICW) Boat Launch located in Orange Beach with **CXT, Inc., in the amount of \$197,995.18; Delivery Time: 120 days** after receipt of order which is being purchased via the Sourcewell National Purchasing Contract.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Commission approved an additional \$1.3M over the construction cost during the May 18, 2021, meeting for the Intracoastal Waterway (ICW) Boat Launch project needed for associated projects at the launch. A quote was received from CXT, Inc., in the amount of \$197,995.18 for the purchase and delivery of two (2) 26' x 10' pre-cast concrete restroom buildings for the Intracoastal Waterway (ICW) Boat Launch. The pre-cast buildings will be purchased off the Sourcewell National Purchasing Contract. The Alabama Department of Public Accounts has stated in a letter to all public entities that based on their review of the competitive bidding process used by Sourcewell that all Alabama entities may use the Sourcewell National Purchasing Contract as long as it is first verified whether or not the goods are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchasing program. The Purchasing Director has verified that the pre-cast building is not on the current State of Alabama contract.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$197,995.18

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**Budget line item(s) to be used:** HW200310000

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Brad Hicks, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to vendor

**Additional instructions/notes:** N/A

Quote #: **JCHA100ISO-1**



, Inc. an L.B. Foster Company

**Mailing Address:**

CXT Incorporated, an LBFoster Co.  
606 N. Pines Road, Suite 202  
Spokane Valley, WA 99206

**Phone:** (800) 696-5766  
**Fax:** (509) 928-8220  
**Date:** 04/20/2021

**To:** **Baldwin County**  
312 Courthouse Square  
Bay Minette, AL 36507  
**Attention:** Stacy Appleton  
**Phone:** (251) 972-8564

**Re:** Price based on Sourewell Contract #  
030117-CXT

Our quotation for the Dakota building is as follows:

Dakota multi-user flush toilet building with simulated "shed roof" rib metal roof and board & bat over horizontal lap wall texture, two tone color, five 16-gauge galvanized steel doors and frames, marine package, vitreous china plumbing fixtures (4-lavatories, 4-water closets), elec hot water heater, four soap dispensers, four Saniflow hand dryers, four 3-roll toilet paper holders, four programmable exhaust fans, four GFI outlets, four floor drains, four s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, preplumbed for Elkay ADA frost free drinking fountain with bottle filler (customer to provide fountain), preplumbed with J-boxes and conduit, motion controlled interior lights and photo cell controlled exterior lights. PE Stamped drawings and State Approvals included. Ref 21-128P

Per Building  
\$98,997.59

\$98,997.59

**FOB:** Freight FOB: Destination. Price includes delivery, off-loading and setting the building on a customer prepared pad and utility stub in the Baldwin County, AL area. Final connection of utilities included.

**Terms:** Net 30 with Credit Approval.

**Shipment:** Within 120 days ARO after receipt of an approved MI (Manufacturing Insurrections) and State approvals.

**Notes:** **Sales tax not included**                      **Number of Units: 2** x \$98,997.59 = **\$197,995.18** Total + tax if applicable.

**Important:** Tractor trailer and crane must have access to site and literally set up next to the utility pad for off- loading of the building. If drop deck trailer cannot gain access to the site then additional site access requirement fees will be incurred. Road must allow standard 120' truck and trailer clear passage to site. It is the customer's responsibility to address any encumbrances to site access.

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

**L.B. FOSTER COMPANY**

By \_\_\_\_\_  
Jeff Chambers  
JChambers@lbfoster.com

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_ (Customer Name)

\_\_\_\_\_ (Signed)

## CONDITIONS OF SALE

1. Taxes: Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms

Payment to CXT by the purchaser shall be made net 30 days after the submission of the invoice to the purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law, or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning the 35th day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a retention be taken and purchaser shall pay the full invoiced amount without offset or reduction. These terms are available upon approval of credit.

3. Quotation Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.

4. Drawings

Prices do not include any documentation other than standard drawings, packing lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering seals, state approvals, drawings, or insignias are required additional charges may incur.

5. Delivery

Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building worksheet(s) and signed contract/purchase order. In the event delivery of the buildings ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment, the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be invoiced at the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the price originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1 1/2% of contract price per month or part of any month will be charged.

6. Fuel Costs

Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.

7. Responsibilities of the Customer:

- A. Stake exact location building is to be set, including orientation.
- B. Provide clear and level site, free of overhead and/or underground obstructions.
- C. Provide site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements.
- D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
- E. Customer is responsible for all permits required.
- F. Completing and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.

8. Access to Site

For installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternative site with better access.

To safely offload the facility referred to within this quotation, CXT must have clear and unobstructed access next to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the final offloading site. Should CXT be required to obtain a larger crane than quoted due to site amenities or hardscapes, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.

9. Installation

- A. Full Install. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site, and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unscheduled site work will be billed to the customer.
- B. Set-Only Install. If the customer opts to prepare the hole, and do earthwork preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18'x18' for their outriggers. Truck(s) carrying the vaults and the building systematically pull up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a flush building, or a customer prepared excavation/hole prep is not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
- C. Ship-Only. If customer opts to self-install their building CXT can provide a drawing of the recommended lifting/rigging arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customer's cost) within 2 weeks (14) days or a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/rigging arrangements. The CXT arrangements will help prevent damage to the building. CXT will not take responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/rigging arrangements.
- D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities at the customer's location.
- E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additional or changed work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.

10. Transportation

Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a(n) ...

Cascadian/Rocky Mountain - Requires 1 truck. When shipped in 2-pieces (standard) the building with vault is shipped on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height clearance to access site.

Gunnison - Requires 1 truck. Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.

Quote #: JCHA100E5B-1

150-1

6/25/21

Tioga Spécial • Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

Dbl Cascadian/Dbl Rocky Mountain • Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a dbl-drop or low boy trailer (approximate ground clearance of 4 to 6") and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75' to 80'. Must have 14' height and 14' width clearance to access site.

Cortez/Ozark /Teton/Pioneer - Requires 1 truck: Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.

Large Flush, Sectional, or Custom Bldgs -  
(Arapahoe/Ozark//Cheyenne/Montrose/Taos/Rainier/PomonayNavajo/Malibu/Kodiak/FontanayDiablo/Denali)  
Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6"). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Denali model could ship on either an RGN trailer or a dbl-drop.

Schweitzer/Mendocino - Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects against materials and workmanship for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warranties all components sold within all structures pursuant here to when delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely effect the stability or reliability thereof;

To any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In no event shall either party be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall either party be liable to the other for damages in excess of the purchase price of the goods herein offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e. payment bonds) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If, at Buyer's request, goods covered by this document are held at Seller's facility or service provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and pay said invoice based on payment terms set forth herein.

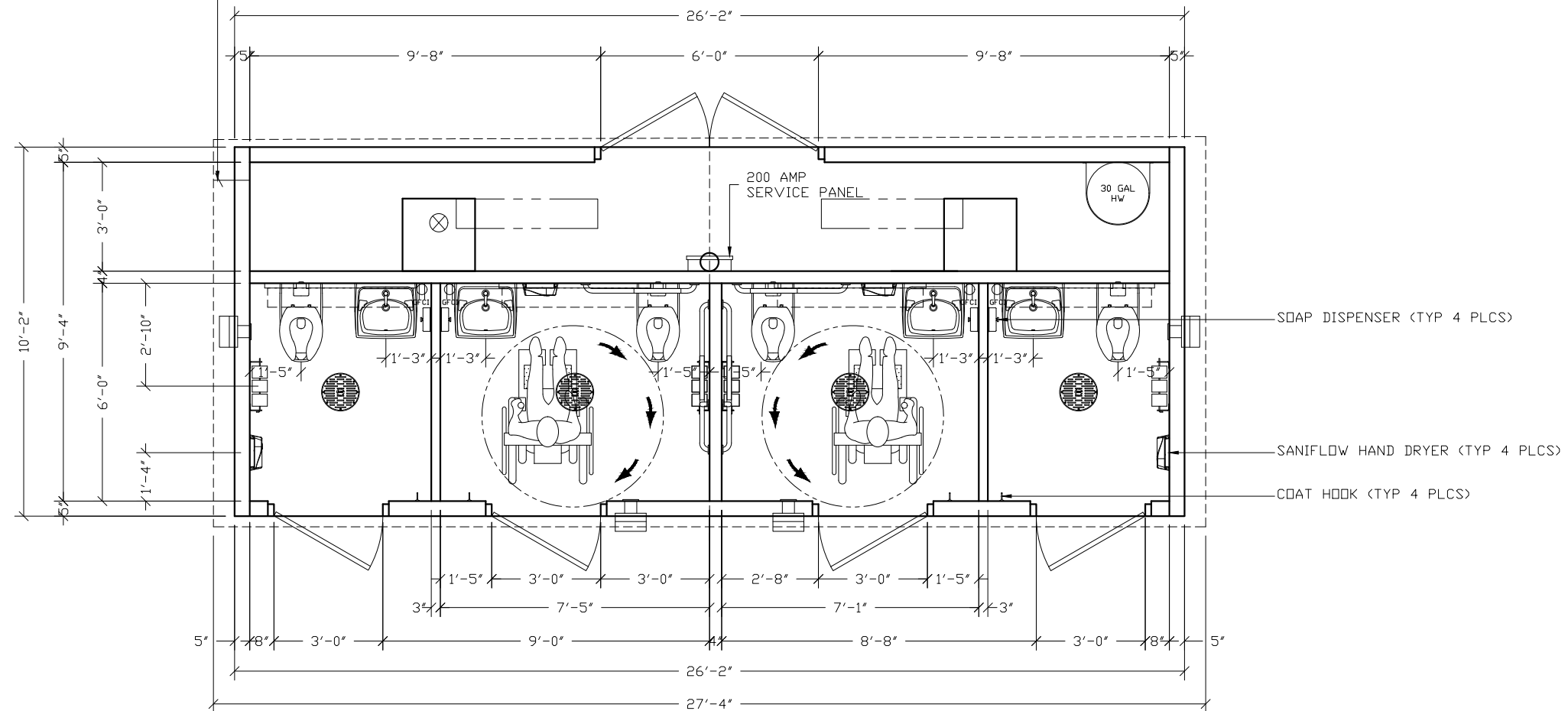
17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

18. Indemnity

CTX does hereby indemnify and agree to hold Buyer, its elected officials, directors, employees, agents, attorneys, successors and assigns ("Buyer") harmless from and against any and all claims, costs, demands, damages, judgments and liabilities, including, without limitation, reasonable attorneys' fees, paid or incurred by Buyer arising out of or by virtue of (i) any injury or damage to person, including death, or property to the extent caused by or arising out of CTX's (or by CTX's agents, employees or contractors) (together, "CTX") performance or non-performance of any of its obligations under this Agreement; or by virtue of (ii) CTX's failure to pay any bills, invoices, costs or other charges relating to the work or services performed by any third party or person for, on behalf of, or at the request of CTX under this Agreement. The indemnification obligations of this paragraph shall survive the expiration or termination of this Agreement.

WOODFORD B65 LOCKABLE  
EXTERIOR HOSE BIB



**CXT**  
**Precast Products**

6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687  
901 N. Highway 77 Hillsboro, TX 76645  
362 Waverly Road Williamstown, WV 26187

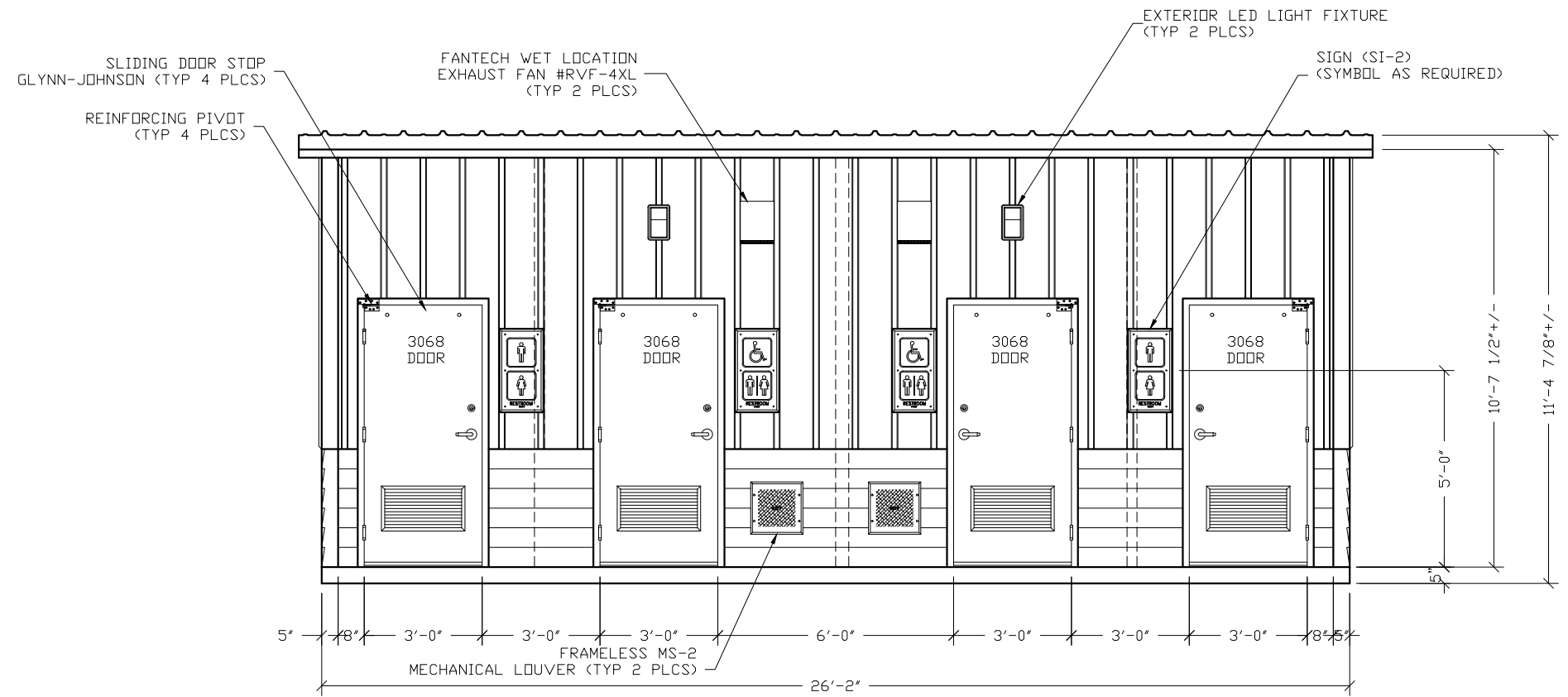
PROJECT TITLE  
**SANTIAGO**  
PROPOSAL NUMBER 21-128P

NOTICE  
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CXT Incorporated

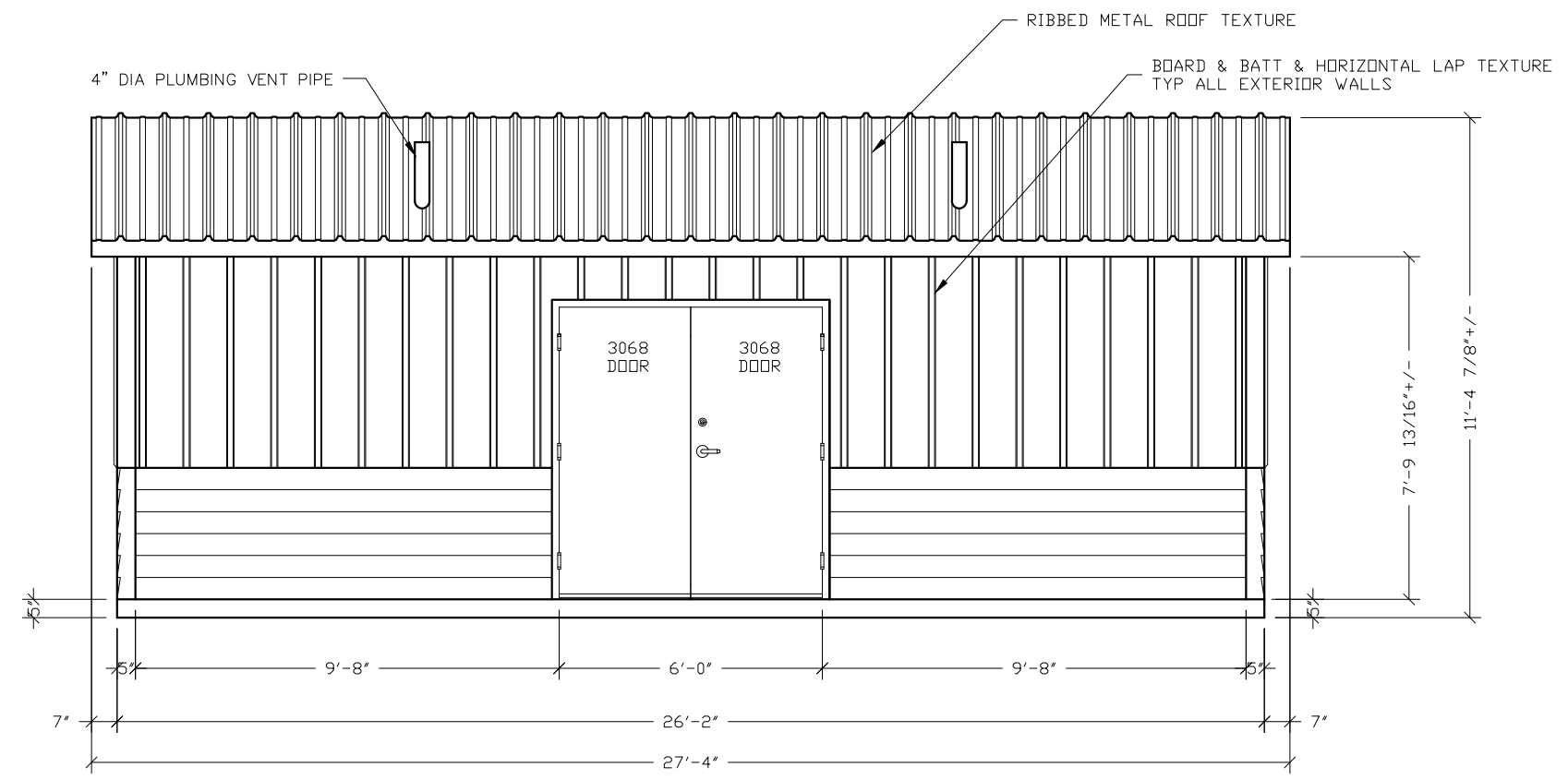
REV.	DESCRIPTION	APPROVAL	DATE
SCALE	3/8"=1'-0"	DATE	05-17-21
DRAWN	FM5	FILE NO.	21.128P.01
CHECKED	MCT	PLOT	32

FLOOR PLAN

DWG NO.	SHEET	REV.
S-03	3	



FRONT ELEVATION



REAR ELEVATION

**CXT**  
Precast Products  
6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687  
901 N. Highway 77 Hillsboro, TX 76645  
362 Waverly Road Williamstown, WV 26187

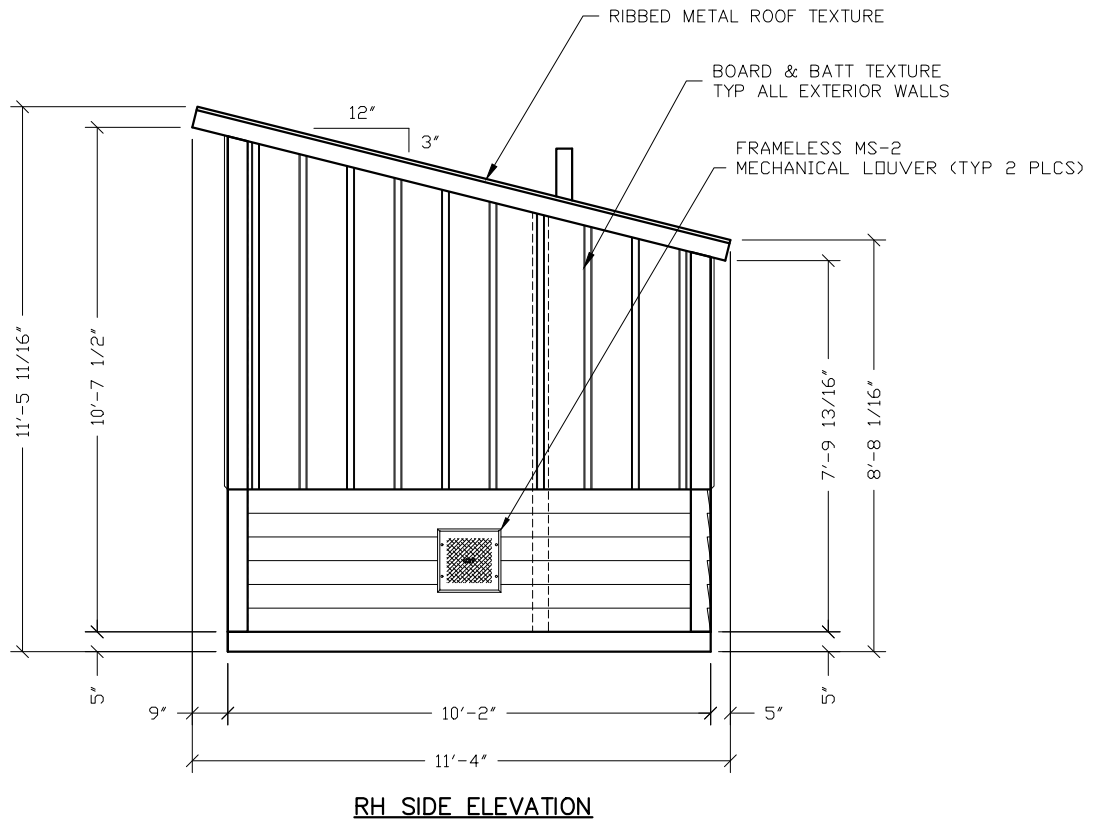
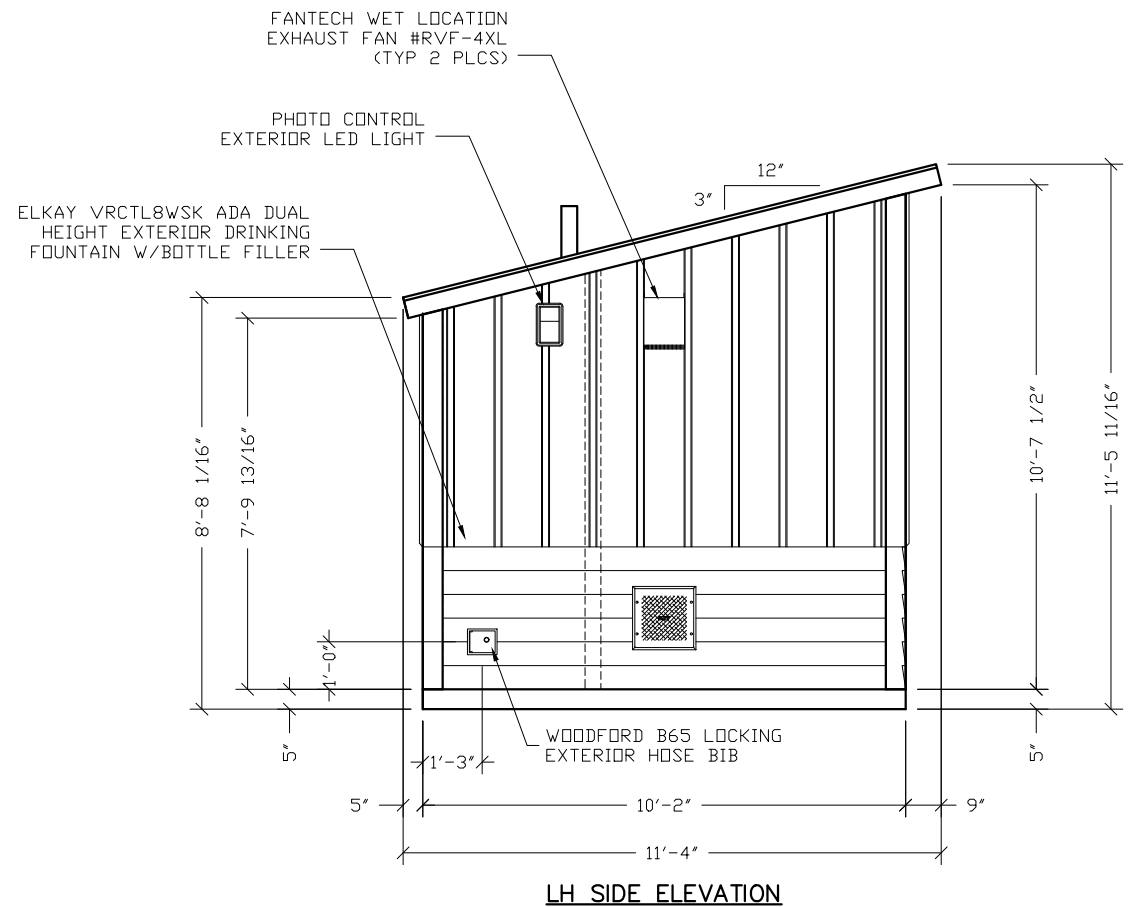
PROJECT TITLE  
**SANTIAGO**  
PROPOSAL NUMBER 21-128P

NOTICE  
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CXT Incorporated

REV.	DESCRIPTION	APPROVAL	DATE
SCALE	1/4"=1'-0"	DATE	05-17-21
DRAWN	FM5	FILE NO.	21.128P.02
CHECKED	MCT	PLOT	48

BUILDING ELEVATIONS

DWG NO.	SHEET	REV.
S-04	4	



6707 E. Flamingo Ave. Bldg 300, Nampa, ID 83687  
 901 N. Highway 77 Hillsboro, TX 76645  
 362 Waverly Road Williamstown, WV 26187

PROJECT TITLE  
**SANTIAGO**  
 PROPOSAL NUMBER 21-128P

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REV.	DESCRIPTION	APPROVAL	DATE

SCALE	1/4"=1'-0"	DATE	05-17-21
DRAWN	FM5	FILE NO.	21.128P.03
CHECKED	MCT	PLOT	48

**BUILDING ELEVATIONS**

DWG NO.	SHEET	REV.
S-05	5	





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1041, **Version:** 1

**Item #:** BE14

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Madison Steele, Parks Supervisor

**Submitted by:** Wanda Gautney, Purchasing Director

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### **ITEM TITLE**

Quotes for Repairs to the Josephine Park Fishing Pier located in Josephine, Alabama, for the Baldwin County Commission

### **STAFF RECOMMENDATION**

Approve Change Order #1 for repairs to the Josephine Park fishing pier located in Josephine, Alabama, with **Blade Construction, LLC in the amount of \$4,800.00** and authorize the Chairman to execute the Change Order.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

05/04/2021 meeting: Awarded the quote for repairs to the Josephine Park fishing pier located in Josephine, Alabama, to Blade Construction, LLC in the amount of \$16,156.00 and authorized the Chairman to execute the Public Works Contract and the Certificate of Compliance.

**Background:** The Parks Department is submitting to the Commission for approval Change Order #1 for repairs to the Josephine Park fishing pier located in Josephine, Alabama, which was damaged during Hurricane Sally. It was discovered during the pier repairs that the galvanized lag bolts in the pilings underneath the pier decking are rusted and almost worn through. The contractor, Blade Construction, submitted a quote of \$4,800.00 to replace the 240 lag bolts with stainless steel bolts while they are repairing the fishing pier. The original contract cost was \$16,156.00. Total cost of this project including the Change Order #1 will be \$20,956.00.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$4,800.00

**Budget line item(s) to be used:** 14457200.55901

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

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**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Vendor

**Additional instructions/notes:** N/A

# CHANGE ORDER

Order No. 1

Date: 6/30/2021

Agreement Date: May 27, 2021

NAME OF PROJECT: Quotes for Repairs to the Josephine Park Fishing Pier located  
in Josephine, Alabama

OWNER: Baldwin County Commission

CONTRACTOR: Blade Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Add 240 stainless steel lag bolts to replace the rusted and almost worn through galvanized lag bolts in pilings underneath the pier decking.

**TOTAL** **\$ 4,800.00**

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The Original (CONTRACT PRICE)	\$ 16,156.00
Net change by previously authorized Change Orders	\$ 0.00
The (Contract Price) prior to this Change Order was	\$ 16,156.00
The new (Contract Price) will be (decreased) by this Change Order	\$ 4,800.00
The new (CONTRACT PRICE) including this CHANGE ORDER will be	\$ 20,956.00

CONTRACTOR: Colin Uter

RECOMMENDED: Madison Steele

OWNER: \_\_\_\_\_

**From:** [Steve Brown](#)  
**To:** [Wanda Gautney](#)  
**Cc:** [Madison Steele](#); [Colin Uter](#)  
**Subject:** Josephine extra bolts  
**Date:** Wednesday, June 30, 2021 10:00:10 AM

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This message has originated from an External Source. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

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Wanda

We can add 240 stainless steel lag bolts for \$4800.

Sent from my iPhone



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1016, **Version:** 1

**Item #:** BE15

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wanda Gautney, Purchasing Director/Probate Judge Harry D'Olive

**Submitted by:** Wanda Gautney, Purchasing Director

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### ITEM TITLE

Service Agreement for the Restoration and Preservation of Old Baldwin County Probate Deed Books and Documents for the Baldwin County Commission

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the Service Agreement with **Kofile Technologies, Inc., in the amount \$398,879.25** for the restoration and preservation of the old Baldwin County Probate Deed Books and Documents.

This Agreement will become effective on July 6, 2021 and will remain in effect for one (1) year unless terminated as set forth in the attached Service Agreement. This Agreement will automatically renew for up to three (3) consecutive one (1) year terms unless a party provides no less than sixty (60) days -notice of non-renewal to the other party.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Probate Judge Harry D'Olive has requested the Commission approve the attached Contract with Kofile Technologies, Inc., in the amount of \$398,879.25 for the restoration and preservation of the old probate deed books and documents. This project will involve deacidifying the pages, removing the tape, restoring the torn and cleaning up the pages so mildew will not be a problem. Kofile Technologies will put the information on a thumb drive for the county to save the historical data. To further prolong the life of the books, a special cover will be added which will protect against moisture and fire.

Kofile Technologies is a sole source provider specializing in the restoration and preservation of old books and documents. Kofile is the developer, manufacturer, and distributor of the Lay-Flat Archival Polyester Pocket and Disaster Safe County Binder. Kofile owns the US Patent # 7,943,220 for the Lay Flat Archival Polyester Pocket and US Patent # 10,160,255 for Disaster Safe County Binder.

This project will be funded from Probate Data Processing Fund 721.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$398,879.25

**Budget line item(s) to be used:** 72158400.51500 Contract Services 721 Data Processing Fund

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Brad Hicks, County Attorney

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** 07/06/2021

**Individual(s) responsible for follow up:** Wanda Gautney, Purchasing Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Letter to Vendor

**Additional instructions/notes:** N/A



**Kofile Technologies, Inc. and  
Baldwin County, Alabama  
Service Agreement**

**THIS SERVICE AGREEMENT FOR Preservation of Deed Volumes** (the "Agreement"), effective as of July \_\_, 2021 (the "Effective Date"), is between **BALDWIN COUNTY, ALABAMA**, a political subdivision of the State of Alabama, by and through the Baldwin County Commission (hereinafter referred to as the "County"), an entity with administrative offices located at 220 Courthouse Square, Bay Minette, AL 36507, and **KOFILE TECHNOLOGIES, INC.**, a Delaware corporation, with a principal location at 6300 Cedar Springs Road, Dallas, TX 75235 (hereinafter referred to as "Kofile").

**WHEREAS** the County is committed to preserving and maintaining its records for the benefit and use of the County and the public and is in need of preservation services for its records to further those preservation efforts;

**WHEREAS** the County desires to retain Kofile for certain preservation services related to certain County records as set forth in a Schedule to this Agreement (collectively the "Records");

**WHEREAS** Kofile is qualified and desires to perform preservation services for County including those more specifically identified in a Schedule to this Agreement. Preservation Services may include conservation, deacidification, encapsulation, rebinding, re-creation, image capture, image processing, indexing and microfilming, and other related services as the parties may agree from time to time in a Schedule to this Agreement (the "Preservation Services");

**NOW, THEREFORE**, in consideration of the premises, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**1. Scope of and Timing of Services.** During the term of this Agreement, and consistent with the terms and conditions set forth herein, Kofile will provide County with Preservation Services (the "Services") as set forth in one or more Schedules to this Agreement. Schedule A attached hereto is effective upon the execution of this Agreement. Future Schedules, if any, will be effective upon their execution by both parties.

Unless otherwise specific in a Schedule, Kofile shall arrange for the transport of the Records to and from Kofile's place of business as mutually agreed to by the parties. Upon receiving the Records, or each batch of the Records (as the case may be), at Kofile's place of business, Kofile shall use reasonable efforts to complete the Preservation Services upon the Records and deliver the Preserved Data, or each batch of Preserved Data, to the County within the time period(s) indicated in a Schedule or as agreed to by the parties for each project.

**2. Term.** This Agreement will become effective on the Effective Date set forth above and will remain in effect for one (1) year unless terminated as set forth herein. This Agreement will automatically renew for up to three (3) consecutive one (1) year terms unless a party provides no less than sixty (60) days-notice of non-renewal to the other party. The Termination rights set forth in Section 3 will be applicable to this Agreement or any individual current or future Schedule thereto.



The termination of any particular Schedule will not terminate this Agreement or another Schedule. Termination of the Agreement will terminate all Schedules.

**3. Termination.** This Agreement is subject to termination for convenience and without penalty by either party upon not less than ninety (90) days written notice to the other party. Either party may terminate this Agreement or any Schedule thereto, for a material breach if such breach remains uncured after ten (10) days written notice by the other party. Unless provided for otherwise therein, each Schedule to this Agreement is subject to termination for convenience and without penalty upon not less than ninety (90) days written notice to the other party. Kofile will use reasonable efforts to cease efforts upon notice of termination. County will be responsible for payment of all Preservation Services completed through the termination date.

**4. Compensation and Invoicing.** County agrees to pay Kofile for the Preservation Services in accordance with the payment provisions set forth in each Schedule to this Agreement. Kofile shall submit an invoice to County for each payment due, and County agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark. Timely payment is a material term of the Agreement.

**5. Indemnification.** Kofile shall defend, indemnify, and hold harmless the County and its commissioners, officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments or other liabilities arising out of Kofile's negligent performance of any Preservation Services provided pursuant to this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or liabilities **(a)** arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the County or **(b)** concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information in any of the Records.

**6. Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING FIVE-HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). EXCEPT FOR LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**7. Insurance.** Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$1,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$1,000,000.00 combined single limit, (c) Umbrella Liability insurance of not less than \$5,000,000.00, (d) Workers' Compensation insurance meeting or exceeding the





statutory requirements, and (e) Errors and Omissions insurance of not less than \$1,000,000.00. A Certificate of Insurance confirming such insurance and limits will be provided to the County upon request. Kofile shall cause insurer to furnish to County future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide County with no less than thirty (30) days-notice of any material change, notice of non-renewal or cancellation.

**8. Fiscal Funding.** Notwithstanding any provisions contained herein, the obligations of County under any Schedule to this Agreement are expressly contingent upon the availability of funding for each item and obligation contained herein for the term of the Agreement and any extensions thereto. In the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate any Schedule to this Agreement by written notice to Kofile at the earliest possible time prior to the end of its fiscal year. Upon County's termination for lack of sufficient funding, each party shall return all products, documentation, and other information disclosed or otherwise delivered to the other party prior to such termination. County shall pay for all services performed up through and including the date of termination, and any licenses granted hereunder shall terminate.

**9. Independent Contractor.** Kofile, including its agents or employees, is an independent contractor and not an agent, servant, joint enterpriser, joint venture or employee of the County, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

**10. Taxes.** County represents as an entity of the State it is exempt from the payment of state and local sales, excise, and use tax and federal excise tax, and it shall therefore not be liable or responsible to the Kofile for the payment of such taxes under this Agreement.

The fees paid to Kofile pursuant to this Agreement are inclusive of any applicable sales, use, personal property or other taxes based upon or measured by Kofile's cost in acquiring materials and supplies or providing Preservation Services including all personal property and use taxes, if any, due on equipment owned by Kofile.

Kofile accepts full and exclusive liability for the payment of any and all contributions or taxes including for Social Security, Workers' Compensation Insurance, and Unemployment Insurance, imposed under any state or federal laws based upon by the wages, salaries, or other remuneration paid to persons employed by Kofile for work performed under the terms of this Agreement and agrees to indemnify and save harmless the County from any such liability.

**11. Corporate Good Standing.** Kofile represents and warrants that it: (a) is a corporation duly incorporated, validly existing and in good standing; (b) has all requisite corporate power and authority to execute, deliver, and perform its obligations hereunder; and (c) is duly licensed, authorized, or qualified to do business and is in good standing in every jurisdiction as necessary to perform its obligations hereunder.



**12. No Actions, Suits, Proceedings or Debarment.** Kofile warrants that there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies that at the time of this Agreement, Kofile was not on the federal government's list of suspended, ineligible, or debarred contractors and that Kofile has not been placed on this list at the time of the contract execution. Kofile will notify County if it becomes suspended, ineligible or debarred.

**13. Professional Quality.** Kofile warrants to the County that all Preservation Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If any work is reasonably determined by County to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to rework of the unsatisfactory product without change to the original specifications and without regard to the amount of the effort expended on the original work product.

**14. Ownership of County Records.** All of the Records shall remain the property of the County. The Records shall not be used by Kofile other than in connection with providing the Preservation Services pursuant to this Agreement. Kofile shall not destroy any Records. At no cost to County, Kofile shall upon request: (a) promptly make a copy of a Record or other record and send it to the County, or (b) promptly return to County, any Records or other documents of County that it may possess or control.

**15. Notices.** Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, three (3) business days after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other address as shall be specified by written notice delivered in accordance herewith:

If to the County:

Baldwin County  
220 Courthouse Square  
Bay Minette, AL 36507  
Attention: Hon. Harry D'Olive, Jr.

If to Kofile

Kofile Technologies  
6300 Cedar Springs Road  
Dallas, TX 75235  
Attention: Legal department  
Michael.strachan@Kofile.com

**16. Order of Precedence of Related Documents.** In the event of a conflict or ambiguity within, between or among the provisions of this Agreement and/or any of the referenced or incorporated documents, all parties agree that the provisions of this Agreement shall take precedence.

**17. Assignment.** Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of the County. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.



**18. Amendments and Changes in the Law.** No modification, amendment, notation, renewal, change order, or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties hereto.

**19. Confidentiality.** Information disclosed by a party to the other for purpose of work to be performed under this Agreement or information that comes to the attention of a party during the course of performing such work, that is not considered to be in the public domain, is to be kept strictly confidential. Each party agrees to use each other's confidential information only for the purposes of this Agreement and shall not disclose confidential information to any third-party except as required by law or with the other party's prior written consent.

**20. Governing Law; Forum.** This Agreement shall be construed and enforced in accordance with the substantive and procedural laws of the State of Alabama, without reference to its principles of conflict of laws with proper venue for any action arising hereunder lying in Baldwin County, Alabama.

**21. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings and Agreements between the parties, whether written or oral, relating to the same subject matter. This Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**22. Severability.** If any provision of the Agreement is constructed to be illegal or invalid, this will not affect the legality of validity of any of the other provisions in this Agreement. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.

**23. Counterparts; Number and Electronic Signatures.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures delivered by email in .pdf format shall be deemed original signatures for purposes of this Agreement.

**24. Signatory Warranty and Binding Effect.** The undersigned signatories for the parties hereby represent and warrant that they are officers of their respective organizations for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective organizations and that the executions hereof are the acts of the parties involved and constitute legal, valid, and binding obligations of the respective parties.


**25. Attorney Fees.** In the event County is forced to employ an attorney to enforce any of the terms of this Agreement as a result of a breach of this Agreement by Kofile, the County shall be entitled to recover from Kofile its reasonable costs and expenses, including a reasonable attorney's fees, incurred in connection therewith.

\*\*\*\* Signature Page below \*\*\*\*



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

**KOFILE TECHNOLOGIES, INC.**

  
\_\_\_\_\_  
Jonathan Mohn  
President

**Baldwin County Commission**

\_\_\_\_\_  
Joe Davis, III  
Chairman of the Baldwin County  
*Commission*

ATTESTED TO:

\_\_\_\_\_  
By: Wayne Dyess  
Its: County Administrator



## **SCHEDULE A- 2021 Preservation and Archival Imaging of County Records**

### **A. Records Volumes and Pricing:**

Kofile will perform the preservation services and archival imaging for the County Deed Books identified by Volume below in Section D of this Schedule. County acknowledges pricing set forth herein is based upon a good faith estimate of page counts and condition. Actual pricing will be based upon actual page counts, condition of records and the applicable unit pricing such that actual billing may vary from the estimate provided.

### **B. Payment Terms:**

Payment to Kofile will be due in three (3) equal monthly payments of \$132,965.75 based upon the estimated total of \$398,879.25 Kofile will invoice County for the first payment upon execution of the Agreement. Payment terms are net 30 from the receipt of each invoice. Kofile will issue a final invoice or refund to County based upon actual final total cost within thirty (30) days of project completion. Each invoice will be provided to the County as directed or otherwise will be mailed directly to:

Baldwin County  
220 Courthouse Square  
Bay Minette, AL 36507  
Attention: Hon. Harry D'Olive, Jr.

### **C. Project Schedule:**

1. Kofile will pick-up the Records from the County within forty-five (45) days of the execution of the Agreement between the parties.
2. County will be responsible to provide Records to be preserved and imaged in organized and labeled boxes;
3. Kofile will use commercially reasonable efforts to complete preservation and imaging of the Records within one hundred and eighty (180) days of retrieving the Records from the County.
4. While the Records are in Kofile's possession, County may access the records by sending an e-mail request to [imagerequests@kofile.com](mailto:imagerequests@kofile.com) with a subject line of "Book\_\_ /Page\_\_." County will provide the Case(s) and Box that holds the case in the body of the Records request e-mail.
5. Kofile will research and respond to the Records request within eight (8) business hours.
6. Kofile and County will mutually agree to schedule the return of the physical Records to County.
7. The preserved and digitized Records will be returned to County upon completion as agreed upon by the parties.



### D. Deed Record Project Specifications and Estimates

BALDWIN COUNTY, AL PRESERVATION AND IMAGING OF DEED RECORDS							
VOLUME	DATE	PAGE COUNT	SHEET SIZE	DESCRIPTION	(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE-ITEM TOTAL
45	1928-1929	600	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,000.00	\$510.00	\$3,510.00
47	1929-1930	600	17" x 11"	Volume has loose papers.	\$3,000.00	\$510.00	\$3,510.00
N	1920-1918	700	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,500.00	\$595.00	\$4,095.00
34 NS	1922-1924	710	17" x 11"	Volume has loose paper, sheets, a broken binding and modern lamination on six pages.	\$3,550.00	\$603.50	\$4,153.50
28 NS	1918-1919	600	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,000.00	\$510.00	\$3,510.00
12 NS	1907-1908	752	17" x 11"		\$3,760.00	\$639.20	\$4,399.20
23	1913-1915	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
27	1917-1919	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
24 NS	1915-1916	700	17" x 11"	Volume has loose papers.	\$3,500.00	\$595.00	\$4,095.00
22 NS	1914-1912	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
26 NS	1916-1918	700	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,500.00	\$595.00	\$4,095.00
19 NS	1912-1913	700	17½" x 11"		\$3,500.00	\$595.00	\$4,095.00
20 NS	1912-1914	700	17½" x 11½"		\$3,500.00	\$595.00	\$4,095.00
21 NS	1913-1914	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
13 NS	1910-1912	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
11 NS	1904-1907	725	17" x 11"		\$3,625.00	\$616.25	\$4,241.25
18 NS	1910-1912	700	17" x 11"		\$3,500.00	\$595.00	\$4,095.00
17 NS	1910-1913	700	17" x 11"		Volume has loose papers, sheets, and a broken binding.	\$3,500.00	\$595.00
15 NS	1909-1910	732	17" x 11"	Volume has loose papers and sheets.	\$3,660.00	\$622.20	\$4,282.20
2	1910-1926	638	17½" x 11½"	Volume has loose papers, sheets, and a broken binding.	\$3,828.00	\$542.30	\$4,370.30
10 NS	1905-1906	738	17" x 11"		\$3,690.00	\$627.30	\$4,317.30
14 NS	1905-1910	764	17" x 11"		\$3,820.00	\$649.40	\$4,469.40
16 NS	1910-1911	726	17" x 11"		\$3,630.00	\$617.10	\$4,247.10
9 NS	1900-1905	742	17" x 11"	Volume has loose papers.	\$3,710.00	\$630.70	\$4,340.70
7 NS	1901-1904	732	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,660.00	\$622.20	\$4,282.20



**BALDWIN COUNTY, AL**  
**PRESERVATION AND IMAGING OF DEED RECORDS**

VOLUME	DATE	PAGE COUNT	SHEET SIZE	DESCRIPTION	(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE-ITEM TOTAL
8 NS	1904-1905	738	17" x 11"	Volume has loose papers, sheets, and a broken binding.	\$3,690.00	\$627.30	\$4,317.30
2 NS	1895-1900	729	17½" x 11"		\$3,645.00	\$619.65	\$4,264.65
3 NS	1896-1901	758	17½" x 11½"	Volume has loose papers, sheets, a broken binding, and brittle pages.	\$4,548.00	\$644.30	\$5,192.30
4 NS	1901-1902	763	17" x 11"	Volume has loose papers and sheets.	\$3,815.00	\$648.55	\$4,463.55
Z	1897-1899	564		Volume is modern laminated.	\$6,768.00	\$479.40	\$7,247.40
V	1893-1896	742	17" x 11½"	Pages are brittle.	\$4,452.00	\$927.50	\$5,379.50
W	1896-1897	726	17" x 11½"		\$4,356.00	\$907.50	\$5,263.50
Y	1898-1899	742	17" x 11"		\$3,710.00	\$630.70	\$4,340.70
S	1892-1893	696	17" x 12"	Pages are brittle and stripped with tape.	\$4,176.00	\$591.60	\$4,767.60
T	1892-1895	700	17½" x 11½"	Volume is modern laminated.	\$8,400.00	\$595.00	\$8,995.00
P	1886-1889	631	17" x 11"	Volume has loose papers.	\$3,155.00	\$536.35	\$3,691.35
Q	1889-1890	611	17½" x 11"	Volume has loose papers and sheets with pages that are brittle. Pressure sensitive tape is present on some edges.	\$3,666.00	\$519.35	\$4,185.35
R	1891-1892	700	17½" x 12"	Volume has loose sheets with tears/voids. Pages are cracking, brittle and some pressure sensitive tape.	\$4,200.00	\$1,050.00	\$5,250.00
L	1879-1881	783	17½" x 11"	Pages are brittle, stripped with tape on both sides and pressure sensitive tape present.	\$4,698.00	\$665.55	\$5,363.55
M	1881-1882	701	17½" x 11"	Volume has loose paper and sheets with brittle pages.	\$4,206.00	\$595.85	\$4,801.85
O	1882-1888	640	17½" x 11"	Volume has loose papers and sheets with pages that are cracking and brittle.	\$3,840.00	\$544.00	\$4,384.00
J	1872-1872	500	17½" x 12½"	Volume is modern laminated.	\$6,000.00	\$750.00	\$6,750.00
J	11/1872-1873	300	17½" x 12½"	Pages are brittle and stripped with tape on both sides and pressure sensitive tape present.	\$3,600.00	\$450.00	\$4,050.00
K	1873-1879	855	17" x 11"	Pages are brittle and stripped with tape on both sides.	\$5,130.00	\$726.75	\$5,856.75
G	1855-1859	680	17" x 10"	Volume has loose papers and sheets with pages that are brittle and reflect pressure sensitive tape.	\$4,080.00	\$578.00	\$4,658.00
H	1859-1867	761	17" x 12"	Volume is modern laminated.	\$9,132.00	\$1,141.50	\$10,273.50



**BALDWIN COUNTY, AL  
PRESERVATION AND IMAGING OF DEED RECORDS**

VOLUME	DATE	PAGE COUNT	SHEET SIZE	DESCRIPTION	(PRV) PRESERVATION	(IM) ARCHIVAL IMAGING	LINE- ITEM TOTAL
I	1867-1872	736	13½" x 19½"	Volume has loose papers, sheets, and tears/voids. Pages are cracking, brittle, and chipped with tape on one side, and pressure sensitive tape.	\$4,416.00	\$1,104.00	\$6,168.00
D	1832-1843	480	17½" x 11½"	Volume is modern laminated.	\$5,760.00	\$408.00	\$6,168.00
E	1841-1849	530	17½" x 11½"	Volume has loose papers and sheets with pages that are cracking and brittle.	\$3,180.00	\$450.50	\$3,630.50
F	1848-1855	604	17½" x 12"	Volume is modern laminated.	\$7,248.00	\$906.00	\$8,154.00
A	8/1809-3/1820	392	17½" x 11½"	Volume is cellulose acetate laminated.	\$4,704.00	\$333.20	\$5,037.20
B	1821-1836	470	16" x 10"	Volume has loose paper and sheets with a broken binding and cracking pages.	\$2,820.00	\$399.50	\$3,219.50
C	1821-1835	356	17½" x 11"	Volume has loose papers and sheets with cracking and brittle pages.	\$2,136.00	\$302.60	\$2,438.60
N 1-500	1869	300	17½" x 11½"	Volumes are cellulose acetate laminated.	\$3,600.00	\$255.00	\$3,855.00
N 501-800	1869	300	17½" x 11½"		\$3,600.00	\$255.00	\$3,855.00
Z	1809-1899	640	18" x 11½"		\$7,680.00	\$544.00	\$8,224.00
5NS	1899-1945	700	18" x 11½"		\$8,400.00	\$595.00	\$8,995.00
6NS	1899-1945	700	18" x 11½"		\$8,400.00	\$595.00	\$8,995.00
15NS		750	8 x 11½"		Volume has loose papers and sheets.	\$3,750.00	\$637.50
1-31	1899-1945	18,600	18" x 11½"		\$93,000.00	\$15,810.00	\$108,810.00
TOTAL DEED RECORDS					\$345,894.00	\$52,985.25	\$398,879.25





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0982, **Version:** 1

**Item #:** BE16

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Ronald Cink, Budget Director

**Submitted by:** Shelby Middleton, Audit Compliance Officer

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### **ITEM TITLE**

Engagement Agreement between Silver, Voit & Thompson, Attorneys at Law, P.C. and the Baldwin County Commission for Legal Services for the Baldwin County Sales & Use Tax Department

### **STAFF RECOMMENDATION**

Authorize the Chairman to execute an Engagement Agreement for Silver, Voit & Thompson, Attorneys at Law, P.C. to represent the Baldwin County Sales & Use Tax Department as a creditor in miscellaneous bankruptcy matters.

This Agreement shall commence upon full execution and approval by the Baldwin County Commission and terminate at any time with or without cause by written notification.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Budget Director, Ron Cink wishes to establish the services of Silver, Voit & Thompson, Attorneys at Law, P.C. to represent the Sales & Use Tax Department as a creditor in miscellaneous bankruptcy matters when requested by the Department.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** Fees range from \$200-\$250 per hour

**Budget line item(s) to be used:** 51850.5154 Legal Services

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration staff prepare correspondence and have Chairman execute Engagement Agreement and mail to:

Alexandra K. Garrett  
Silver, Voit & Thompson, Attorneys at Law, P.C.  
4317-A Midmost Drive  
Mobile, Alabama 36609-5589

Cc: Ronald Cink  
Heather Gwynn

**Additional instructions/notes:** N/A



SILVER, VOIT & GARRETT  
ATTORNEYS AT LAW, P.C.

IRVING SILVER  
LAWRENCE B. VOIT  
ALEXANDRA K. GARRETT  
MATTHEW C. BUTLER

June 7, 2021

Via U.S. Mail and Email: [RCink@baldwincountyal.gov](mailto:RCink@baldwincountyal.gov)

Baldwin County Sales & Use Tax Department

Attn: Mr. Ron Cink

P.O. Box 189

Robertsdale, AL 36567

RE: Client engagement letter; Our File LS-8185-14088

Dear Mr. Cink:

You have requested that Silver, Voit & Thompson, Attorneys at Law, P.C. (LAW FIRM) provide professional legal representation to Baldwin County Sales & Use Tax Department (which shall be referred to as the CLIENT) as a creditor in miscellaneous bankruptcy matters when requested by the Department. You have not retained the services of another attorney for such matters, or your request for LAW FIRM'S services has been made with the consent of any other attorney or attorneys employed by you. This Letter Agreement is our customary method for confirming the standard terms upon which our LAW FIRM'S services are provided. If acceptable to you, please return one copy of this letter signed by you so that we may begin work.

**1. Retention of LAW FIRM.** CLIENT has retained LAW FIRM to provide professional legal representation directly or through associated attorneys, consultants, experts, co-counsel, etc., at LAW FIRM'S option, in accordance with the terms of this Letter Agreement. LAW FIRM makes no prediction, guaranty, assurance, or representation as to the outcome of LAW FIRM'S representation of CLIENT nor can an estimation of the costs be made at this time. CLIENT agrees to fully cooperate with LAW FIRM in all matters and shall promptly respond to all requests for information, shall appear at all conferences, hearings when requested, and shall truthfully and accurately inform LAW FIRM'S attorneys concerning any matter, thing or event in which CLIENT is or may be involved concerning the subject of the representation. LAW FIRM shall provide legal services to CLIENT in a timely and professionally competent manner, and shall keep CLIENT informed as to all significant developments. This Letter Agreement replaces all prior agreements on this subject that may exist between the parties.

**2. Fees.** CLIENT will compensate LAW FIRM based on (a) LAW FIRM'S standard hourly rates, as the same shall be adjusted from time to time, for those personnel, attorneys and non-attorneys providing the specific services as may be required for CLIENT and (b) for such additional applicable factors, if any, as are provided for in the Code of Professional Responsibility (for example, special time limitations imposed by CLIENT or the circumstances of the project, the apparent likelihood that

the performance of the project will preclude other employment by LAW FIRM, night and weekend work, results achieved, etc.). LAW FIRM customarily records time to the nearest three-tenths of an hour spent in providing services to CLIENT, including travel time, although this method may not be used for particular CLIENT matters depending upon the type of services involved, amount in controversy, results, etc. (or a combination of fixed and time-related rates may be used). Detailed monthly or other periodic invoices will be sent to you for all legal services provided and advances made during the previous period. The current special governmental rates to be charged for LAW FIRM'S attorneys are:

Irving Silver	\$250
Lawrence B. Voit	\$250
Alexandra K. Garrett	\$225
Mathew Butler	\$200

3. **Expenses.** CLIENT agrees to and shall timely and fully reimburse LAW FIRM for all out-of-pocket expenses incurred in the performance of services for CLIENT (such as long-distance telephone calls, delivery services, reproduction of documents, postage, clerical overtime, court costs, filing and other fees, court reporting charges, travel, etc.).

4. **Retainer.** Prior to the commencement of work, LAW FIRM will invoice CLIENT for a retainer which shall be used to offset the invoices for services performed by LAW FIRM exclusive of expenses and costs until such funds are exhausted. ***The initial retainer CLIENT agrees to pay to LAW FIRM is Zero Dollars and No/100 (\$0.00) Dollars.*** From time-to-time LAW FIRM may at its option require CLIENT to deposit additional retainer funds. Failure on the part of CLIENT to timely deposit such retainer funds with LAW FIRM shall be a basis for LAW FIRM, at its option, to immediately terminate all work for CLIENT or immediately withdraw or both, to all of which CLIENT hereby specifically agrees. Upon exhaustion of all funds deposited as a retainer, CLIENT shall be invoiced in the manner provided herein and payment shall be made in accordance with the next paragraph. Any unused retainer amounts following the completion of services rendered shall, at CLIENT'S request, be returned to CLIENT without interest.

5. **Payments.** Periodically (such as monthly or at other intervals as determined by LAW FIRM), LAW FIRM will submit to CLIENT invoices for legal fees and expenses, advances and fee reimbursements. To the extent that such invoices may be covered by any unused retainer amount theretofore paid by CLIENT to LAW FIRM, such invoices will be credited. When the CLIENT'S retainer funds have been exhausted, all invoiced amounts shall be paid by CLIENT no later than 15 days from the date of the invoice. **CLIENT understands, authorizes and agrees that any unpaid balance owed to LAW FIRM after the passage of 30 days from the date of invoice shall, at the LAW FIRM'S option, bear interest at the rate of 1 1/2% per month, which is an ANNUAL PERCENTAGE RATE of 18%, as LAW FIRM, in its sole discretion, may choose.**

**6. Termination and limitations.** This Engagement Agreement may be prospectively terminated at any time upon reasonable written notice given by either party. LAW FIRM shall be under no obligation to undertake or continue services on any project (a) if LAW FIRM deems such services to be in conflict with its obligations under the Code of Professional Responsibility, (b) if CLIENT shall fail to make full and timely payment on any LAW FIRM invoice to CLIENT, or (c) if for any other reason LAW FIRM, in its sole discretion, has concluded that continued representation of CLIENT should not continue. Upon termination of the engagement and the satisfaction by CLIENT of all prior financial obligations, LAW FIRM will, at CLIENT'S request and expense, and at its standard hourly rates, payable in advance if requested by LAW FIRM: (i) search its files and forward to CLIENT, or counsel designated by CLIENT, all original documents, if any, sought and specified by CLIENT and previously entrusted to LAW FIRM by CLIENT, (ii) take such steps as it deems appropriate to formally withdraw from all proceedings, if any, in which it may be counsel of record, (iii) provide reasonable transitional assistance to new counsel, if any, designated by CLIENT, and (iv) provide copies of all significant work product created on behalf of CLIENT. If any legal fees or expense reimbursement have not been paid at the time of termination, LAW FIRM reserves the right to withhold all CLIENT matters and documents except for original documents provided to LAW FIRM by the CLIENT.

**7. Conflicting interest.** LAW FIRM agrees that, during the period of engagement, it shall refrain from representing any other client, as plaintiff, in any administrative or judicial action naming CLIENT as a defendant. CLIENT agrees that LAW FIRM shall be otherwise free to represent all interests of other clients subject only to such specific client and matter limitations as set forth in this Letter Agreement, though LAW FIRM is cautious as to knowingly undertaking any type of representation which may create a conflict of interest.

**8. Successors, etc.** This Letter Agreement and all rights and obligations hereunder shall be assignable by LAW FIRM to any entity which succeeds, in whole or in part, to the professional activities now conducted by LAW FIRM.

Baldwin County Sales & Use Tax Department  
June 7, 2021  
Page 4

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Very truly yours,



Alexandra K. Garrett

AKG/jlp

***ACCEPTANCE BY CLIENT***

I, \_\_\_\_\_, as \_\_\_\_\_ of Baldwin County Sales & Use Tax Department, have read, accepted and unconditionally approved the terms and provisions of the above and foregoing Letter Agreement and agree for Baldwin County Sales & Use Tax Department to be bound by the terms thereof on this the \_\_\_\_ day of June, 2021.

BALDWIN COUNTY SALES & USE TAX DEPARTMENT

By: \_\_\_\_\_

As its \_\_\_\_\_

Acknowledged and accepted this the \_\_\_\_ day of July, 2021  
BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
Joe Davis III, Chairman

Attest: \_\_\_\_\_  
Wayne Dyess, County Administrator

Cc: Ron Cink  
Heather Gwynn



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0997, **Version:** 1

**Item #:** BE17

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Ronald Cink, Budget Director

**Submitted by:** Shelby Middleton, Audit Compliance Officer

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### **ITEM TITLE**

Sales and Use Tax Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

### **STAFF RECOMMENDATION**

Related to the Sales & Use Tax collection software, take the following actions:

- 1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of the delivery of software or upon acceptance of the addendum(s) by both parties. This Agreement shall commence on the first day of delivery of the software and remain in effect for one year; and
- 2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems with the new monthly rate in the amount of \$1,155.00, effective October 1, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** July 7, 2020

**Background:** During the regular meeting held on July 7, 2020, the Baldwin County Commission took the following action as related to the Sales & Use Tax collection software:

- 1) Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc. with terms of this agreement automatically renewing at each annual period; and 2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$13,860.00

**Budget line item(s) to be used:** 51750.5235

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**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration staff and Ronald Cink, Budget Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration staff prepare correspondence and have Chairman sign Computer Support Agreement and Addendum

Mail Agreement and Addendum to:  
Delta Computer Systems, Inc.  
1085 Tommy Munro Drive  
Biloxi, Mississippi 39532

**Additional instructions/notes:** N/A





# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7688

## Computer Software Support Agreement

### Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

### Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

### Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

### General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_,

BALDWIN COUNTY, AL  
Client Name \_\_\_\_\_

Client Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Accepted: Delta Computer Systems, Inc.  
1085 Tommy Munro Drive  
Biloxi, MS 39532



**Delta Computer Systems, Inc.**  
A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7689

**Computer Software Support Agreement  
ADDENDUM**

For: BALDWIN COUNTY, AL-COUNTY COMMISSION

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2021. These charges will be billed on 9/15/2021 due for payment 10/ 1/2021.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
23300	Sales Tax System Support	09/2020	500.00	530.00	
23310	PaperLink Imaging Support for Sales Tax System 10 Stations	09/2020	370.00	390.00	
24480	Citations Module for Manufactured Homes	09/2020	140.00	150.00	
26590	Sub-District Enhancement Support	01/2018	40.00	40.00	
28090	PaperLink Scan Station (Added 05/2019)	06/2019	30.00	30.00	
30310	PaperLink Scan Station (Added 05/2021) Tier II	06/2021	15.00	15.00	
IVMCEP03(1)			TOTAL:	1,095.00	1,155.00 MONTHLY

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BALDWIN COUNTY, AL  
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: BALDWIN COUNTY COMMISSION  
ACCTING/FINANCE DEPT.  
SALES TAX DEPARTMENT  
312 COURTHOUSE SQ., STE. 11  
BAY MINETTE AL 36507



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1034, **Version:** 1

**Item #:** BF1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Eddie Harper, Building Official

**Submitted by:** Mindy Smith, Permit Administrator

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### **ITEM TITLE**

Building Inspection Department - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

### **STAFF RECOMMENDATION**

Related to the Building Inspection Department software, take the following actions:

- 1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of the delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. This agreement shall remain in effect for one year and automatically renew annually; and
- 2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with the new monthly rate in the amount of \$250.00 effective October 1, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** September 15, 2020

**Background:** The Baldwin County Commission, during its regularly scheduled meeting held on September 15, 2020, and as related to the Building Permit Computer Software Agreement, took the following actions: 1) Approved the Computer Software Agreement with Delta Computer Systems, Inc. with terms of this agreement to remain in effect for one year and automatically renew annually; and 2) Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with a monthly rate in the amount of \$719.16, effective October 1, 2020.

### **FINANCIAL IMPACT**

Total cost of recommendation: \$3,000.00

**Budget line item(s) to be used:** 52710.5235

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration and Ronald Cink, Budget Director

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration - have Chairman sign Computer Support Agreement and Addendum

Mail agreement and addendum to:

Delta Computer Systems, Inc

1085 Tommy Munro Drive

Biloxi, Mississippi 39532

**Additional instructions/notes:** N/A



# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7689

## Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-BUILDING PERMITS

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2021 These charges will be billed on 9/15/2021 due for payment 10/ 1/2021.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
30320	Annual Historical Building Permit Website Hosting \$100/month	09/2021	1,200.00	1,200.00	Annual
30330	Annual Historical Building Permit Lookup \$150/month	09/2021	1,800.00	1,800.00	Annual
IVMCBP03(1)			TOTAL:	250.00	250.00 MONTHLY

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BALDWIN COUNTY, AL  
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: BALDWIN COUNTY BUILDING DEPT  
ATTN: BRIAN PEACOCK  
312 COURTHOUSE SQUARE SUITE 13  
BAY MINETTE AL 36507



# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7688

## Computer Software Support Agreement

### Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

### Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

### Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

### General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BALDWIN COUNTY, AL

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Accepted: Delta Computer Systems, Inc.  
1085 Tommy Munro Drive  
Biloxi, MS 39532



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1020, **Version:** 1

**Item #:** BJ1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Teddy J. Faust, Jr., Revenue Commissioner

**Submitted by:** Susan Hill, Chief Administrative Assistant

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### **ITEM TITLE**

Revenue Commission Office - Computer Software Support Agreement and Addendum with Delta Computer Systems, Inc.

### **STAFF RECOMMENDATION**

Related to the Revenue Commission software, take the following actions:

- 1) Approve the Computer Software Support Agreement and Addendum between the Baldwin County Commission (Revenue Commission Office) and Delta Computer Systems, Inc., commencing on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. The terms of this agreement shall automatically renew at each annual period; and
- 2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with the new monthly rate in the amount of \$6,010.83, effective October 1, 2021.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** Annual

**Background:** The Computer Software Support Agreement is renewed on an annual basis, with a standard adjustment.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$72,129.96

**Budget line item(s) to be used:** 51600.5235; 51810.5235; 51810.5499.3

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

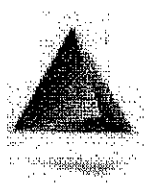
Administration: Have Chairman sign Computer Support Agreement and Addendum and mail to:

Delta Computer Systems, Inc.  
1085 Tommy Munro Drive  
Biloxi, Mississippi 39532

cc: Susan Hill  
Teddy Faust, Jr.

**Additional instructions/notes:** N/A





# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
Biloxi, MS 39532  
Phone : (228) 388-7688  
Fax: (228) 388-7688

## Computer Software Support Agreement

### Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

### Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

### Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

### General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

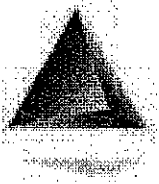
Agreed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
BALDWIN COUNTY, AL  
Client Name

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Accepted: Delta Computer Systems, Inc.  
1085 Tommy Munro Drive  
Biloxi, MS 39532



# Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive  
 Biloxi, MS 39532  
 Phone : (228) 388-7688  
 Fax: (228) 388-7689

## Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-REVENUE COMMISSIONER

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2021 These charges will be billed on 9/15/2021 due for payment 10/ 1/2021.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
812	Real Property Assessment	09/2020	390.00	410.00	
813	Real Property Collections	09/2020	350.00	370.00	
814	Personal Property Appraisal	09/2020	220.00	230.00	
1579	Cash Book Accounting Maintenance	09/2020	350.00	370.00	
1777	Web Hosting - Real Property Appraisal & Assessment	09/2020	800.00	840.00	
1947	Apex Host Interface	09/2020	135.00	140.00	
1948	Apex PC Interface	(6) 09/2020	135.00	140.00	
1949	Digital Photo Host Interface	09/2020	135.00	140.00	
3176	Real Property Appraisal	09/2020	410.00	430.00	
6950	Web Hosting History Years	(9) 09/2020	295.00	310.00	
6990	Appraisal Permit Tracking System	09/2020	170.00	180.00	
9000	PaperLink Host Software Monthly Support	09/2020	210.00	220.00	
9020	PaperLink Scan Station Support	(4) 09/2020	390.00	410.00	
9030	Historical Mapping/Appraisal Data Link Support	09/2020	350.00	370.00	
9040	Deed Image Mapping Interface Support	09/2020	180.00	190.00	
10650	Digital Signature Capture Support	09/2020	2,570.00	2,710.00	Annual
12890	PaperLink Scan Station Support (1)	09/2017	30.00	35.00	
13100	Scan Station Monthly Support (1)	09/2017	30.00	35.00	
16860	PaperLink Scan Station (5)	(5) 09/2020	160.00	170.00	
16870	View Station Monthly Support (5)	(5) 09/2020	160.00	170.00	
17500	Use Value Application Tracking	09/2016	40.00	45.00	
20410	Export Real & Personal Property Tax for Web Paymnt	09/2018	70.00	70.00	
20420	Import & Post Web Payments for Real & Personal	09/2020	150.00	160.00	
20960	PaperLink Scan Station Support (TDORRIETY/ZRC100S)	09/2017	30.00	35.00	
21480	PaperLink Scan Station Support (HWALTON/MRC250S1)	09/2017	20.00	25.00	
23050	PaperLink Scan Station Support (2)	(2) 11/2015	40.00	45.00	
25060	PaperLink Scan Station Support (2)	(2) 11/2015	40.00	45.00	
27750	PaperLink Scan Station Support (1)	02/2019	20.00	20.00	
27920	Apex PC Interface (Added 04/05/2019)	09/2020	20.00	20.00	
28870	PaperLink View/Print (3) - Added Feb. 2020	(3) 02/2020	45.00	50.00	
28880	DeltaSketch Sketching (3) Added Feb 2020	(3) 02/2020	45.00	50.00	
28890	DeltaSketch View/Print	02/2020	10.00	10.00	
29640	PaperLink Scan Station Support (1)	02/2019	15.00	20.00	
29780	PaperLink Scan Station Support (1)	09/2020	15.00	15.00	
30370	PaperLink Scan Station Support (1)	06/2021	15.00	15.00	

IVMCBP03 (1) TOTAL: 5,689.17 6,010.83 MONTHLY

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

BALDWIN COUNTY, AL  
 County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature Printed Name



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0973, **Version:** 1

**Item #:** BL1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### **ITEM TITLE**

Baldwin County Solid Waste Uncollectible Residential Accounts - June 2021

### **STAFF RECOMMENDATION**

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$550.00.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

02/02/2021 - Commission approved to write off \$69.00 of uncollectible residential garbage accounts.

02/17/2021 - Commission approved to write off \$276.00 of uncollectible residential garbage accounts.

03/16/2021 - Commission approved to write off \$450.00 of uncollectible residential garbage accounts.

04/06/2021 - Commission approved to write off \$585.00 of uncollectible residential garbage accounts.

05/18/2021 - Commission approved to write off \$477.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is

verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$550.00

**Budget line item(s) to be used:** 511.14990 Allowance for uncollectible accounts

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

Baldwin County Solid Waste  
 Residential Uncollectible Accounts  
 June 2021

AcctNbr	BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
302062	Curl, Michael	Summerdale	AL	Deceased - DOD: 06/19/20	\$150.00			
1541820	Jeffers, Mark	Foley	AL	Deceased - DOD: 12/11/19	\$30.00			
1536420	Kee, Teresa	Jourdanton	TX	Out of State	\$32.00			
105501	Keith, Ronald J. The Estate of	Bon Secour	AL	Deceased - DOD: 02/22/21	\$16.00			
1518280	Munguia, Astre	Jordan	MN	Out of State	\$50.00			
300842	Taylor, Edna	Bon Secour	AL	Deceased - DOD: 09/27/20	\$80.00			
116963	Tillman, Douglas M.	Bay Minette	AL	Deceased - DOD: 03/25/21	\$144.00			
1238160	Wilson, Alice M.	Silverhill	AL	Deceased - DOD: 06/30/20	\$48.00			
					<b>\$ 550.00</b>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1028, **Version:** 1

**Item #:** BL2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Suzanne Doughty, Senior Accountant

**Submitted by:** Suzanne Doughty, Senior Accountant

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### **ITEM TITLE**

Baldwin County Solid Waste Uncollectible Residential Accounts - July 2021

### **STAFF RECOMMENDATION**

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$372.00.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

01/05/2021 - Commission approved to write off \$219.00 of uncollectible residential garbage accounts.

02/02/2021 - Commission approved to write off \$69.00 of uncollectible residential garbage accounts.

02/17/2021 - Commission approved to write off \$276.00 of uncollectible residential garbage accounts.

03/16/2021 - Commission approved to write off \$450.00 of uncollectible residential garbage accounts.

04/06/2021 - Commission approved to write off \$585.00 of uncollectible residential garbage accounts.

05/18/2021 - Commission approved to write off \$477.00 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy, Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is

verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a Notice of Show Cause Hearing is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$372.00

**Budget line item(s) to be used:** 511.14990 Allowance for uncollectible accounts

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Solid Waste Collection Administration and Finance and Accounting Department



**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

Baldwin County Solid Waste  
 Residential Uncollectible Accounts  
 July 2021

BillToName	BillToCity	BillToState	Reason	Service Fees	Late Fees	BalanceTotal	DA Letter	Cert SC	Summons
Brown, Anthony	Spanish Fort	AL	Deceased - DOD: 05/14/21	\$ 112.00	\$ -	\$112.00			
Ducre, Patricia	New Orleans	LA	Out of State - Unable to Locate	\$ 102.00	\$ -	\$102.00	X	X	
Hodges, Jeff	Burnsville	MS	Out of State - Unable to Locate	\$ 94.00	\$ -	\$94.00	X	X	
Marcrum, Barbara	Gulf Shores	AL	Deceased - DOD: 02/08/21	\$ 64.00	\$ -	\$64.00			
						<u>\$ 372.00</u>			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1033, **Version:** 1

**Item #:** BM1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Sherry-Lea Botop, Community Engagement Manager/Public Information Officer

**Submitted by:** Katrina Taylor, Grants Coordinator

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### ITEM TITLE

First Addendum to the Agreement with Community Action Agency of South Alabama and Baldwin Together

### STAFF RECOMMENDATION

Approve and authorize the Chairman to execute the First Addendum to the Fiscal Sponsor/Partnership Agreement between the Baldwin County Commission, Community Action Agency of South Alabama (CAA), and Baldwin Together Long-Term Recovery Project (Baldwin Together), originally approved during the July 21, 2020, regular meeting.

This Addendum extends the program termination date to December 31, 2021, allocating \$25,000.00 of American Rescue Plan Act (ARPA) funds to provide additional funding for Baldwin Together, and increases the hourly rate for case managers from \$17.00 per hour to \$19.00 per hour. Any funds allocated by the County and not expended in furtherance of Baldwin Together prior to any termination of the Agreement and this First Addendum shall be returned to the County.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 06/15/2021 - Approved the allocation of \$25,000.00 of American Rescue Plan Act (ARPA) funds for the Baldwin Together Case Manager.

07/21/2020 - Approved the execution of an Agreement to authorize the allocation of \$50,000.00 to be used for case managers' salaries. Payment was provided to Community Action Agency of South Alabama as they serve as the fiscal sponsor for "Baldwin Together." The original agreement expires July 30, 2021.

**Background:** The Commission and Baldwin Together have expressed interest in continuing this community program. Therefore, an addendum to the original agreement is necessary. Please see attached documents for additional details.

During the April 28, 2020, Baldwin County Commission Emergency Special Meeting, the Commission

authorized the establishment of Baldwin Moving Forward: Baldwin County-wide Recovery Working Group, to be tasked with creating a plan for a one-stop information and resource model related to the Coronavirus (COVID-19) pandemic and the economic impact on Baldwin County citizens.

This plan, Baldwin Moving Forward, was presented during the June 16, 2020, Work Session. The Commission has provided input and feedback and asked Baldwin Moving Forward/Baldwin County Voluntary Organizations Active in Disaster (VOAD) to return with a revised budget and more clearly defined needs assessment demonstrated by data from Baldwin County communities and social service organizations.

The in-kind contributions from stakeholders are valued at \$37,475.00. Baldwin Moving Forward/Baldwin County VOAD has requested an additional \$7,500.00 from stakeholders who have not participated in kind, and Community Action Agency has made a verbal offer to help meet the remainder of our project budget.

Oversight of the programmatic elements of case management and performance of the case manager to be provided by a three to five-person review committee of Baldwin Moving Forward Working Group members.

Community Action will report funds spent back to the County Commission for documentation and potential reimbursement opportunities. Employees will be hired by Community Action Agency to serve as Case Managers for Baldwin Together. Upon mid-year report from the program leadership, the Baldwin County Commission released the secondary financial allocation to support the program until the termination date of the agreement, July 2021.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$25,000.00

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

Yes

**Reviewed/approved by:** Approved by Brad Hicks, County Attorney

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration and Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Administration - mail cover letter and Agreement to the following:

Ms. Dana Jepsen, Chair, Baldwin Together, Long Term Recovery, 9315 Spanish Fort Blvd., Spanish Fort, Alabama 36527

Ms. Rosetta Pender, Community Action Agency of South Alabama, Post Office Box 250, Daphne, Alabama 36526

Katrina Taylor enter ARPA project in Munis.

**Additional instructions/notes:** N/A

## **First Addendum to the Fiscal Sponsor/Partnership Agreement**

This First Addendum (“First Addendum”) to the Fiscal Sponsor/Partnership Agreement (the “Agreement”), dated July 6, 2021, is made as of the last date written below between the Baldwin County Commission (hereinafter referred to as “County”), the Community Action Agency of South Alabama (“CAA”), and Baldwin Together Long-Term Recovery Project (“Baldwin Together”).

WHEREAS, the County, as the Funder, entered into an Agreement with CAA, as the Fiscal Sponsor, on July 21, 2020;

WHEREAS, the Agreement was entered into to facilitate the Baldwin Together Project; and

WHEREAS, the County and CAA desire to execute this First Addendum to the Agreement and amend the Agreement as set forth below.

NOW, THEREFORE, the County and CAA hereby agree that the aforementioned Agreement shall be amended as follows:

1. The Agreement and this First Addendum shall terminate on December 31, 2021.
2. The County desires to allocate \$25,000 upon the execution of this First Addendum to provide additional funding for Baldwin Together.
3. Any funds allocated by the County and not expended in furtherance of Baldwin Together prior to any termination of the Agreement and this First Addendum shall be returned to the County.
4. Except as expressly amended by this First Addendum, the Agreement shall remain in full force and effect.

**COMMUNITY ACTION AGENCY:**

**BALDWIN TOGETHER:**

\_\_\_\_\_/\_\_\_\_\_  
Rosetta Pender, Chief Executive Officer  
for Community Action Agency of South  
Alabama / Date

\_\_\_\_\_/\_\_\_\_\_  
Dana Jepsen, Chair, Baldwin County VOAD  
Baldwin Together Long Term Recovery  
Project / Date

**THE COUNTY:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## Fiscal Sponsor/Partnership Agreement

**Name of Project:** Baldwin Together Long Term Recovery Project (BTLTRP) “Baldwin Together”

**Address:** 9315 Spanish Fort Blvd. Spanish Fort, AL 36527

**Contact Person:** Dana Jepsen Email: dana@baldwinemi.org Phone: 251-943-3449

**Fiscal Sponsor:** Community Action Agency of South Alabama (CAA)

**Address:** 26440 Pollard Rd. Daphne, AL 36526 / P.O. Box 250 Daphne, AL 36526

**Contact Person:** Rosetta Pender Email: rosetta.pender@caaofsa.org Phone: 251-626-2646

**Funder:** Baldwin County Commission

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Project Mission Statement:** The mission of the Baldwin Together is to assist and support the people of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 pandemic. We accomplish this through public and private partnerships, diversified communication strategies, and coordinated case management beginning with the initial intake process through “back on your feet” status.

Baldwin Together is a Long Term Recovery Group formed by Baldwin County Voluntary Organizations Active in Disaster (VOAD). Baldwin County VOAD uses communication, coordination, collaboration, and cooperation to serve Baldwin County residents through all phases of disaster.

### **Roles and Responsibilities:**

Baldwin Together is requesting an additional \$25,000 from the Baldwin County Commission for Case Management Personnel expenses to be paid to Community Action Agency of South Alabama as fiscal sponsor of Baldwin Together.

As Fiscal Sponsor of Baldwin Together, Community Action Agency (“CAA”) will use funds received from Baldwin County Commission on behalf of Baldwin Together to pay invoices for services for Case Manager(s) at the hourly rate of \$19.00/hr.

Case Manager(s) will be independent contractors and will be provided 1099 tax documents by CAA.

Baldwin Together Personnel Committee will be responsible for initiating and terminating relationships with independent contractors for Case Management services for Baldwin Together Long Term Recovery Project.

CAA will track all funds spent and provide reports to the Baldwin County Commission (“BCC”) on a regular basis and in such manner requested by BCC.

Baldwin Together Case Management Committee will be responsible for training and overseeing all work performed by Case Managers.



Baldwin Together Case Managers will provide Long Term Recovery Case Management to residents of Baldwin County who have been affected by the COVID-19 Pandemic as outlined in the Baldwin Together Case Management Guidelines.

Baldwin Together's Development Committee will seek grant funding for direct financial assistance for Baldwin County residents.

CAA will receive funding raised through grants, individual or corporate donations that will be allocated to COVID-19 Recovery efforts by Baldwin Together.

CAA will pay invoices submitted by Baldwin Together in a timely fashion (typically within 2 weeks of receipt) for recovery assistance with funding raised specific to COVID-19 Recovery.

Baldwin Together will provide requested documentation of funds spent to CAA to aid in the reporting process to funders of the Baldwin Together.

The Baldwin Together Committee will conduct 6 month reviews of the project to assess viability and case load. The results of these reviews will be reported to CAA and the BCC. If Baldwin Together is found not to be viable, the Baldwin Together program will be discontinued.

If at any time, either party fails to perform its obligations under this Agreement, and such breach is not cured upon 10-days' written notice, then either Community Action Agency of South Alabama, Baldwin Together Long Term Recovery Project or the Baldwin County Commission may terminate this Agreement. This Agreement may also be terminated by any party upon 30-days' written notice of termination to all parties.

\_\_\_\_\_  
Rosetta Pender, Chief Executive Officer  
for Community Action Agency of South Alabama

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dana Jepsen, Chair, Baldwin County VOAD  
for Baldwin Together Long-Term Recovery Project

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joe Davis, III, Chairman  
for Baldwin County Commission

\_\_\_\_\_  
Date

STATE OF ALABAMA )

COUNTY OF BALDWIN )

**AGREEMENT**

WHEREAS, the BALDWIN TOGETHER LONG TERM RECOVERY PROJECT. (hereinafter referred to as "Baldwin Together") is Long Term Recovery Group formed by the Baldwin Moving Forward Countywide Recovery Working group under the direction of Baldwin County Voluntary Organizations Active in Disaster for the purpose of providing assistance and a unified referral source so that the residents Baldwin County, Alabama, will have a better chance of recovery from the COVID-19 Pandemic; and

WHEREAS, the BALDWIN COUNTY COMMISSION (hereinafter referred to as COMMISSION) remains the honorable county governing body of Baldwin County, Alabama; and

WHEREAS, the COMMISSION recognizes that the purposes for which Baldwin Together was organized is to assist and support the people of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 pandemic. This will be accomplished through public and private partnerships, diversified communication strategies, and coordinated case management beginning with the initial intake process through "back on your feet" status. Therefore, based upon the aforementioned benefits endowed upon the general public, the COMMISSION approved a one-time appropriation of Fifty Thousand Dollars (\$50,000.00), by and through its Baldwin County Fiscal Year 2019-2020 Budget, to pay the Baldwin Together funds allocated towards Case Management Personnel costs.

WHEREAS, the COMMISSION makes such one-time funding appropriation to Baldwin Together respecting that the Supreme Court of the State of Alabama has ruled that Section 94 of the Constitution of Alabama 1901, as amended, is not violated when a public entity donates money or other thing of value in aid of a private individual or corporation if a public purpose is served. *Slawson v. Alabama Forestry Commission* 631 So. 2nd 953 (Ala. 1994).

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, do AGREE as follows:

1. The above recitals and statements are incorporated as part of this Agreement and shall have the effect and enforceability as all other provisions herein.
2. Baldwin Together shall provide case management assistance and a unified referral source so that the residents Baldwin County, Alabama, will have a better chance of recovery from the COVID-19 Pandemic which provides a valuable public service.
3. All Baldwin Together facilities, activities and services will be made available to the general public provided that the following conditions are met, to-wit: Baldwin Together facilities, activities and services must be utilized in accordance with Baldwin Together policies.
4. Baldwin Together shall have a nondiscriminatory policy and its facilities, activities and services will be available to all members of the general public regardless of race, age, sex, religion or disability.
5. The COMMISSION will assist Baldwin Together with a one-time funding appropriation of Fifty Thousand Dollars (\$50,000.00) to pay Baldwin Together/CAA specifically allocated towards funding Case Management Personnel so that Baldwin County residents who are struggling as a result of the COVID-19 pandemic have a "one-stop" resource for assistance and referrals and can complete the process of recovery; with \$25,000.00 to be

paid by the Commission to Baldwin Together/CAA upon approval and the remaining \$25,000.00 to Baldwin Together/CAA upon the satisfactory completion of the mid-term viability review.

6. Baldwin Together expressly agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement outside the purposes provided at Section 5 of this Agreement and, furthermore, agrees not to use any of the one-time funding appropriation set forth at Section 5 of this Agreement to aid any private or individual benefit. It being expressly understood that the one-time funding appropriation set forth at Section 5 of this Agreement, as provided by the COMMISSION, be utilized, by Baldwin Together, only toward the purposes set forth in this Agreement.
7. Baldwin Together shall fully indemnify and hold the COMMISSION, its County Commissioners, departments, employees, supervisors, insurer, agents, representatives and attorneys (for purposes of this Section 7 referred to collectively as "COMMISSION") completely harmless from any and all claims, demands, notices, violations, findings, actions or orders of whatsoever kind or character which may arise from, or which are in any way related to, the work done and duties or obligations performed by Baldwin Together or the COMMISSION pursuant to this Agreement, including, without limitation, attorney fees and legal expenses and costs incurred as a result of the COMMISSION enforcing, defending or complying with this Agreement, or otherwise addressing or defending any actions or claims related in any way to this Agreement. This provision shall survive the expiration or termination of this Agreement.
8. This Agreement and the relationship created hereby does not in any manner create, imply or otherwise vest any authority in Baldwin Together on behalf of the COMMISSION. Furthermore, this Agreement hereby expressly forbids the creation of an agency or any action that would create or imply that Baldwin Together is an agent of the COMMISSION.
9. Baldwin Together shall ensure that all materials publicizing or resulting from the funding appropriation as provided for by this Agreement shall contain an acknowledgment of the COMMISSION's assistance with said acknowledgment of support made through the use of the following comparable footnote: "This activity was supported by the Baldwin County Commission."
10. Notwithstanding anything written herein to the contrary, all commitments made herein by the COMMISSION are subject to the availability of funds. If at any time prior to the conveyance of the one-time funding appropriation the COMMISSION determines that the subject funds are not available, then the COMMISSION shall no longer be obligated or required to provide such one-time funding appropriation.
11. Baldwin Together agrees, as a condition of receiving the funding appropriation referenced in this Agreement, to:
  - a. Supply to the COMMISSION, within 30 days from a written request to do so, all applicable data that is necessary for the COMMISSION to ensure the proper expenditure of the subject funding appropriation.
  - b. File with the COMMISSION no later than February 1, 2021, a written report of its activities for the preceding period which commenced on August 1, 2020 and a copy of an annual report that includes the appropriation period to ensure the proper expenditure of the subject funding appropriation.
12. This Agreement, as provided in the form of one (1) original instrument for the records of Baldwin Together, and one (1) original instrument for the records of the COMMISSION, represents the entire terms and conditions of the Agreement between the COMMISSION and Baldwin Together.

13. This Agreement shall be in effect for a period of twelve (12) months, or in a shorter time as may be determined by the COMMISSION, commencing August 1, 2020, and expiring July 30, 2021, and may be amended only by written amendment executed by the COMMISSION and Baldwin Together. The COMMISSION shall have the right to terminate this Agreement, with or without cause, by giving thirty (30) days written notice to Baldwin Together. Notwithstanding the aforementioned, Baldwin Together acknowledges and agrees that all its obligations under this Agreement and the COMMISSION's right to enforce such obligations survive the expiration and / or termination of this Agreement.

IN WITNESS WHEREOF, the parties have affixed their hands and seals this date, as follows:

**BALDWIN COUNTY COMMISSION**

*Billie Jo Underwood*

BILLIE JO UNDERWOOD

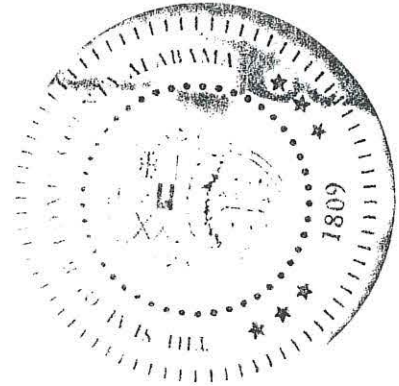
As Its: Chairman

Date: 7/21/2020

ATTEST:

*Wayne Dyess*

WAYNE DYESS  
County Administrator



STATE OF ALABAMA            )  
COUNTY OF BALDWIN        )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that BILLIE JO UNDERWOOD, as Chairman of the Baldwin County Commission, and WAYNE DYESS, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, they, as such Chairman and County Administrator of the Baldwin County Commission, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Commission.

Given under my hand and seal this the 21<sup>st</sup> day of July, 2020.

*[Signature]*  
NOTARY PUBLIC      **My Commission Expires:**  
My Commission expires: **February 25, 2023**



**BALDWIN TOGETHER LONG TERM RECOVERY PROJECT  
9315 SPANISH FORT BLVD.  
SPANISH FORT, AL 36527**

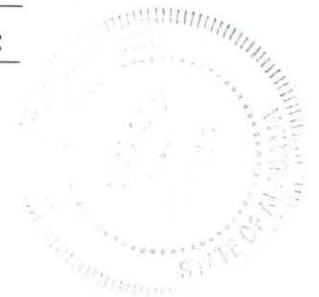
Dana Jepsen  
By: Dana Jepsen  
As Its: BC VOAD Chair  
Date: 07/21/2020

STATE OF ALABAMA            )  
COUNTY OF BALDWIN        )

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that Dana Jepsen., as Chair of the Baldwin County Voluntary Organizations Active in Disaster, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me and on this day that, being informed of the contents of said instrument, he/she, as such Chair of the Baldwin County Voluntary Organizations Active in Disaster, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin Together Long Term Recovery Project.

GIVEN under my hand and seal this the 21st day of July 2020.

[Signature]  
NOTARY PUBLIC  
My Commission expires: **February 25, 2023**



## **Fiscal Sponsor/Partnership Agreement**

**Name of Project:** Baldwin Together Long Term Recovery Project (BTLTRP) “Baldwin Together”  
**Address:** 9315 Spanish Fort Blvd. Spanish Fort, AL 36527  
**Contact Person:** Dana Jepsen Email: dana@baldwinemi.org Phone: 251-943-3449

**Fiscal Sponsor:** Community Action Agency of South Alabama (CAA)  
**Address:** 26440 Pollard Rd. Daphne, AL 36526 / P.O. Box 250 Daphne, AL 36526  
**Contact Person:** Kris Rowe Email: kris.rowe@caaofsa.org Phone: 251-626-2646

**Funder:** Baldwin County Commission  
**Address:** 312 Courthouse Square, Suite 11, Bay Minette, AL 36507  
**Contact Person:** Jenni Guerry Email: jquerry@baldwincountyal.gov Phone: 251-972-6809

**Project Mission Statement:** The mission of the Baldwin Together is to assist and support the people of Baldwin County in recovery from the economic, sociological, and emotional impacts of the COVID-19 pandemic. We accomplish this through public and private partnerships, diversified communication strategies, and coordinated case management beginning with the initial intake process through “back on your feet” status.

Baldwin Together is a Long-Term Recovery Group formed by Baldwin County VOAD. Baldwin County VOAD uses communication, coordination, collaboration, and cooperation to serve Baldwin County residents through all phases of disaster.

### **Roles and Responsibilities:**

Baldwin Together will request \$50,000 from the Baldwin County Commission for Case Management Personnel expenses to be paid to Community Action Agency of South Alabama as fiscal sponsor of Baldwin Together.

As Fiscal Sponsor of Baldwin Together, Community Action Agency (“CAA”) will use funds received from Baldwin County Commission on behalf of Baldwin Together to pay invoices for services for Case Manager(s) at the hourly rate of \$17.00/hr.

Case Manager(s) will be independent contractors and will be provided 1099 tax documents by CAA.

Baldwin Together Personnel Committee will be responsible for initiating and terminating relationships with independent contractors for Case Management services for Baldwin Together Long Term Recovery Project.

CAA will track all funds spent and provide reports to the Baldwin County Commission (“BCC”) on a regular basis and in such manner requested by BCC.

Baldwin Together Case Management Committee will be responsible for training and overseeing all work performed by Case Managers.

Baldwin Together Case Managers will provide Long Term Recovery Case Management to residents of Baldwin County who have been affected by the COVID-19 Pandemic as outlined in the Baldwin Together Case Management Guidelines.

Baldwin Together's Development Committee will seek grant funding for direct financial assistance for Baldwin County residents.

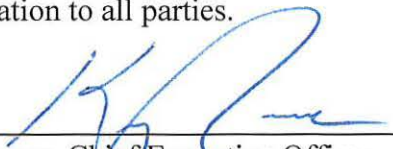
CAA will receive funding raised through grants, individual or corporate donations that will be allocated to COVID-19 Recovery efforts by Baldwin Together.

CAA will pay invoices submitted by Baldwin Together in a timely fashion (typically within 2 weeks of receipt) for recovery assistance with funding raised specific to COVID-19 Recovery.

Baldwin Together will provide requested documentation of funds spent to CAA to aid in the reporting process to funders of the Baldwin Together.

The Baldwin Together Committee will conduct 6-month reviews of the project to assess viability and case load. The results of these reviews will be reported to CAA and the BCC. If Baldwin Together is found not to be viable, the Baldwin Together program will be discontinued.

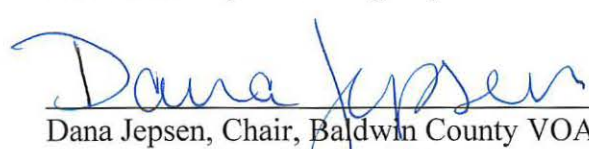
If at any time, either party fails to perform its obligations under this Agreement, and such breach is not cured upon 10-days' written notice, then either Community Action Agency of South Alabama, Baldwin Together Long Term Recovery Project or the Baldwin County Commission may terminate this Agreement. This Agreement may also be terminated by any party upon 30-days' written notice of termination to all parties.



Kris Rowe, Chief Executive Officer  
for Community Action Agency of South Alabama

7/20/2020

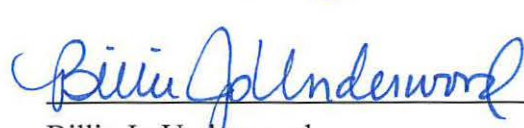
Date



Dana Jepsen, Chair, Baldwin County VOAD  
for Baldwin Together Long-Term Recovery Project

7/20/2020

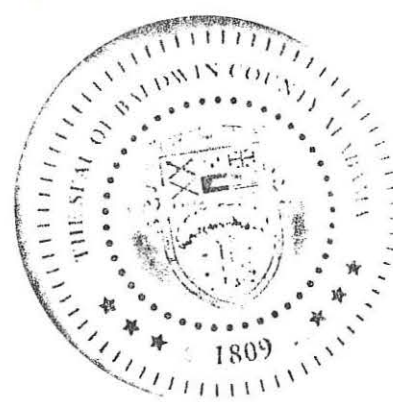
Date



Billie Jo Underwood  
Baldwin County Commission Chairman

7/21/20

Date





# Baldwin County Commission

## Agenda Action Form

File #: 21-1015, Version: 2

Item #: BM2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** Replacement

**From:** Cian Harrison, Clerk/Treasurer; Terri Graham, Development Environmental Director

**Submitted by:** Katrina Taylor, Grants Coordinator

### ITEM TITLE

\*Magnolia Landfill Recycling Facility - Request to Amend the Alabama Department of Natural Resources (ADCNR) - Gulf of Mexico Energy Security Act (GOMESA) Grant Submittal and to Allocate American Rescue Plan Act (ARPA) Funds

### STAFF RECOMMENDATION

Take the following actions:

- 1) Nullify the previously approved Commission action on March 2, 2021, specifically agenda item HA1, for the Alabama Gulf of Mexico Energy Security Act (GOMESA) grant application; and
- 2) Approve the allocation of American Rescue Plan Act (ARPA) funds to design, construct, and purchase equipment for the Recycle Facility, located adjacent to the Magnolia Landfill in Summerdale, Alabama:

Recycle Facility	Estimated Cost	\$5,500,000.00
10% Contingency		\$550,000.00
10% Administrative Costs		\$550,000.00
	Total Estimated Cost	\$6,600,000.00

\*estimated costs may increase due to material costs

### BACKGROUND INFORMATION

**Previous Commission action/date:** [Reason for Replacement Agenda Item: Staff Recommendation was updated to reflect the Commissioners' discussion from the Work Session](#)

### **Background:**

06/15/2021 - Approved the allocation of the following ARPA projects:



COA Main Office COVID Upgrades	Estimated Cost	\$11,875.00
Baldwin Together Case Manager	Estimated Cost	\$25,000.00
Tyler Technologies Software Training	Estimated Cost	\$28,000.00
Countywide Touchless Bathroom Equipment	Estimated Cost	\$80,459.00
Set aside for Nonprofits	Estimated Cost	\$100,000.00
Ionizer in Buildings	Estimated Cost	\$175,000.00
Document Library	Estimated Cost	\$285,000.00
BCSO Hazard Pay and Law Enforcement	Estimated Cost	\$400,000.00
Motorola Projects (2)	Estimated Cost	\$469,181.00
10% Contingency	Estimated Cost	\$157,451.50
10% Administrative Costs	Estimated Cost	\$157,451.50
Total Estimated Cost		\$1,889,418.00

06/01/2021 - 1) Approved the Fund Allocation Application to the U.S. Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds; and 2) Discussed the eligible use of funds.

The Solid Waste Department allocated \$3,000,000.00 to the Recycle Facility in their Fiscal Year 2021 budget. This project was delayed due to the COVID-19 pandemic and is deemed eligible utilizing ARPA funds in accordance with the Treasury’s Interim Final Rule.

03/02/2021 - Approved and authorized Baldwin County Commission through its Solid Waste Department to submit a grant application to Alabama Gulf of Mexico Energy Security Act (GOMESA) for \$3,395,000.00

The Alabama GOMESA funds will consist of purchasing the equipment of a regional Single-Stream Material Recovery Facility (MRF) located adjacent to the Magnolia Landfill in Summerdale, Baldwin County, Alabama. The MRF facility is anticipated to serve approximately 60,000 households in the collection area of Fairhope, Daphne, Foley and other areas within Baldwin County, Alabama. Collection from unincorporated areas and other smaller municipalities will be made possible by an anticipated 31 drop-off locations and curbside collection. Following collection, material will be transported to the proposed Magnolia Recycling Center where it will be sorted using a combination of automated and manual sorting through a single stream system process designed to operate at an initial capacity of 2.5 tons per hour with an ultimate capacity of 8 tons per hour. Following the sorting process the material will be baled and marked for transport and sale. Residue will be disposed of at the Magnolia Sanitary Landfill adjacent to the Facility.

**FINANCIAL IMPACT**

**Total cost of recommendation:** \$3,500,000.00

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Terri Graham, Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Katrina Taylor submit Alabama GOMESA grant request via online portal, and input ARPA project in Munis.

**Additional instructions/notes:** N/A

## American Rescue Plan Act (ARPA) Project Priority List

Updated 06/28/2021

Approved	Description	Estimated Cost	Notes
6/15/2021	COA - Main Office COVID Upgrades	\$11,875.00	Remodeling front reception area to provide a safe and responsible service area to our clients and their loved ones
6/15/2021	Baldwin Together Case Manager	\$25,000.00	COVID Economic Long-Term Recovery through December 31, 2021
6/15/2021	Tyler Technologies - Software Training	\$28,000.00	Taking much longer due to virtual training vs. in person
6/15/2021	Countywide Touchless Bathroom Equipment	\$80,459.00	Soap dispensers (\$9,308), paper towels (\$3,833), and toilets (\$67,318)
6/15/2021	Set aside for Nonprofits	\$100,000.00	
6/15/2021	Ionizers in Buildings	\$175,000.00	
6/15/2021	Document Library	\$285,000.00	Digitized archived records - flood files, etc. - Building and Planning & Zoning, Revenue Commission and other depts
6/15/2021	BCSO Hazard Pay and Law Enforcement	\$400,000.00	
6/15/2021	Motorola Projects (2)	\$469,181.00	Critical Connect Project \$307,626 and Radio Management Project \$161,555
	Subtotal:	\$1,574,515.00	
	10% Contingency:	\$157,451.50	
	10% Admin Cost:	\$157,451.50	
	<b>Immediate Projects Total:</b>	<b>\$1,889,418.00</b>	
TBD	Recycle Facility	\$3,500,000.00	On 7/6/2021 Commission Meeting Agenda
TBD	Historic Tour Application	\$35,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Additional RV Sites	\$200,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Move Communications Tower for 911 Facility	\$500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Animal Shelter	\$1,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	JDC Expansion	\$3,375,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Baldwin County Tech School	\$5,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Jail	\$8,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Broadband	TBD	Awaiting quote
TBD	Tourism - CR-6 Recreational Park and Boat Launch	\$3,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021

# American Rescue Plan Act (ARPA) Project Priority List

Updated 06/28/2021

Approved	Description	Estimated Cost	Notes
TBD	Glass Partitions for Probate Department	TBD	Awaiting quote
TBD	Glass Partitions for Revenue Commission Department	TBD	Awaiting quote
TBD	Relocate Baldwin County Cooperative Library	TBD	Awaiting quote
TBD	SAIL Centers	TBD	Awaiting quote
	Subtotal:	\$25,610,000.00	
	10% Contingency:	\$2,561,000.00	
	10% Admin Cost:	\$2,561,000.00	
	Total TBD Projects:	\$30,732,000.00	
	All Recommended Projects Total:	\$32,621,418.00	

\*Estimated costs may increase due to material costs.



# Baldwin County Commission

## Agenda Action Form

File #: 21-1015, Version: 1

Item #: BM2

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Terri Graham, Development Environmental Director

**Submitted by:** Katrina Taylor, Grants Coordinator

### ITEM TITLE

Magnolia Landfill Recycling Facility - Request to Amend the Alabama Department of Natural Resources (ADCNR) - Gulf of Mexico Energy Security Act (GOMESA) Grant Submittal and to Allocate American Rescue Plan Act (ARPA) Funds

### STAFF RECOMMENDATION

Take the following actions:

- 1) Amend the previously approved Commission action on March 2, 2021, specifically agenda item HA1, for the Alabama Gulf of Mexico Energy Security Act (GOMESA) grant application from \$3,395,000.00 to \$2,000,000.00; and
- 2) Approve the allocation of American Rescue Plan Act (ARPA) funds to design and construct a Recycle Facility, located adjacent to the Magnolia Landfill in Summerdale, Alabama:

Recycle Facility	Estimated Cost	\$3,500,000.00
10% Contingency		\$350,000.00
10% Administrative Costs		\$350,000.00
	Total Estimated Cost	\$4,200,000.00

\*estimated costs may increase due to material costs

### BACKGROUND INFORMATION

**Previous Commission action/date:** 03/02/2021

#### **Background:**

06/15/2021 - Approved the allocation of the following ARPA projects:

COA Main Office COVID Upgrades	Estimated Cost	\$11,875.00
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Baldwin Together Case Manager	Estimated Cost	\$25,000.00
Tyler Technologies Software Training	Estimated Cost	\$28,000.00
Countywide Touchless Bathroom Equipment	Estimated Cost	\$80,459.00
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Motorola Projects (2)	Estimated Cost	\$469,181.00
10% Contingency	Estimated Cost	\$157,451.50
10% Administrative Costs	Estimated Cost	\$157,451.50
	<b>Total Estimated Cost</b>	<b>\$1,889,418.00</b>

06/01/2021 - 1) Approved the Fund Allocation Application to the U.S. Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds; and 2) Discussed the eligible use of funds.

The Solid Waste Department allocated \$3,000,000.00 to the Recycle Facility in their Fiscal Year 2021 budget. This project was delayed due to the COVID-19 pandemic and is deemed eligible utilizing ARPA funds in accordance with the Treasury's Interim Final Rule.

03/02/2021 - Approved and authorized Baldwin County Commission through its Solid Waste Department to submit a grant application to Alabama Gulf of Mexico Energy Security Act (GOMESA) for \$3,395,000.00

The Alabama GOMESA funds will consist of purchasing the equipment of a regional Single-Stream Material Recovery Facility (MRF) located adjacent to the Magnolia Landfill in Summerdale, Baldwin County, Alabama. The MRF facility is anticipated to serve approximately 60,000 households in the collection area of Fairhope, Daphne, Foley and other areas within Baldwin County, Alabama. Collection from unincorporated areas and other smaller municipalities will be made possible by an anticipated 31 drop-off locations and curbside collection. Following collection, material will be transported to the proposed Magnolia Recycling Center where it will be sorted using a combination of automated and manual sorting through a single stream system process designed to operate at an initial capacity of 2.5 tons per hour with an ultimate capacity of 8 tons per hour. Following the sorting process the material will be baled and marked for transport and sale. Residue will be disposed of at the Magnolia Sanitary Landfill adjacent to the Facility.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$3,500,000.00

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Terri Graham, Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Katrina Taylor submit Alabama GOMESA grant request via online portal, and input ARPA project in Munis.

**Additional instructions/notes:** N/A

## American Rescue Plan Act (ARPA) Project Priority List

Updated 06/28/2021

Approved	Description	Estimated Cost	Notes
6/15/2021	COA - Main Office COVID Upgrades	\$11,875.00	Remodeling front reception area to provide a safe and responsible service area to our clients and their loved ones
6/15/2021	Baldwin Together Case Manager	\$25,000.00	COVID Economic Long-Term Recovery through December 31, 2021
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6/15/2021	Motorola Projects (2)	\$469,181.00	Critical Connect Project \$307,626 and Radio Management Project \$161,555
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TBD	Animal Shelter	\$1,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	JDC Expansion	\$3,375,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Baldwin County Tech School	\$5,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Jail	\$8,500,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021
TBD	Broadband	TBD	Awaiting quote
TBD	Tourism - CR-6 Recreational Park and Boat Launch	\$3,000,000.00	Awaiting Treasury's Final Rule - Public Comment Period ends July 16, 2021



# American Rescue Plan Act (ARPA) Project Priority List

Updated 06/28/2021

Approved	Description	Estimated Cost	Notes
TBD	Glass Partitions for Probate Department	TBD	Awaiting quote
TBD	Glass Partitions for Revenue Commission Department	TBD	Awaiting quote
TBD	Relocate Baldwin County Cooperative Library	TBD	Awaiting quote
TBD	SAIL Centers	TBD	Awaiting quote
	Subtotal:	\$25,610,000.00	
	10% Contingency:	\$2,561,000.00	
	10% Admin Cost:	\$2,561,000.00	
	Total TBD Projects:	\$30,732,000.00	
	All Recommended Projects Total:	\$32,621,418.00	

\*Estimated costs may increase due to material costs.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1031, **Version:** 1

**Item #:** BM3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Brian Peacock, CIS Director

**Submitted by:** Katrina Taylor, Grants Coordinator

---

### ITEM TITLE

\*Motorola Solutions, Inc. - Communications Products Agreement

### STAFF RECOMMENDATION

Authorize the Chairman to execute the Communications Products Agreement for Motorola 5-Channel 4-sites P25 Channel Adds between the Baldwin County Commission and Motorola Solutions, Inc. which supplements the first responder communication radio system increasing support County wide.

Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement begins on the effective date and continues until the expiration of the warranty period or three (3) years from the effective date, whichever occurs last.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 06/15/2021

**Background:** During its regularly scheduled meeting held on June 15, 2021, the Baldwin County Commission approved the allocation of \$298,926.60 of American Rescue Plan Act (ARPA) funds for the Motorola P25 Channel Adds.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$298,926.60

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

---

No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Brian Peacock, Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Brian Peacock email signed documents to Motorola contact who will return a counter signed copy.  
Katrina Taylor enter Motorola P25 Channel Adds project in Munis.

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre, Law Department  
8th Floor  
1303 E. Algonquin Road  
Schaumburg, Illinois 60196

**Additional instructions/notes:** N/A

# BALDWIN COUNTY COMMISSION

P25 CHANNEL ADDS

JUNE 14, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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June 14, 2021

Brian Peacock  
Baldwin County Commission  
312 Courthouse Square, #12  
Bay Minette, AL 36507

Subject: 5-Channel 4-sites P25 Channel Adds

Dear Brian,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Baldwin County Commission with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for (5) 800 MHz channels to the Baldwin County, AL system. Currently, the Lillian site has five (5) 700 MHz frequencies which will be distributed to the following sites:

- Two (2) channels to Fairhope
- One (1) channel to Bay Minette
- One (1) channel to Seminole
- One (1) channel to Robertsdale

Also included in this proposal is:

- Seamless Integration including Master Licenses
- Full turn-key installation including Project Management and Engineering.
- Frequency Licensing and Coordination

This proposal consists of this cover letter and the Overview page with Equipment list and Pricing. This proposal shall remain valid for a period of 60 days from the date of this cover letter. The County may accept the proposal by delivering to Motorola Solutions a (to be provided) signed CSA which can be provided upon request. Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Dallas Gamble at (615) 337-5599 or your Manufactures Representative, Stephenie Shirley at (251) 421-7271.

We thank you for the opportunity to furnish the Baldwin County Commission with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Jared West  
Area Sales Manager



SECTION 1

# SYSTEM OVERVIEW

In a request from Baldwin County, AL, Motorola Solutions is providing a quote to add five (5) 800 MHz channels to the Baldwin County, AL system. Currently, the Lillian site has five (5) 700 MHz frequencies which will be distributed to the following sites:

- Two (2) channels to Fairhope
- One (1) channel to Bay Minette
- One (1) channel to Seminole
- One (1) channel to Robertsdale

Some of the 800 MHz RFDS equipment will be installed into the Lillian site to assure that the GTR 8000 ESS functions correctly. Some reprogramming of the GTR 8000 Base Radios may be necessary.

Motorola is also moving the existing conventional 700 MHz channel down to an existing antenna that is already installed on the site.

SECTION 2

# DESIGN ASSUMPTIONS

- Astro 21.1 system release
- Building specifications meet or exceed Motorola's R-56 standards
- There is sufficient power to handle the new equipment
- Existing antenna and line for conventional channel
- Existing antenna and line is in good working order. If a sweep reveals otherwise, customer will need to replace.



SECTION 3

# PRICING

Motorola Solutions is pleased to provide the following equipment and services to The Baldwin County Board of Commission:

Description	Pricing
Total Equipment, Repeaters, Software and Licenses	\$216,675.00
Installation Services and Frequency Coordination	\$47,557.00
Implementation Services, Project Management	\$78,813.00
<b>System List Price Total</b>	<b>\$343,045.00</b>
State of Alabama T300 Contract Equipment Discount	<b>-\$11,018.40</b>
Q1 Management Incentive*	<b>-\$33,100.00</b>
<b>FINAL SALE PRICE</b>	<b>\$298,926.60</b>
<i>*Contract Must be executed by September 30th.</i>	







SECTION 4

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

SHIP TO	SUB SYS ID	SUB SYS	LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (USD)	EXT LIST (USD)
<b>CORE</b>	LICENSE	CORE LICENSE	1	-	877	1	SQM01SUM0323	ASTRO MASTER SITE	\$ -	\$ -
<b>CORE</b>	LICENSE	CORE LICENSE	1	a	877	1	CA03517AC	ADD: CORE EXPANSION	\$ -	\$ -
<b>CORE</b>	LICENSE	CORE LICENSE	1	b	877	5	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	\$ 3,000	\$ 15,000
						0			\$ -	\$ -
<b>LILLIAN</b>	RFDS	COMBINER	2	-	457	1	DSPCD013V6	6 CHANNEL COMBINER KIT, STANDARD ISOLATION, 851-870 MHZ	\$ 9,366	\$ 9,366
<b>LILLIAN</b>	RFDS	TX FILTER	3	-	457	1	DSSPC004V2	TX POST FILTER/PMU KIT, 851-870 MHZ	\$ 1,204	\$ 1,204
						0			\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300	\$ 6,300
<b>FAIRHOPE</b>	BASE RADIO	BR	4	c	112	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS	\$ 11,800	\$ 11,800
<b>FAIRHOPE</b>	BASE RADIO	BR	4	d	595	2	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 18,760	\$ 37,520
<b>FAIRHOPE</b>	BASE RADIO	TDMA SW	4	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$ 13,000	\$ 13,000
<b>FAIRHOPE</b>	BASE RADIO	HARDWARE			112	2	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50	\$ 100
<b>FAIRHOPE</b>	BASE RADIO	POWER	5	-	207	2	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$ 71	\$ 142
						0			\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300	\$ 6,300
<b>BAY MINETTE</b>	BASE RADIO	BR	6	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO	\$ 5,900	\$ 5,900
<b>BAY MINETTE</b>	BASE RADIO	BR	6	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 18,760	\$ 18,760
<b>BAY MINETTE</b>	BASE RADIO	TDMA SW	6	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$ 13,000	\$ 13,000
<b>BAY MINETTE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50	\$ 50
<b>BAY MINETTE</b>	BASE RADIO	POWER	7	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$ 71	\$ 71



								0		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	b	112	1	CA00855AA	ADD: 700/800 MHZ		\$ 6,300	\$ 6,300
<b>SEMINOLE</b>	BASE RADIO	BR	8	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO		\$ 5,900	\$ 5,900
<b>SEMINOLE</b>	BASE RADIO	BR	8	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW		\$ 18,760	\$ 18,760
<b>SEMINOLE</b>	BASE RADIO	TDMA SW	8	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE		\$ 13,000	\$ 13,000
<b>SEMINOLE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE		\$ 50	\$ 50
<b>SEMINOLE</b>	BASE RADIO	POWER	9	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS		\$ 71	\$ 71
								0		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	b	112	1	CA00855AA	ADD: 700/800 MHZ		\$ 6,300	\$ 6,300
<b>ROBERTSDALE</b>	BASE RADIO	BR	10	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO		\$ 5,900	\$ 5,900
<b>ROBERTSDALE</b>	BASE RADIO	BR	10	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW		\$ 18,760	\$ 18,760
<b>ROBERTSDALE</b>	BASE RADIO	TDMA SW	10	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE		\$ 13,000	\$ 13,000
<b>ROBERTSDALE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE		\$ 50	\$ 50
<b>ROBERTSDALE</b>	BASE RADIO	POWER	11	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS		\$ 71	\$ 71

Use or disclosure of this proposal is subject to the restrictions on the cover page.

P25 Channel Adds







# BALDWIN COUNTY COMMISSION

P25 CHANNEL ADDS

JUNE 21, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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June 21, 2021

Brian Peacock  
Baldwin County Commission  
312 Courthouse Square, #12  
Bay Minette, AL 36507

Subject: 5-Channel 4-sites P25 Channel Adds

Dear Brian,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Baldwin County Commission with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for (5) 800 MHz channels to the Baldwin County, AL system. Currently, the Lillian site has five (5) 700 MHz frequencies which will be distributed to the following sites:

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Also included in this proposal is:

- Seamless Integration including Master Licenses
- Full turn-key installation including Project Management and Engineering.
- Frequency Licensing and Coordination

This proposal consists of this cover letter, the System Overview, Equipment list, Assumptions, a Statement of Work and Pricing. This proposal shall remain valid for a period of 60 days from the date of this cover letter. The County may accept the proposal by delivering to Motorola Solutions the included signed CSA. Alternatively, Motorola Solutions would be pleased to address any concerns you may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Dallas Gamble at (615) 337-5599 or your Manufactures Representative, Stephenie Shirley at (251) 421-7271.

We thank you for the opportunity to furnish the Baldwin County Commission with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Jared West  
Area Sales Manager



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SECTION 1

# SYSTEM OVERVIEW

In a request from Baldwin County, AL, Motorola Solutions is providing a quote to add five (5) 800 MHz channels to the Baldwin County, AL system. Currently, the Lillian site has five (5) 700 MHz frequencies which will be distributed to the following sites:

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Motorola is also moving the existing conventional 700 MHz channel down to an existing antenna that is already installed on the site.

SECTION 2

# DESIGN ASSUMPTIONS

- Astro 21.1 system release
- Building specifications meet or exceed Motorola's R-56 standards
- There is sufficient power to handle the new equipment
- Existing antenna and line for conventional channel
- Existing antenna and line is in good working order. If a sweep reveals otherwise, customer will need to replace.



SECTION 3

# STATEMENT OF WORK

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
<b>PROJECT INITIATION</b>		
<b>Contract Finalization and Team Creation</b>		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
<b>Project Administration</b>		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
<b>Project Kickoff</b>		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		



Tasks	Motorola Solutions	Customer
<b>Design Review</b>		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide frequency and radio information for each site.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Complete the required forms required for frequency coordination and licensing.	X	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
<b>SITE PREPARATION AND DEVELOPMENT</b>		
<b>Site Access</b>		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X



Tasks	Motorola Solutions	Customer
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
<b>Site Planning</b>		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that required rack space is available for installation of the new equipment.		X
Deliverable: Information and permitting requirements completed at each site.		
<b>General Facility Improvements</b>		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		X
Provide one-time mobilization of construction crews.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
<b>SYSTEM INSTALLATION</b>		
<b>Equipment Order and Manufacturing</b>		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
<b>Equipment Shipment and Storage</b>		
Provide secure location for solution equipment.		X



Tasks	Motorola Solutions	Customer
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
<b>General Installation</b>		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	X	
Deliverable: Equipment installed.		
<b>ASTRO 25 Core and Remote Site Installation and Configuration</b>		
Install fixed equipment contained in the equipment list and system description.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		
<b>SYSTEM OPTIMIZATION AND TESTING</b>		
<b>Solution Optimization</b>		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Deliverable: Completion of System Optimization.		
<b>Functional Acceptance Testing</b>		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	



Tasks	Motorola Solutions	Customer
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
<b>PROJECT TRANSITION</b>		
<b>Cutover</b>		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
<b>Transition to Warranty</b>		
Review the items necessary for transitioning the project to warranty support and service.	X	



Tasks	Motorola Solutions	Customer
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
<b>Finalize Documentation and System Acceptance</b>		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: <ul style="list-style-type: none"> <li>- Site Block Diagrams.</li> <li>- Site Floor Plans.</li> <li>- Site Equipment Rack Configurations.</li> <li>- Antenna Network Drawings for RF Sites (where applicable).</li> <li>- ATP Test Checklists.</li> <li>- Functional Acceptance Test Plan Test Sheets and Results.</li> <li>- Equipment Inventory List.</li> <li>- Maintenance Manuals (where applicable).</li> <li>- Technical Service Manuals (where applicable).</li> </ul> Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



SECTION 4

# PRICING

Motorola Solutions is pleased to provide the following equipment and services to The Baldwin County Board of Commission:

Description	Pricing
Total Equipment, Repeaters, Software and Licenses	\$216,675.00
Installation Services and Frequency Coordination	\$47,557.00
Implementation Services, Project Management	\$78,813.00
<b>System List Price Total</b>	<b>\$343,045.00</b>
State of Alabama T300 Contract Equipment Discount	<b>-\$11,018.40</b>
Q1 Management Incentive*	<b>-\$33,100.00</b>
<b>FINAL SALE PRICE</b>	<b>\$298,926.60</b>
<i>*Contract Must be executed by September 30th.</i>	





SECTION 5

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

SHIP TO	SUB SYS ID	SUB SYS	LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION	UNIT LIST (USD)	EXT LIST (USD)
<b>CORE</b>	LICENSE	CORE LICENSE	1	-	877	1	SQM01SUM0323	ASTRO MASTER SITE	\$ -	\$ -
<b>CORE</b>	LICENSE	CORE LICENSE	1	a	877	1	CA03517AC	ADD: CORE EXPANSION	\$ -	\$ -
<b>CORE</b>	LICENSE	CORE LICENSE	1	b	877	5	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC	\$ 3,000	\$ 15,000
						0			\$ -	\$ -
<b>LILLIAN</b>	RFDS	COMBINER	2	-	457	1	DSPCD013V6	6 CHANNEL COMBINER KIT, STANDARD ISOLATION, 851-870 MHZ	\$ 9,366	\$ 9,366
<b>LILLIAN</b>	RFDS	TX FILTER	3	-	457	1	DSSPC004V2	TX POST FILTER/PMU KIT, 851-870 MHZ	\$ 1,204	\$ 1,204
						0			\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
<b>FAIRHOPE</b>	BASE RADIO	ESS CHANNEL ADDITION	4	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300	\$ 6,300
<b>FAIRHOPE</b>	BASE RADIO	BR	4	c	112	1	X302AE	ADD: QTY (2) GTR 8000 BASE RADIOS	\$ 11,800	\$ 11,800
<b>FAIRHOPE</b>	BASE RADIO	BR	4	d	595	2	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 18,760	\$ 37,520
<b>FAIRHOPE</b>	BASE RADIO	TDMA SW	4	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$ 13,000	\$ 13,000
<b>FAIRHOPE</b>	BASE RADIO	HARDWARE			112	2	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50	\$ 100
<b>FAIRHOPE</b>	BASE RADIO	POWER	5	-	207	2	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$ 71	\$ 142
						0			\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE	\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1	\$ -	\$ -
<b>BAY MINETTE</b>	BASE RADIO	ESS CHANNEL ADDITION	6	b	112	1	CA00855AA	ADD: 700/800 MHZ	\$ 6,300	\$ 6,300
<b>BAY MINETTE</b>	BASE RADIO	BR	6	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO	\$ 5,900	\$ 5,900
<b>BAY MINETTE</b>	BASE RADIO	BR	6	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW	\$ 18,760	\$ 18,760
<b>BAY MINETTE</b>	BASE RADIO	TDMA SW	6	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE	\$ 13,000	\$ 13,000
<b>BAY MINETTE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE	\$ 50	\$ 50
<b>BAY MINETTE</b>	BASE RADIO	POWER	7	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS	\$ 71	\$ 71



								0		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1		\$ -	\$ -
<b>SEMINOLE</b>	BASE RADIO	ESS CHANNEL ADDITION	8	b	112	1	CA00855AA	ADD: 700/800 MHZ		\$ 6,300	\$ 6,300
<b>SEMINOLE</b>	BASE RADIO	BR	8	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO		\$ 5,900	\$ 5,900
<b>SEMINOLE</b>	BASE RADIO	BR	8	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW		\$ 18,760	\$ 18,760
<b>SEMINOLE</b>	BASE RADIO	TDMA SW	8	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE		\$ 13,000	\$ 13,000
<b>SEMINOLE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE		\$ 50	\$ 50
<b>SEMINOLE</b>	BASE RADIO	POWER	9	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS		\$ 71	\$ 71
								0		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	-	112	1	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	a	595	1	CA03678AA	ADD: ASTRO SYSTEM RELEASE 2021.1		\$ -	\$ -
<b>ROBERTSDALE</b>	BASE RADIO	ESS CHANNEL ADDITION	10	b	112	1	CA00855AA	ADD: 700/800 MHZ		\$ 6,300	\$ 6,300
<b>ROBERTSDALE</b>	BASE RADIO	BR	10	c	112	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO		\$ 5,900	\$ 5,900
<b>ROBERTSDALE</b>	BASE RADIO	BR	10	d	595	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW		\$ 18,760	\$ 18,760
<b>ROBERTSDALE</b>	BASE RADIO	TDMA SW	10	e	595	1	CA01842AA	ADD: P25 TDMA SOFTWARE		\$ 13,000	\$ 13,000
<b>ROBERTSDALE</b>	BASE RADIO	HARDWARE			112	1	X153AW	ADD: RACK MOUNT HARDWARE		\$ 50	\$ 50
<b>ROBERTSDALE</b>	BASE RADIO	POWER	11	-	207	1	DS3500072	NEMA 5-20 TO IEC C15 CORD, 10 FT FOR GTR RACKS		\$ 71	\$ 71

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 6

# CONTRACTUAL DOCUMENTATION

Provided on the following pages.



## Communications Products Agreement

Motorola Solutions, Inc. (“Motorola”) and **Baldwin County Commission** (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

### Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola “Software License Agreement”
Exhibit B	Payment Terms
Exhibit C	Motorola’s Proposal dated June 21, 2021

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. “Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. “Contract Price” means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. “Effective Date” means that date upon which the last Party executes this Agreement.
- 2.4. “Equipment” means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. “Motorola Software” means Software that Motorola or its affiliated company owns.
- 2.8. “Non-Motorola Software” means Software that another party owns.
- 2.9. “Open Source Software” (also called “freeware” or “shareware”) software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. “Products” mean the Equipment and Software provided by Motorola under this Agreement.



2.11. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. “Software” means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. “Warranty Period” means one (1) year from the date of shipment of the Products.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of



the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

#### **Section 4 PERFORMANCE SCHEDULE**

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

#### **Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$298,926.60**

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier’s check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer’s reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the Customer at the following address:

Name: Baldwin County Commission

Address: 322 Courthouse Square, Bay Minette, Al. 36507

Phone: 251-580-2598

Email: BPEACOCK@baldwincountyal.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Baldwin County Commission

Address: 322 Courthouse Square, Bay Minette, Al. 36507

Phone: 251-580-2598

Email: BPEACOCK@baldwincountyal.gov

The Equipment shall be shipped to the Customer at the following address (insert if this information is known):

**Name: Team One Communications, Inc.**

**Address: 3360 Key Street, Mobile, Al. 36609**

**Phone: (251) 343-2560**



Customer may change this information by giving written notice to Motorola.

## **Section 6 SITES AND SITE CONDITIONS**

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in Exhibit B as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

## **Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

## **Section 8 REPRESENTATIONS AND WARRANTIES**

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.



8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 9 DELAYS**

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

## **Section 10 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a “Dispute”).

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party (“Notice of Mediation”). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 11 DEFAULT AND TERMINATION**

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party





will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

## **Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

## **Section 13 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives



the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

14.1. Confidentiality Obligation. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. During the term of this Agreement, for a period of three (3) years from the date of expiration or termination of this Agreement, and to the extent allowed by law, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees, officers, officials, agents, volunteers or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

14.1.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

14.1.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser’s Confidential Information or any breach of this Agreement.

14.1.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser’s written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **14.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS.**

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so.



The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

## **Section 15 GENERAL**

15.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 **WAIVER.** Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer  
Baldwin County Commission  
Attn: Brian Peacock  
322 Courthouse Square  
Bay Minnette, AL 36507

Motorola Solutions, Inc.  
Attn: Judy Jean-Pierre, Law Dept.  
1303 E. Algonquin Road, IL01-8<sup>th</sup> Floor  
Schaumburg, IL 60196

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission (“FCC”) licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Exhibit A

### SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola") and Suwannee County, FL ("Licensee"). For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software



Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **Section 4      LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5      OWNERSHIP AND TITLE**



Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**



8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

- i. This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the





appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Florida. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



**Exhibit B**  
**PAYMENT SCHEDULE**

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 20% of the Contract Price due upon contract execution;
2. 50% of the Contract Price due upon shipment of equipment;
3. 20% of the Contract Price due upon installation of equipment;
4. 10% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.



P25 Channel Adds



Motorola Solutions

Use or disclosure of this proposal is subject  
to the restrictions on the cover page.

*Contractual Documentation 6-17*



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1032, **Version:** 1

**Item #:** BM4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Brian Peacock, CIS Director

**Submitted by:** Katrina Taylor, Grants Coordinator

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### ITEM TITLE

Motorola Equipment Lease Purchase Agreement #24671 - Change Order 002

### STAFF RECOMMENDATION

Authorize the Chairman to execute Change Order 002 for Motorola Equipment Lease Purchase Agreement #24671 2-Site Add to Baldwin County Master Core ALA18P124A which adds Radio Management Licenses.

### BACKGROUND INFORMATION

**Previous Commission action/date:** 06/15/2021

**Background:** During its regularly scheduled meeting held on June 15, 2021, the Baldwin County Commission approved the allocation of \$170,000.00 of American Rescue Plan Act (ARPA) funds for the Motorola Radio Management Licenses.

Change order 002 will allow for remote management of First Responder communications equipment affiliated with these sites.

02/02/2021 - Authorized and approved the Chairman to execute Change Order 001 for Motorola Equipment Lease Purchase Agreement #24671 2-Site Add to Baldwin County Master Core ALA18P124A which descopes certain site development services and adds MPLS routers and installation services for interzone capability. The Change Order will have no effect to the existing lease equipment list and there will be a net charge of \$0 to the overall project.

09/20/2019 - Took the following actions regarding the Motorola Solutions, Inc. Proposal (Motorola Equipment Lease Purchase Agreement #24671) for the P25 Coverage Site Addition in the Gulf Shores and Fort Morgan area: 1) Authorized the Chairman to execute the 2-Site Add to Baldwin County Master Core ALA18P124A and; 2) Authorized the Chairman, County Administrator, County Attorney and Communications and Information Systems (CIS) Director to execute the following:

a) Equipment Lease-Purchase Agreement

- b) Communications System Agreement (Lease)
- c) Software License Agreement (Exhibit A to Communications System Agreement)
- d) Any and all other required documentation related to the approval of the P25 RF Coverage Site in the Gulf Shores or Fort Morgan area. These sites would utilize existing vertical assets in both locations.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$170,000.00

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
No

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Brian Peacock, Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Brian Peacock email signed documents to Motorola contact who will return a counter signed copy.  
Katrina Taylor enter Motorola Radio Management project in Munis.

Address Correspondence to:  
Stephanie Shirley, Motorola Representative  
Team One Communications, Inc.  
3360 Key Street  
Mobile, Alabama 36609

**Additional instructions/notes: N/A**

**Change Order No.** 002  
**Date:** 6/24/2021  
**Project Name:** Baldwin County 2 Site Add  
**Customer Name:** Baldwin County Commission  
**Customer Project Mgr:** Brian Peacock

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Add Radio Management Licenses

**Contract #** Lease 24671                      **Contract Date:** 9/20/2019

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

**Contract Price Adjustments**

Original Contract Value:	\$986,966
Previous Change Order amounts for Change Order numbers <input type="text"/> through <input type="text"/>	\$0
This Change Order:	\$170,000
New Contract Value:	\$1,156,966

**Completion Date Adjustments**

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

Changes in Equipment: <i>(additions, deletions or modifications)</i> Include attachments if needed							
Item	Quantity	Model	Model Description	APC	List	Extended List	15% DISCOUNT
1	1	T7913A	RADIO MANAGEMENT OFFLINE	430	\$0.00	\$0.00	\$0.00
1a	1000	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	430	\$100.00	\$100,000.00	\$85,000.00
2	1	T7913A	RADIO MANAGEMENT OFFLINE	430	\$0.00	\$0.00	\$0.00
2a	1000	UA00048AA	ADD: RADIO MANAGEMENT LICENSES OFFLINE	430	\$100.00	\$100,000.00	\$85,000.00
3	1	T7913A	RADIO MANAGEMENT OFFLINE	430	\$0.00	\$0.00	\$0.00
						TOTAL:	\$170,000.00

Changes in Services: <i>(additions, deletions or modifications)</i> Include attachments if needed

Schedule Changes: <i>(describe change or N/A)</i>
N/A

Pricing Changes: <i>(describe change or N/A)</i>
Increase of \$170,000 via new Purchase Order. Lease is not to be modified.

Customer Responsibilities: <i>(describe change or N/A)</i>
N/A

Payment Schedule for this Change Order: <i>(describe new payment terms applicable to this change order)</i>
100% on Equipment Shipment.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

**Motorola Solutions,  
Inc.**

**Customer**

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_  
 Motorola Solutions Project Manager

Date: \_\_\_\_\_





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1027, **Version:** 1

**Item #:** BM5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer; Brian Peacock, CIS Director

**Submitted by:** Katrina Taylor, Grants Coordinator

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### **ITEM TITLE**

\*Tyler Technologies - Amendment to License and Services Agreement

### **STAFF RECOMMENDATION**

Related to the License and Services Agreement between Baldwin County Commission and Tyler Technologies, take the following actions:

- 1) Approve the Amendment to the License and Services Agreement and authorize the Chairman to sign any related documents; and
- 2) Authorize the Chairman to sign the Sales Quotation for Implementation Assistance in the amount of \$28,000.00 and any related documents.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 06/15/2021

**Background:** During its regularly scheduled meeting held on June 15, 2021, the Commission approved the allocation of \$28,000.00 of American Rescue Plan Act (ARPA) funds for the Tyler Technologies Implementation Assistance.

02/02/2021 - Took the following actions related to the License and Services Agreement between Baldwin County Commission and Tyler Technologies; effective on June 11, 2019: 1) Approved and authorize the Chairman to sign all documents related to the Amendment to the License and Services Agreement which removes unused conversions in the amount of \$4,000.00; and 2) Approved and authorize the Chairman to sign all documents related to the sales quotation for Implementation Hours in the amount of \$3,500.00.

06/04/2019 - Approved and authorized the Chairman to sign all documents related to the purchase and installation of Tyler software and related services through a Sourcewell contract, formerly known as National Joint Powers Alliance, for the amount of \$1,140,220.00 with an additional estimated travel cost of \$97,270.00. Invoicing for all fees are set forth in the Investment Summary per Tyler

Technologies' Invoicing and Payment Policy attached in the License and Services Agreement.  
(Contract is effective upon full execution.)

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$28,000.00

**Budget line item(s) to be used:** N/A - to be funded using American Rescue Plan Funds

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

David Conner, previously reviewed Tyler Technologies legal documents.

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Brian Peacock, Katrina Taylor

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Brian Peacock email signed documents to Tyler Technologies contact who will return a counter signed copy. Katrina Taylor enter Tyler Technologies Implementation Assistance project in Munis.

Address correspondence to:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, Maine 04096

Attention: Chief Legal Officer

**Additional instructions/notes:** N/A





This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. (“Tyler”) and the Baldwin County, Alabama (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused services are hereby removed from the Agreement:
  - Tyler Forms – Financial Library – at a contract price of \$2,800.
  - Tyler Forms – Personnel Action Library – at a contract price of \$1,200.
  - Tyler Forms – General Billing Library – at a contract price of \$2,500.
2. 160 implementation hours, totaling \$28,000.00 (at a rate of \$175 per hour), are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





## **Exhibit 1 Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: David Regnery  
 Date: 5/28/2021  
 Quote Expiration: 11/6/2021  
 Quote Name: Baldwin County-ERP-Munis 15 Implementation Days  
 Quote Number: 2021-127950  
 Quote Description: Implementation Assistance

**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette , AL 36507-4809  
 Phone: +1 (251) 937-9561

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	160	\$175	\$28,000	\$0
<b>Total:</b>			<b>\$28,000</b>	<b>\$0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$28,000.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$28,000.00</b>	<b>\$0.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$28,000.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_







This amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. (“Tyler”) and the Baldwin County, Alabama (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated June 11, 2019 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused services are hereby removed from the Agreement:
  - Tyler Forms – Financial Library – at a contract price of \$2,800.
  - Tyler Forms – Personnel Action Library – at a contract price of \$1,200.
  - Tyler Forms – General Billing Library – at a contract price of \$2,500.
2. 160 implementation hours, totaling \$28,000.00 (at a rate of \$175 per hour), are hereby added to the Agreement as set forth in the Investment Summary attached hereto as Exhibit 1. Services added to the Agreement pursuant to this Amendment, plus expenses, will be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Baldwin County

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **Exhibit 1 Investment Summary**

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: David Regnery  
 Date: 5/28/2021  
 Quote Expiration: 11/6/2021  
 Quote Name: Baldwin County-ERP-Munis 15 Implementation Days  
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**Sales Quotation For**

Baldwin County  
 322 Courthouse Sq  
 Bay Minette , AL 36507-4809  
 Phone: +1 (251) 937-9561

**Other Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
Implementation Hours	160	\$175	\$28,000	\$0
<b>Total:</b>			<b>\$28,000</b>	<b>\$0</b>

**Summary**

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total Tyler Annual		\$0.00
Total Tyler Services	\$28,000.00	\$0.00
Total Third Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$28,000.00</b>	<b>\$0.00</b>
<b>Contract Total (Excluding Estimated Travel)</b>	<b>\$28,000.00</b>	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Client Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1030, **Version:** 2

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Black, Office Manager

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### ITEM TITLE

\*License Agreement #21006 - Cedar Street - Right-of-Way

### STAFF RECOMMENDATION

Approve License Agreement #21006 permitting Mr. Thomas James Wolff to maintain the existing driveway on Cedar Street right-of-way to access his property. (The term of this agreement shall commence on the date of full execution. License for Maintenance shall be indefinite according to the terms of the agreement.)

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Mr. Wolff desires to maintain the existing driveway on Cedar Street right-of-way to access his property.

The road name in the staff recommendation was changed from Cedar Point to Cedar Street. Additional information was added to the license agreement noting the driveway may be modified or removed if right-of-way is opened in the future.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have License Agreement executed by the Chairman and forward the original to the County Engineer. Mike Campbell will issue the License Agreement and conduct all necessary follow-up inspections on maintenance performed.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “Agreement”) between the Baldwin County Commission (“Licensor”), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Thomas James Wolff** (“Licensee”), with an address at **6835 US Hwy 98 Fairhope, Alabama 36532.**

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Cedar Point right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the “Property”);

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **maintaining existing driveway on right-of-way**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Thomas James Wolff**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **maintain existing driveway on right-of-way**. The Property shall be used for the sole purpose of **accessing property**. No further development or use of the Property is permitted or allowed without Licensor’s prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives (“Licensee Representatives”). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. **Property.** The real property subject hereto is limited to and sufficiently described as the **Cedar Point right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on



N/A. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without

limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial

General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for

one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:

Thomas James Wolff

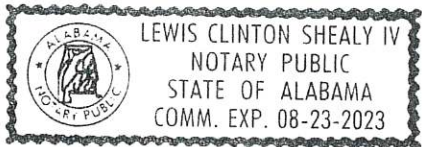
BY: Thomas James Wolff 4/22/2021  
/Date

State of Alabama )

County of Baldwin )

I, Lewis Clinton Shealy IV, a Notary Public in and for said County, in said State, hereby certify that Thomas James Wolff, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 22<sup>nd</sup> day of April, 2020.



Lewis Clinton Shealy IV  
Notary Public

My Commission Expires: 08/23/2023

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_


# LA# 21006 Thomas James Wolff Vicinity Map



## Legend


### Utility\_Permits

#### Type

 License Agreement

 CROSSDRAIN

 Paved

 911 Roads

 LAND PARCELS

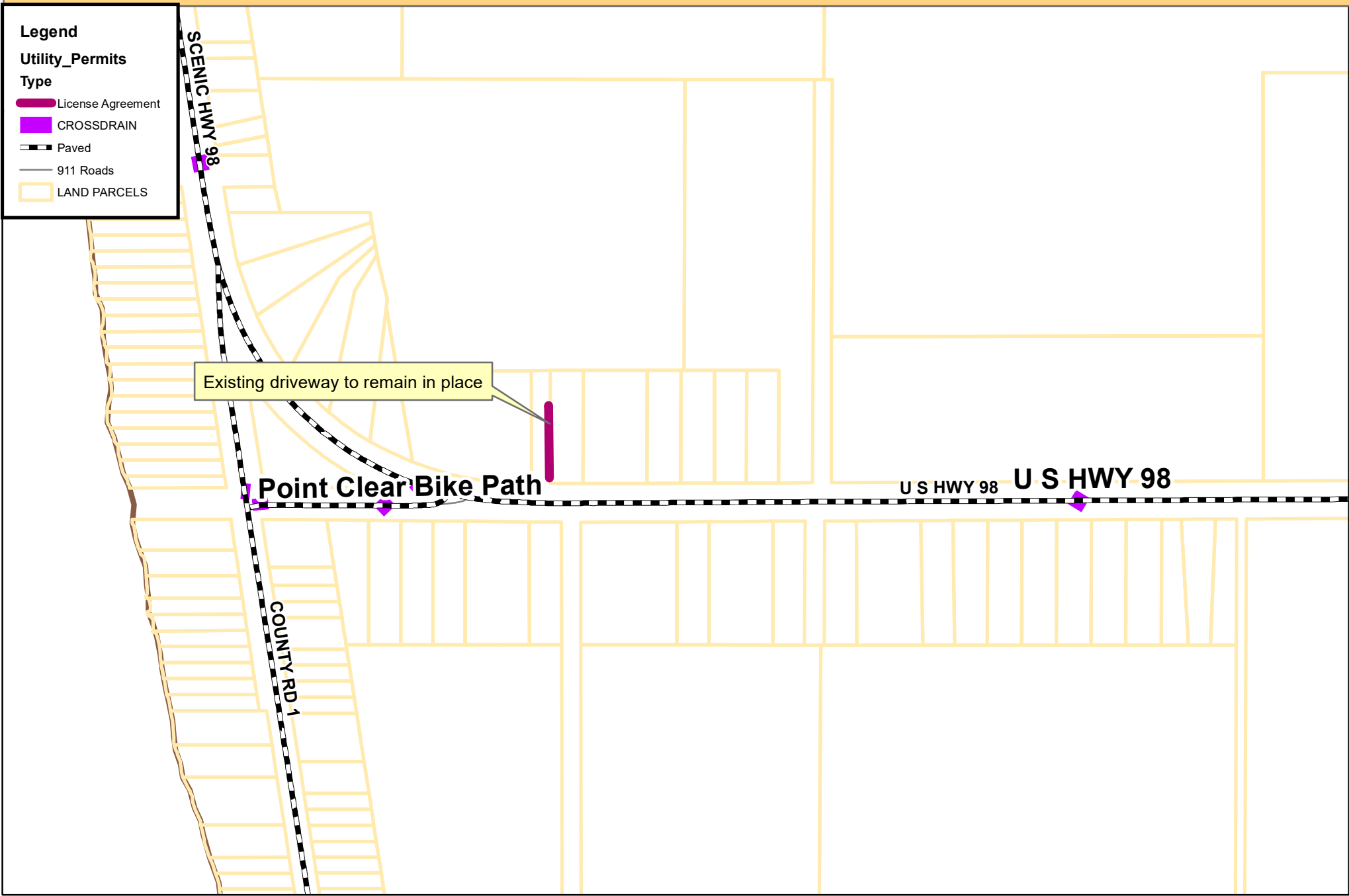
SCENIC HWY 98

Existing driveway to remain in place

Point Clear Bike Path

U S HWY 98 U S HWY 98

COUNTY RD 1




# LA# 21006 Thomas James Wolff Site Map



## Legend


### Utility\_Permits

#### Type

 License Agreement

 CROSSDRAIN

 Paved

 911 Roads

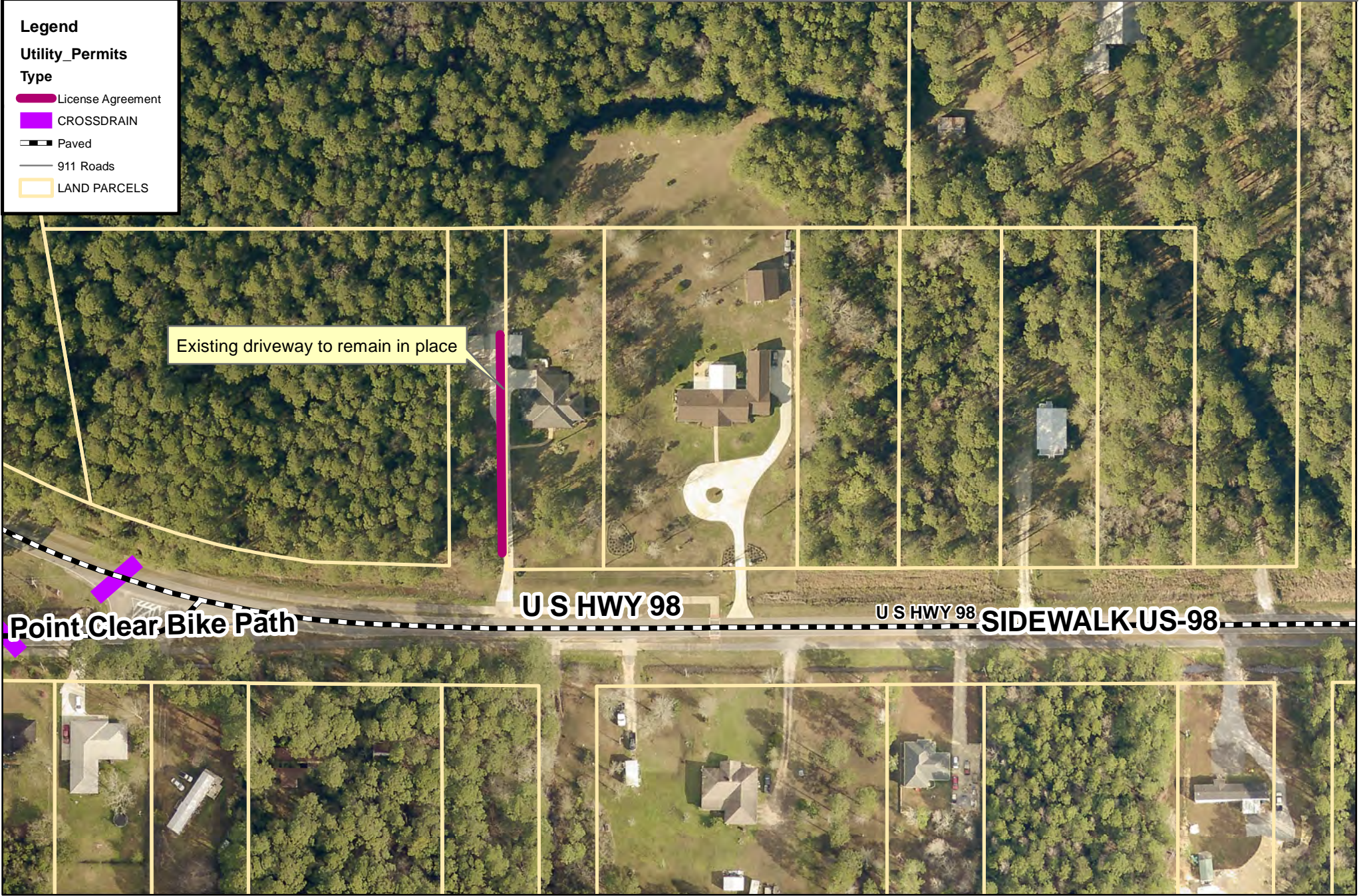
 LAND PARCELS

Existing driveway to remain in place

**Point Clear Bike Path**

**U S HWY 98**

**U S HWY 98 SIDEWALK-US-98**





**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this "Agreement") between the Baldwin County Commission ("Licensor"), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Thomas James Wolff** ("Licensee"), with an address at **6835 US Hwy 98 Fairhope, Alabama 36532.**

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Cedar Street right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the "Property");

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **maintaining existing driveway on right-of-way, and licensee agrees if in the future the right-of-way is opened for travel or needs other modifications, the portion of the driveway in the right-of-way may be modified or removed;** and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Thomas James Wolff**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **maintain existing driveway on right-of-way.** The Property shall be used for the sole purpose of **accessing property.** No further development or use of the Property is permitted or allowed without Licensor's prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives ("Licensee Representatives"). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. **Property.** The real property subject hereto is limited to and sufficiently described as the **Cedar Street right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for

installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on N/A. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and

all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for

both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

**LICENSEE:**

BY: Thomas James Wolff 7/1/2021  
/Date

State of Alabama )

County of Baldwin )

I, Lisa O Sangster, a Notary Public in and for said County, in said State, hereby certify that Thomas James Wolff, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 1<sup>st</sup> day of July, 2020.

Lisa O Sangster  
Notary Public

My Commission Expires: **My Commission Expires: August 17, 2022**

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1030, **Version:** 1

**Item #:** BN1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer

Tyler Mitchell, P.E., Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Black, Office Manager

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### ITEM TITLE

License Agreement #21006 - Cedar Point - Right-of-Way

### STAFF RECOMMENDATION

Approve License Agreement #21006 permitting Mr. Thomas James Wolff to maintain the existing driveway on Cedar Point right-of-way to access his property. (The term of this agreement shall commence on the date of full execution. License for Maintenance shall be indefinite according to the terms of the agreement.)

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Mr. Wolff desires to maintain the existing driveway on Cedar Point right-of-way to access his property.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A



**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have License Agreement executed by the Chairman and forward the original to the County Engineer. Mike Campbell will issue the License Agreement and conduct all necessary follow-up inspections on maintenance performed.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “Agreement”) between the Baldwin County Commission (“Licensor”), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Thomas James Wolff** (“Licensee”), with an address at **6835 US Hwy 98 Fairhope, Alabama 36532.**

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Cedar Point right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the “Property”);

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **maintaining existing driveway on right-of-way**; and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. **Grant of Revocable, Non-Exclusive and Temporary License.** Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Thomas James Wolff**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **maintain existing driveway on right-of-way**. The Property shall be used for the sole purpose of **accessing property**. No further development or use of the Property is permitted or allowed without Licensor’s prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives (“Licensee Representatives”). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. **Property.** The real property subject hereto is limited to and sufficiently described as the **Cedar Point right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. **Term of License (Installation and Maintenance).** The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on

N/A. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without

limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial

General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.

19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for

one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

LICENSEE:

Thomas James Wolff

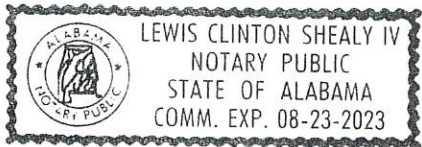
BY: Thomas James Wolff 4/22/2021  
/Date

State of Alabama )

County of Baldwin )

I, Lewis Clinton Shealy IV, a Notary Public in and for said County, in said State, hereby certify that Thomas James Wolff, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the 22<sup>nd</sup> day of April, 2020.



Lewis Clinton Shealy IV  
Notary Public

My Commission Expires: 08/23/2023

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_




# LA# 21006 Thomas James Wolff Vicinity Map



## Legend


### Utility\_Permits

#### Type

 License Agreement

 CROSSDRAIN

 Paved

 911 Roads

 LAND PARCELS

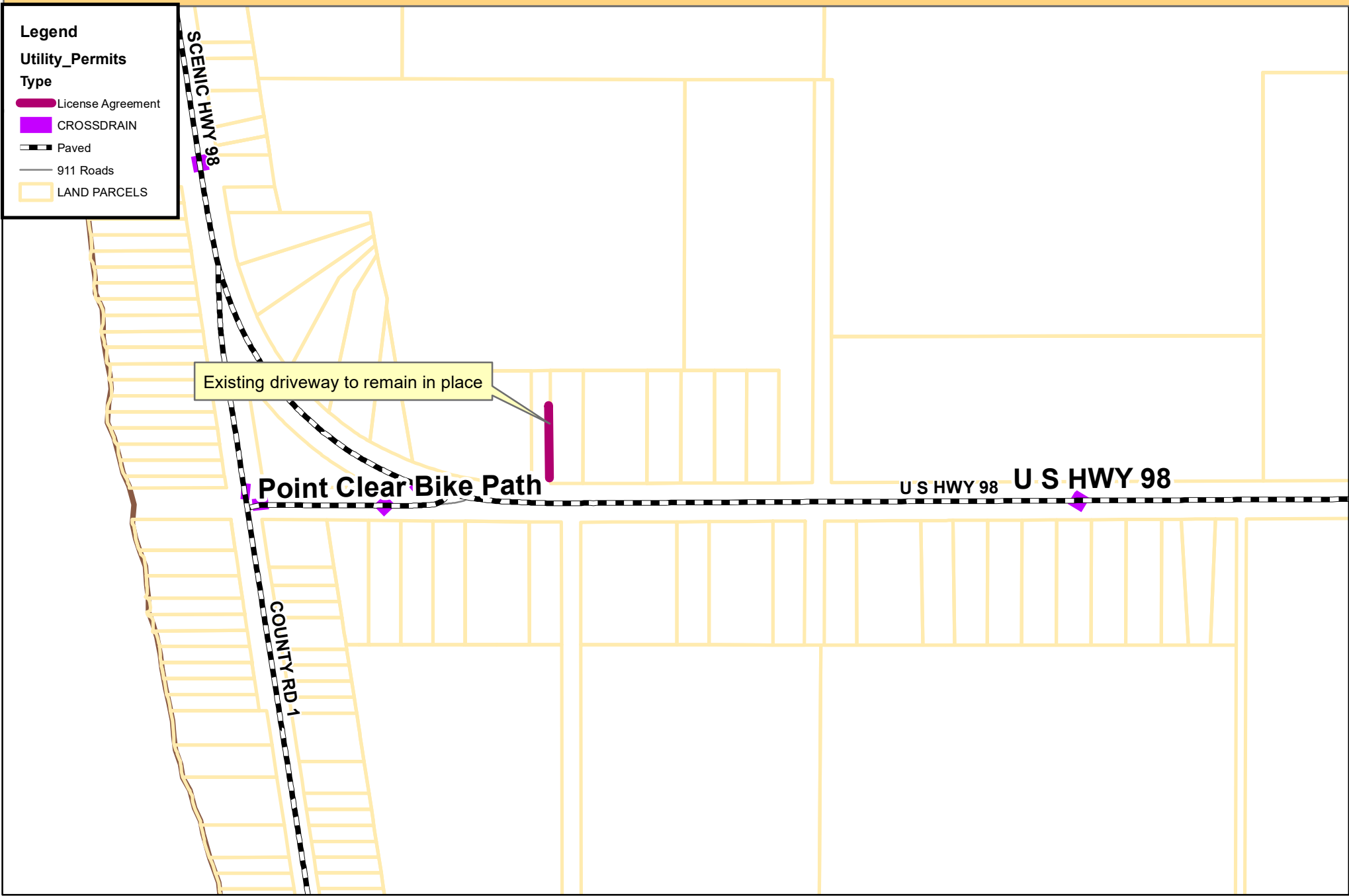
SCENIC HWY 98

Existing driveway to remain in place

Point Clear Bike Path

U S HWY 98 U S HWY 98

COUNTY RD 1




# LA# 21006 Thomas James Wolff Site Map



## Legend


### Utility\_Permits

#### Type

 License Agreement

 CROSSDRAIN

 Paved

 911 Roads

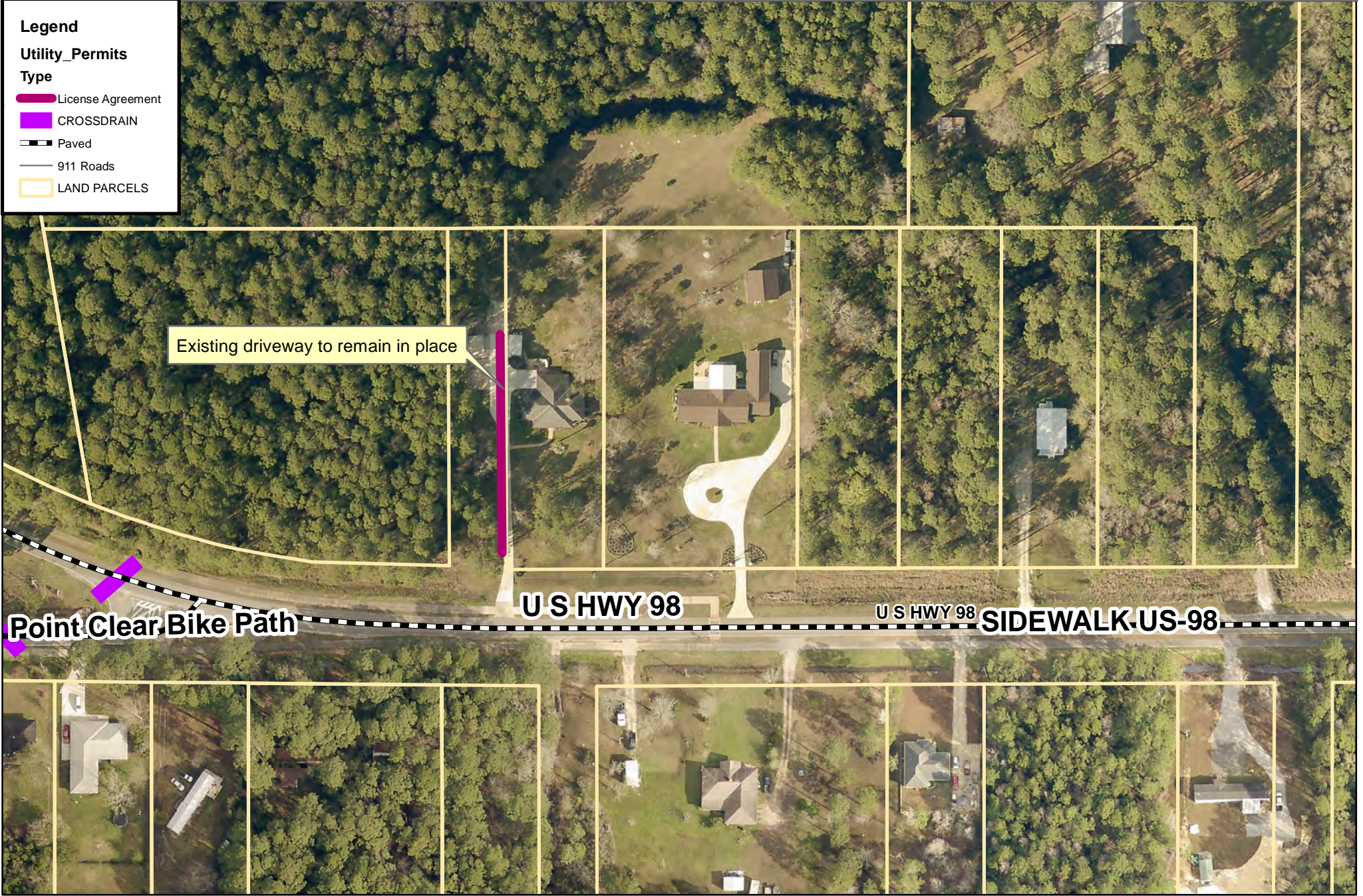
 LAND PARCELS

Existing driveway to remain in place

Point Clear Bike Path

U S HWY 98

U S HWY 98 SIDEWALK-US-98





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1022, **Version:** 1

**Item #:** BN2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Tyler Mitchell, Construction Manager

Mike Campbell, Engineering Technician I

**Submitted by:** Halley Dixon, Office Manager

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### ITEM TITLE

License Agreement #21009 - Ferry Road - Right-of-Way

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve License Agreement #21009 permitting Baldwin County Sewer Service, LLC, c/o Richie Barnett to install a 2-inch sewer force main on the west/south side of Ferry Road right-of-way. (The term of this agreement shall commence on the date of full execution. License for Installation shall terminate at 11:59 p.m. on January 6, 2022. License for Maintenance shall be indefinite according to the terms of the agreement.)
- 2) Authorize the County Engineer to execute Utility Permit #21119-S.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Baldwin County Sewer Service, LLC desires to install a 2-inch sewer force main on the west/south side of Ferry Road right-of-way from the intersection of Ferry Road and Keeney Drive, southward then eastward approximately 850 linear feet. A 1.5-inch service will also be installed at 16200 Ferry Road. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit #21119-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.)

The adjacent property owner previously received approval from the Baldwin County Planning and Zoning Department to use this unmaintained County right-of-way for ingress/egress in conjunction with an exempt family subdivision in 2019. Any future work along the right-of-way would require a License Agreement from the County.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** Standard agreement used as previously approved by Laura Coker (02/11/2020) los

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have license agreement executed by the Chairman and the original forwarded to the County Engineer. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed. County Engineer will execute utility permit upon approval of the Commission.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**LICENSE AGREEMENT**

This LICENSE AGREEMENT (this “Agreement”) between the Baldwin County Commission (“Licensor”), with an address at 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507, and **Baldwin County Sewer Service, LLC, C/O Richie Barnett** (“Licensee”), with an address at **14747 Underwood Road Summerdale, AL 36580**.

**WITNESSETH:**

WHEREAS, Licensor is the owner of the real property described as **Ferry Road right-of-way** in Baldwin County, Alabama, and more particularly shown on the Site Map and Vicinity Map, which are attached hereto and included as if fully set forth herein (the “Property”);

WHEREAS, Licensee desires to obtain access to the Property for the purpose of **installing a 2-inch sewer force main on the west/south side of Ferry Road right-of-way from the intersection of Ferry Road and Keeney Drive, southward then eastward approximately 850 LF. A 1.5-inch service will also be installed at 16200 Ferry Road. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit # 21119-S. Any damage to private property or County right-of-way shall be repaired to the previous state or improved as required by Baldwin County. Appropriate erosion and sediment control practices shall be utilized, and no clearing shall take place.);** and

WHEREAS, Licensor is willing to grant said access based upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitals and statements are incorporated as part of this Agreement as if fully set forth herein.

2. Grant of Revocable, Non-Exclusive and Temporary License. Subject to the terms and conditions set forth herein, Licensor hereby grants to Licensee, **Baldwin County Sewer Service, LLC**, a revocable, non-exclusive and temporary license (the “License”) to enter upon the Property as is reasonably required to **install a 2-inch sewer force main and 1.5 inch service**. No further development or use of the Property is permitted or allowed without Licensor’s prior written consent. Licensor retains the right to use the Property as it deems necessary. This License is granted to Licensee and is limited and specifically restricted to Licensee and its representatives (“Licensee Representatives”). Licensee shall have the Property surveyed and staked prior to performing any work thereon. All improvements constructed by Licensee shall be maintained by Licensee for any and all portions of the Property that are not County maintained.

3. Property. The real property subject hereto is limited to and sufficiently described as the **Ferry Road right-of-way** in Baldwin County, Alabama, as shown on the Site Map and Vicinity Map attached hereto. Any exhibits referenced and attached hereto shall be incorporated herein as if fully set forth.

4. Term of License (Installation and Maintenance). The term of the License for Installation and/or Maintenance shall commence on the date of full execution of this Agreement. The term for installation, unless sooner terminated, shall automatically terminate and expire at 11:59 p.m. on **January 6, 2022**. Maintenance shall be **indefinite** according to the terms of this Agreement, or until modified by written agreement with Licensor.

5. Condition of License Area: Assumption of Risk. Licensee accepts the Property in its "WHERE IS", "AS IS", condition and acknowledges that Licensor has made no representation or warranty to Licensee as to, and has no obligation for, the condition of the Property. Licensee assumes the risk of any latent or patent defects or problems that are or may be on the Property or the improvements thereon. Licensee agrees that Licensor shall not be liable for any personal or property damage, injury or loss on account of any such defects or problems. Licensee for itself and the Licensee Representatives waives and releases Licensor from any and all claims for injury to persons, including death, or damage to any property, whether real or personal, of Licensee or any Licensee Representatives in any way arising out of or related to the Property or Licensee's work contemplated by this Agreement.

6. Compliance. Licensee shall be responsible for obtaining any and all applicable Fish and Wildlife permits. Licensee and the Licensee Representatives shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders, whether federal, state or local, and any regulation of any governmental body having jurisdiction over the Property with respect to Licensee's work and activities thereon, regardless of when they become effective. Licensee, at its cost, shall obtain any applicable licenses or permits required by applicable laws and regulations for the use of the Property. Licensee shall not use, nor permit the use, of the Property for any purpose in violation of such laws, regulations, rules or orders. Licensee agrees not to use the Property in any fashion which may in any way damage or restrict the same for future use by the public in general as a public right-of-way. Furthermore, said usage as described herein, or the placement of said usage, shall not in any way alter the present or future rights of the Licensor to move, relocate, amend, or otherwise change said travel way to any other location whatsoever. Licensee shall comply with Licensor's safety and security policies deemed to be necessary by Licensor and with such reasonable rules and regulations as Licensor, or its agents, may impose from time to time by notice to Licensee.

7. Public Property. Licensee acknowledges and consents that the Property is public in nature and that the usage hereunder is permissive. Licensee shall not obstruct or otherwise interrupt any rights of the general public to the Property. Licensee makes no claim of private ownership or other possessory interest in the Property subject hereto, and any rights of the Licensee granted by this Agreement are limited to the same extent as that of the general public. Any work performed by Licensee, or any improvements made as a result of the Licensee's work, on the Property is considered to be a benefit to the general public, and the Licensee makes no claim that such work or improvements are privately owned and waives all rights to claims that such work or improvements are private in nature. Licensee further represents and warrants that Licensor, nor any persons using said public access in conjunction with this License, may claim any personal rights in the subject property or any rights of adverse possession.

8. Indemnification. Licensee shall indemnify, defend and hold Licensor and its Commissioners, affiliates, employees, agents, representatives, contractors, subcontractors, licensee and invitees (collectively, "Licensor Representatives") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon Licensor or any Licensor Representatives, as a result of any entry upon or activity conducted by Licensee or any Licensee Representative, or any act or omission by Licensee or any Licensee Representative, or in any way arising out of or related to the Property or work contemplated by this Agreement. Licensee shall also assume the responsibility for any claims for damage done to any property due to the exercise, usage and/or presence of the resulting work as a result of this License.

9. No Alteration. Except as expressly permitted by this Agreement, Licensee shall not make nor permit any uses alterations or additions to the Property without Licensor's prior written consent.

10. Removal and Completion Upon Termination. Upon the expiration or termination of this License, Licensee shall (a) peaceably deliver to Licensor the full possession of the Property; (b) remove all materials, equipment, debris, waste, staged fill materials and improvements placed thereon by Licensee or Licensee Representatives or resulting from work under this Agreement; and (c) repair any damage to the Property and restore the Property to its condition on the date of this Agreement. Should Licensee fail, within thirty (30) days after the date of the termination of this License, to make such removal, repair and restoration, Licensor may, at its option, remove said materials, equipment and improvements and complete said repair and restoration at the sole cost of Licensee. Licensee shall reimburse Licensor for such costs within thirty (30) days after request by Licensor.

11. Damage to Property. Licensee agrees to pay for any damage which may arise to buildings, fences, machinery, or other property of Licensor or any third party on or near the Property resulting from Licensee's operations or presence on the Property. Licensee shall reimburse any and all costs related to any and all corrections, changes or improvements deemed to be necessary by Licensor as a result of work performed pursuant to this Agreement or as a result thereof.

12. Standard of Operation: Expenses. Licensee shall conduct all of its operations in a safe and workmanlike manner. All work and activities which Licensee or Licensee Representatives perform at the Property shall be at Licensee's sole risk, cost and expense. All portions of the work performed or improvements installed by Licensee or its representatives pursuant to this Agreement shall be located and performed so as to cause minimum interference with the proper use of the rights of way and with the rights and reasonable convenience of property owners who own or occupy adjacent properties. If during the course of the Licensee's construction, operation or maintenance of the project or improvements, there occurs a disturbance of the Property by Licensee or its representatives, Licensee shall, at Licensee's expense, replace and restore the same to a condition comparable to the condition it was in immediately prior to the disturbance to the satisfaction of Licensor and within the dates specified in any permits authorizing the work.

13. Insurance. Prior to occupying or using the Property, Licensee shall carry, with insurers satisfactory to Licensor, throughout the term hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence. Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability for each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the state where the Property is located and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the Property with limits not less than \$1,000,000 each accident and \$1,000,000 each employee disease. All liability insurance shall name Licensor as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to Licensor, shall be furnished to Licensor, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to Licensor in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against Licensor and Licensor Representatives. Should Licensee fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, Licensor may, at its option, suspend this Agreement until insurance is obtained or terminate this Agreement immediately without further action.

14. Responsibility. Licensee shall be responsible for compliance by Licensee Representatives with the terms of this Agreement and for all acts or omissions by Licensee Representatives on the Property.

15. No Assignment. Licensee shall not have the right to assign this Agreement or any rights or obligations hereunder without Licensor's prior written permission. Any attempted assignment shall be void. No assignment shall relieve Licensee of its liabilities and obligations herein.

16. Agency. It is neither the express nor the implied intent of Licensor or Licensee to create an agency relationship pursuant to this License; therefore, any actions of the parties shall not be considered or implied to create such agency.

17. No Waiver. The failure of Licensor or Licensee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

18. Termination. It is understood and agreed that Licensor, in its absolute discretion, with or without cause or hearing, may terminate the License and permission herein granted to Licensee. Termination of the License and permission herein granted may be accomplished in writing, or orally. Once notice of termination is given by Licensor to Licensee, the permission herein granted shall immediately and automatically terminate, and Licensee shall have no further right, permission or authority to utilize the Property. All representations, assurances and indemnity obligations set forth in this Agreement shall survive termination or expiration of this Agreement.



19. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Licensor and Licensee have contributed substantially and materially to the preparation of this Agreement.

(b) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(c) This Agreement embodies the entire agreement and understanding of the parties, and there are no further or prior agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

(d) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(e) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) This Agreement may be executed in any number or counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This agreement may be delivered by facsimile transmission.

(g) This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama, with proper venue for any action arising hereunder lying in Baldwin County.

(h) Licensee's obligations under this Agreement shall survive expiration or termination of this Agreement.

20. Financial Terms/Conditions. Licensee shall incur and absorb all financial responsibility that arises to complete the project and/or work contemplated by this Agreement and shall remain responsible for the duration of the Agreement. The Licensor shall not incur any expense of the usage or maintenance described in this Agreement. These financial responsibilities shall lie solely with the Licensee.

21. Terms of Maintenance Agreement. Any damage to the existing Property caused by periodic maintenance to the Property shall be the sole responsibility of the Licensee to repair at the Licensee's expense.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution by Licensor below.

**LICENSEE:**

BALDWIN COUNTY SEWER SERVICE, LLC

\_\_\_\_\_/\_\_\_\_\_  
Richie Barnett / Date

State of Alabama )  
County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, is the individual whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same with full authority to do so voluntarily and personally on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**LICENSOR:**

BALDWIN COUNTY, ALABAMA

**ATTEST:**

\_\_\_\_\_/\_\_\_\_\_  
Wayne Dyess /Date  
County Administrator

\_\_\_\_\_/\_\_\_\_\_  
Joe Davis, III /Date  
Chairman

State of Alabama )

County of Baldwin )

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that Joe Davis, III and Wayne Dyess, as Chairman and County Administrator, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same with full authority to do so voluntarily on the day the same bears date.

Given under my hand and official seal, this the \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Baldwin County Highway Department**

Permit No.	21119-5
District	3
Township	
Range/Section	
Type	sewer

**PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND  
RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY**

**KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT** (hereinafter referred to as "Agreement"), entered into this the \_\_\_\_\_ day of \_\_\_\_\_, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND **Baldwin County Sewer Service**, (hereinafter referred to as the "UTILITY").

**WITNESSETH**

**WHEREAS**, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

**WHEREAS**, the project subject hereto and contained herein is hereby described, designated and/or entitled as **Ferry Rd. 2" SFM Extension. Installing 850LF of 2" HDPE SFM on the West/South side of Ferry Rd. from the intersection of Ferry Rd. and Keeney Dr., southward then eastward to the end of Ferry Rd. A 1.5" HDPE service will also be installed at 16200 Ferry Rd.**

**WHEREAS**, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

**NOW THEREFORE**, be it agreed as follows

*STANDARD UTILITY PERMIT APPLICATION*

ARTICLE I County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time,

ARTICLE IV Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Storm water Permitting Requirements if applicable.

*STANDARD UTILITY PERMIT APPLICATION*

If registration of the project with ADEM is not required, under current storm water Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V            Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI           Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (Baldwin County Commission as "Certificate Holder" *only*)
- E. Construction Schedule
- F. \_\_\_\_\_

*STANDARD UTILITY PERMIT APPLICATION*

County and Utility Company jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII            Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII            Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX            Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X.            Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$ NA made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

STANDARD UTILITY PERMIT APPLICATION

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- A. Buried Cable
  - 1. Crossing \$5,000
  - 2. Parallel, Trench \$5,000 per mile
  - 3. Parallel, Direct Burial \$2,000 per mile
  
- B. High-pressure, gas pipelines
  - 1. Crossing highway
    - I. 8-inch diameter and smaller \$10,000
    - II. 10 through 16-inch diameters \$25,000
    - III. Larger than 16 inches \$50,000
  - 2. Parallel to highway
    - I. 8-inch diameter and smaller \$5,000 per mile
    - II. 10 through 16-inch diameters \$25,000 per mile
    - III. Larger than 16 inches \$20,000 per mile
  
- C. Low-pressure water, sewer, and gas pipelines
  - 1. Crossing highway \$5,000
  - 2. Parallel to highway \$5,000 per mile

D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of the County

E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.



*STANDARD UTILITY PERMIT APPLICATION*

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County right-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV        Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV        Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI        Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- 13. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII.        Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

*STANDARD UTILITY PERMIT APPLICATION*

ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to re-seeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or Omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX Mandatory Time of Contact

Utility agrees to place calls, for construction, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII Additionally Agreed Upon Provisions (if any)

STANDARD UTILITY PERMIT APPLICATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY:

BALDWIN COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMITS  
PO Box 220  
Silverhill, AL 36576  
251-972-6831, phone  
251-972-6832, fax

\_\_\_\_\_  
**Authorized Representative      Date**  
**Baldwin County Highway Department**

\_\_\_\_\_  
**Permit Manager                      Date**  
**Baldwin County Highway Department**

\_\_\_\_\_  
**County Engineer                      Date**  
**Baldwin County Highway Department**

**APPLICANT:**

BY   
SIGNATURE

Richie Barnett  
TYPED OR PRINTED NAME

Operations Manager  
TITLE

BCSS  
UTILITY COMPANY (IF APPLICABLE)

**ADDRESS:**

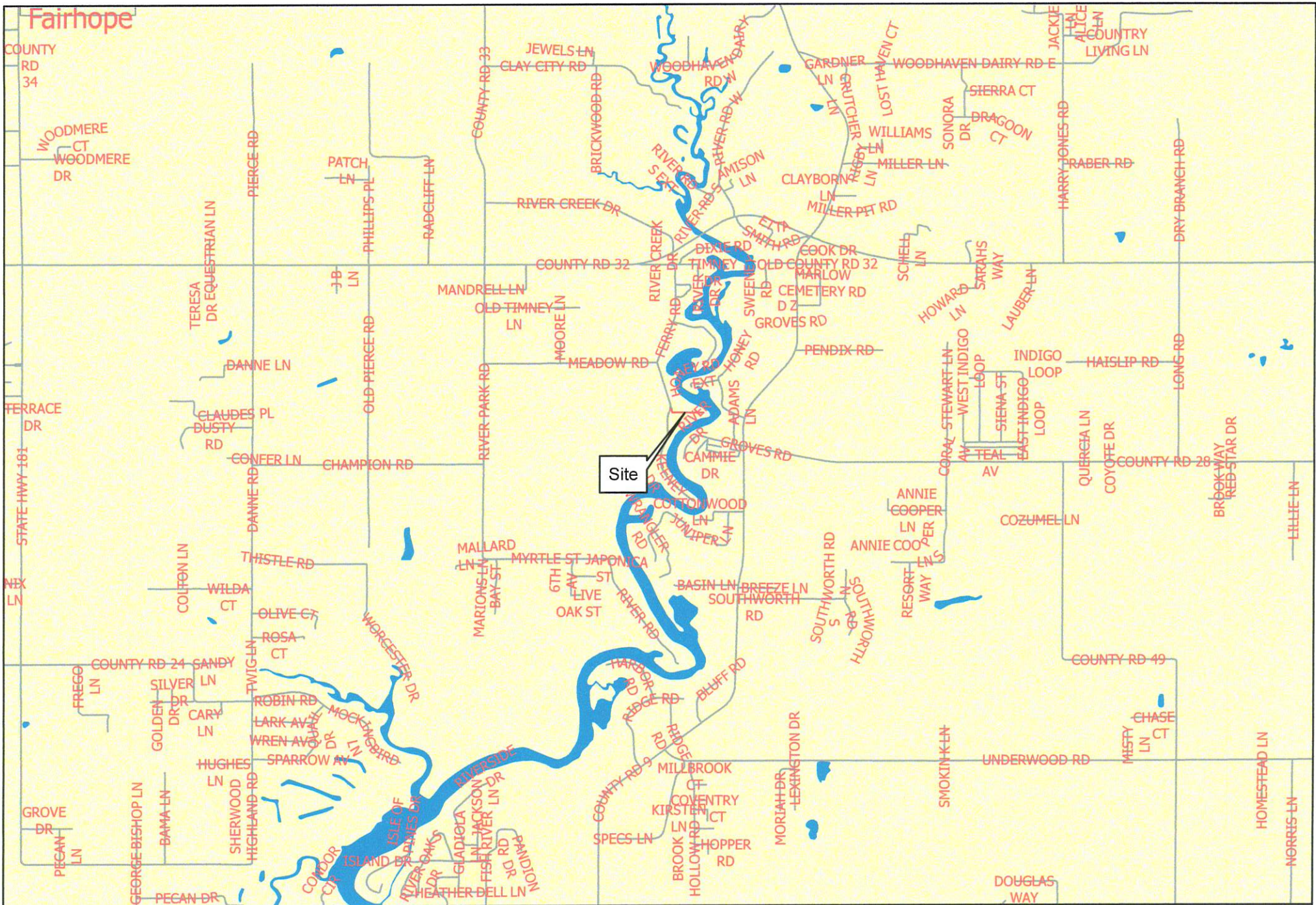
14747 Underwood Rd.  
Summerdale, AL 36580  
251-971-3022  
PHONE NUMBER

I, Deborah K. Hardwick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

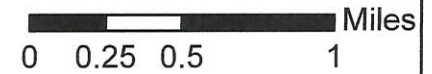
Given under my hand and official seal, this the 9th day of June, 2021

Deborah K. Hardwick Notary Public  
7-31-22

# Fairhope



**Ferry Rd.  
Vicinity Map**



BCSS  
Existing 3" SFM  
5' from EOP

Proposed  
Road Bore

Proposed  
1.5" HDPE Service  
16200 Ferry Rd.

Proposed  
-3" X 2" Tapping Saddle  
-2" Check Valve

Proposed  
850LF 2" HDPE SFM  
As close to back of ROW as possible

Proposed  
-2" X 1.5" Tapping Saddle  
-1.5" Check Valve

Proposed  
2" Brass Cap  
(EOL)



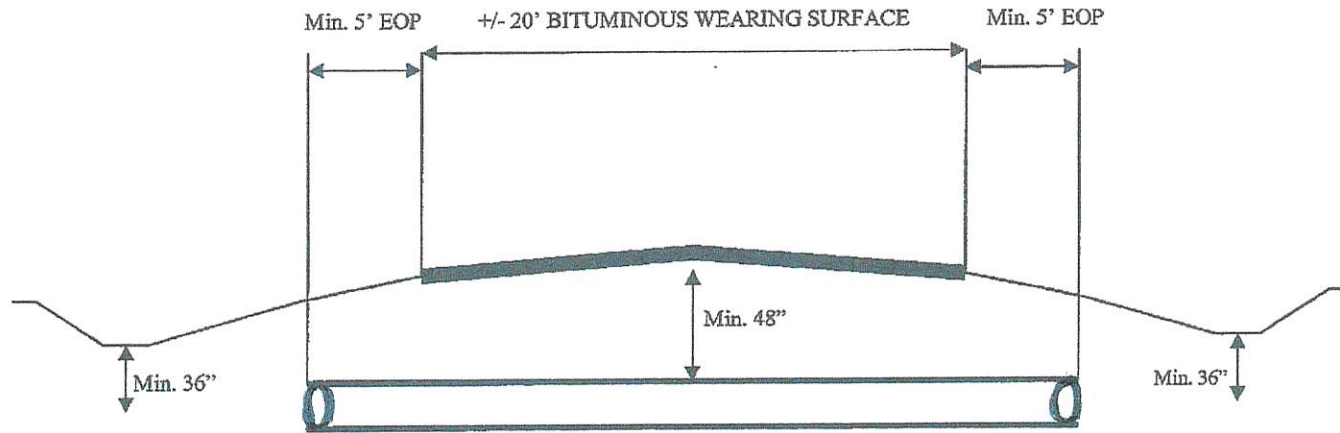
Notes:  
-ROW = 50'  
-Min. Bury 36"  
-Site to be sodded/seeded

### Ferry Rd. 2" SFM Extension



# Typical Bore Detail

2" Green HDPE  
DR-9



Bore detail for Ferry Rd.  
(County Road name)

June 9, 2021

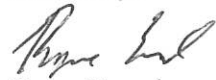
Baldwin County Highway Department  
Permit Division  
Central Annex II  
22070 HWY 59  
Robertsdale, AL 36567

RE: Ferry Rd. SFM Extension

Dear Officials,

We have reviewed and understand the Alabama Department of Environmental Management's NPDES storm water permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,



Ryne Engel  
BCSS  
Project Supervisor

June 9, 2021

Baldwin County Highway Department  
Permit Division  
Central Annex II  
22070 State HWY 59  
Robertsdale, AL 36567

Re: Ferry Rd. SFM Extension

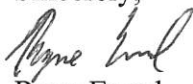
Dear Officials,

Baldwin County Sewer Service LLC is aware of the installation of a 2" SFM along the South side of Ferry Rd. to service residents within the area. This project will connect to an existing sewer line currently maintained by Baldwin County Sewer Service, LLC and the sewage conveyed will be treated at the permitted Wastewater Treatment Facility located at 24886 Gean Rd.; Summerdale, AL 36580. This facility has the capacity and capabilities to treat the additional sewage.

Baldwin County Sewer Service, LLC will accept this line for maintenance upon completion of utility installation.

If you have any questions or would like to review this matter further please contact our office at (251)971-3022

Sincerely,



Ryne Engel  
BCSS  
Project Supervisor





BALDCOU-02

GSTARVER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

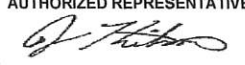
<b>PRODUCER</b> License # 231432 <b>Hub International Gulf South</b> 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (877) 250-6022		<b>FAX (A/C, No):</b> (251) 633-2822	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b>  <b>Baldwin County Sewer Service, LLC</b> P.O. Box 1628 Foley, AL 36536	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A : Cincinnati Insurance Company</b>			[REDACTED]
	<b>INSURER B : Cincinnati Casualty</b>			
	<b>INSURER C : Navigators Specialty Insurance Company</b>			
	<b>INSURER D :</b>			
	<b>INSURER E :</b>			
<b>INSURER F :</b>				

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			[REDACTED]	9/27/2020	9/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
				[REDACTED]	9/27/2020	9/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
				[REDACTED]	9/27/2020	9/27/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
								PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<input checked="" type="checkbox"/> EXCESS UMBRELLA <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	9/27/2020	9/27/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
C	<b>Workers Compensation and Employers' Liability</b> <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	9/27/2020	9/27/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C	Excess Umbrella			[REDACTED]	9/27/2020	9/27/2021	10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Baldwin County Hwy Dept. Att: Vince Raymer P. O. Box 220 Silverhill, AL 36576	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

June 9, 2021


Baldwin County Highway Department  
Permit Division  
Central Annex II  
22070 State HWY 59  
Robertsdale, AL 56567

Re: Ferry Rd. SFM Extension

Dear Officials,

Baldwin County Sewer Service, LLC respectfully requests a right of way permit for a SFM installation in accordance with the following permit application. Construction should begin upon approval of the right of way permit, and should last three days after work has begun. If you have any questions, please do not hesitate to call. Thank you for your assistance in this matter.

Sincerely,



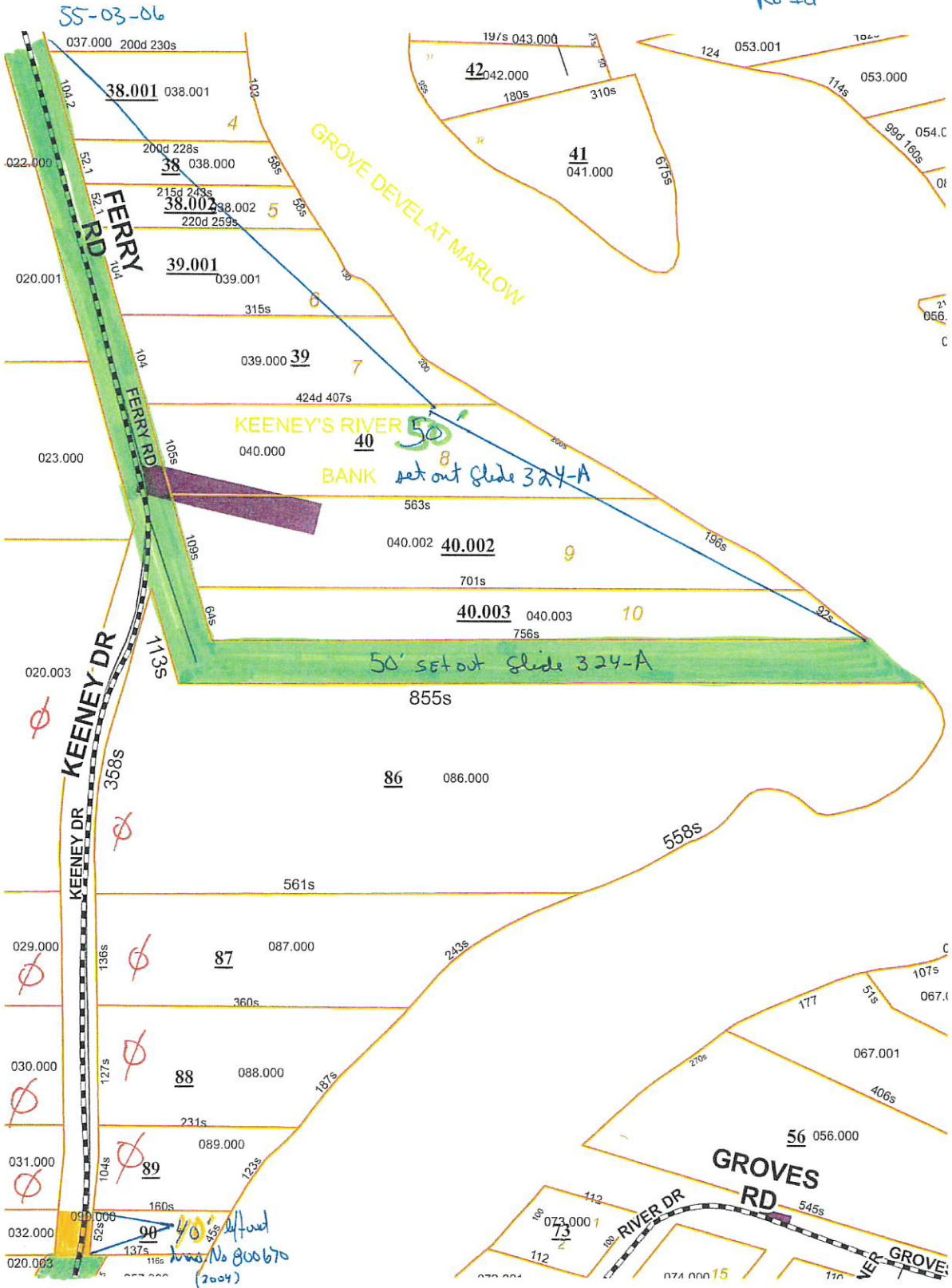
Ryne Engel  
BCSS  
Project Supervisor

6/21/21

Jerry Road  
Jerry Road to River  
Section 6, T7s, R3E

AREA 200  
not maintained

Rd Id

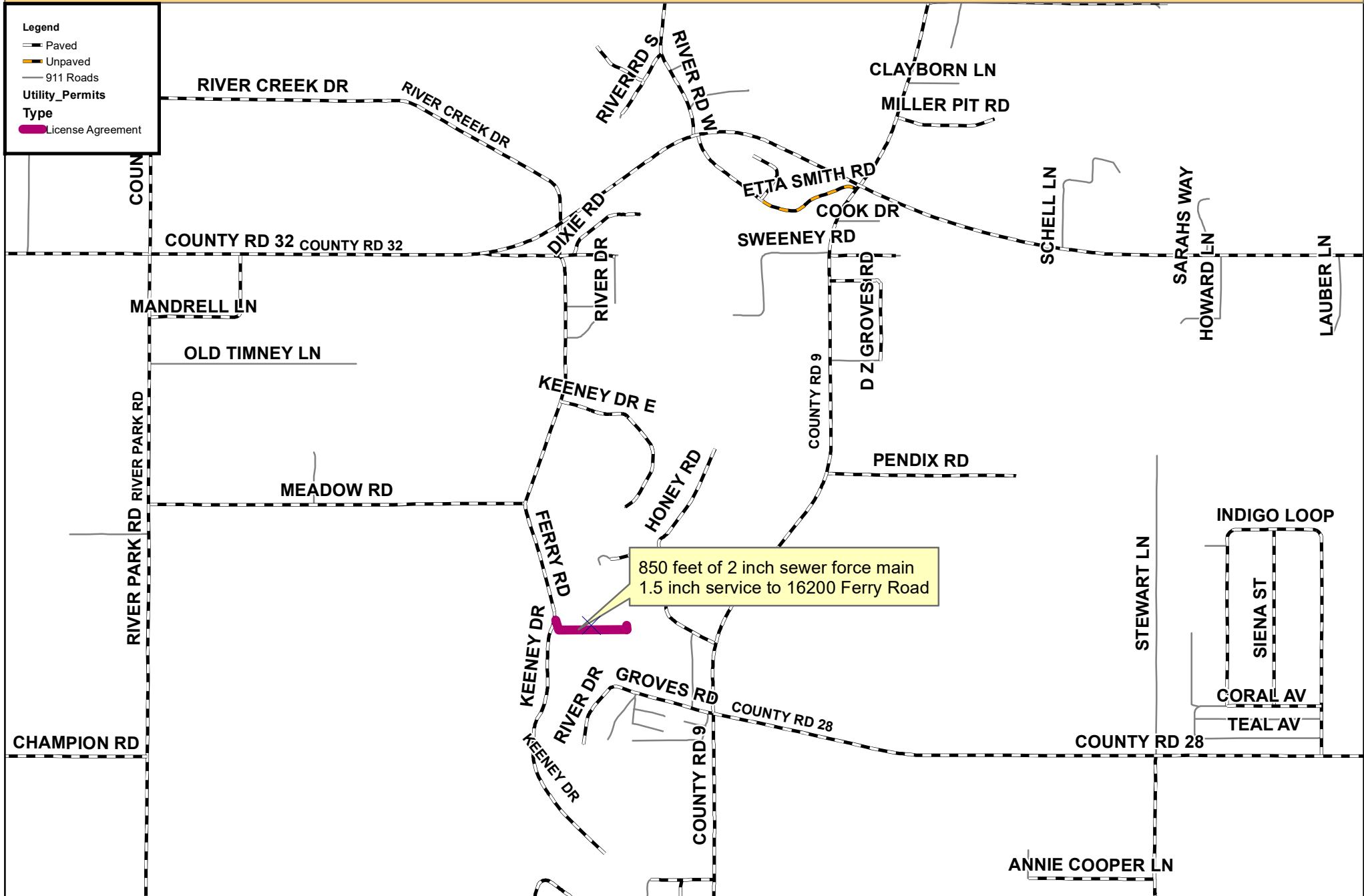




# LA # 21009 Ferry Road Baldwin County Sewer Service, LLC Vicinity Map



- Legend**
- Paved
  - Unpaved
  - 911 Roads
  - Utility Permits
  - Type
  - License Agreement

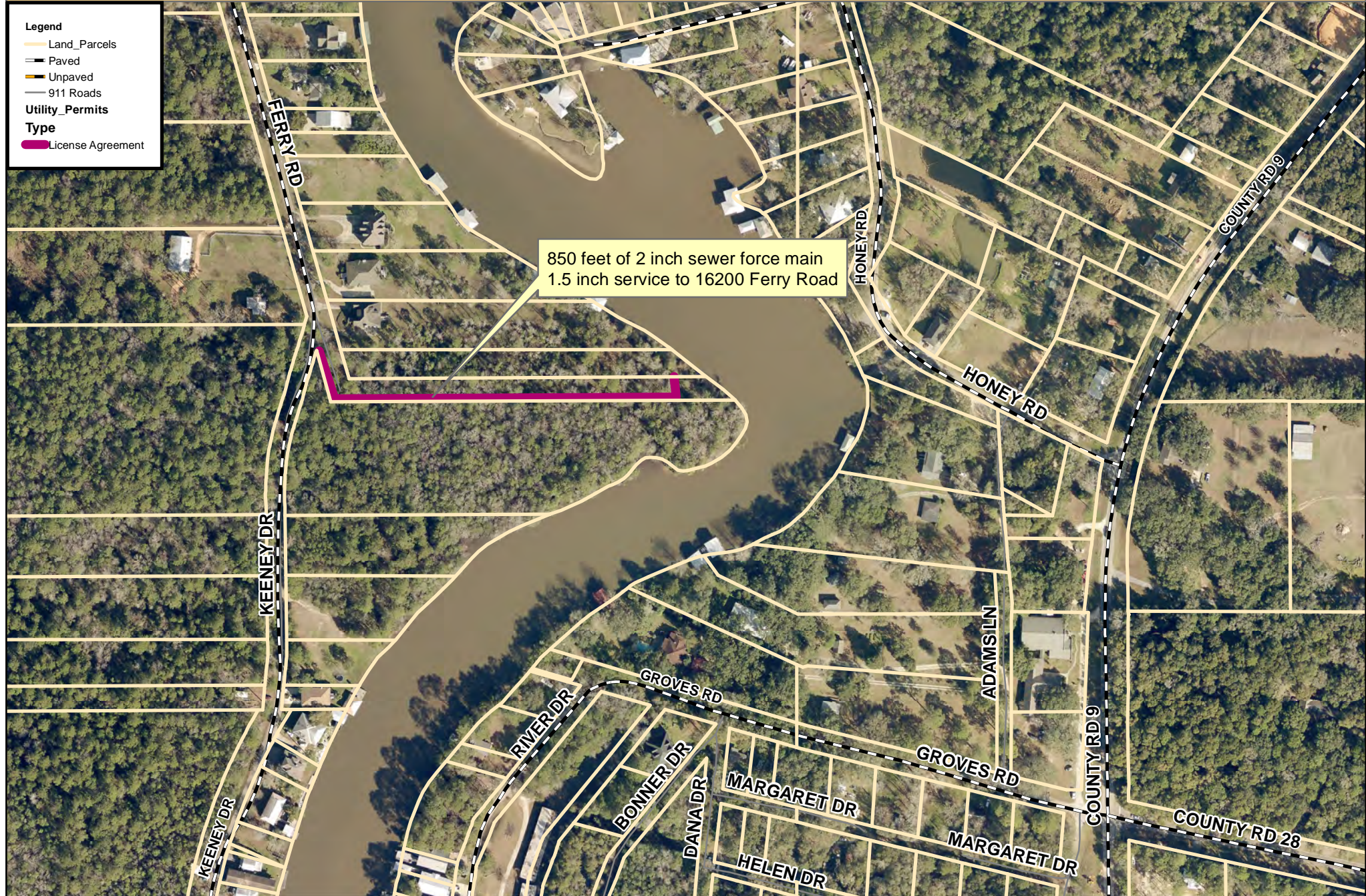




# LA # 21009 Ferry Road Baldwin County Sewer Service, LLC Site Map



- Legend**
- Land\_Parcels
  - Paved
  - Unpaved
  - 911 Roads
  - Utility\_Permits
  - Type
  - License Agreement





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1023, **Version:** 1

**Item #:** BN3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer  
Beth Burnett, Chief Accountant

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

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### **ITEM TITLE**

Rebuild Alabama - Baldwin County Fiscal Year 2021 County Transportation Plan - County Rebuild Alabama Contractor Report

### **STAFF RECOMMENDATION**

Approve the Chairman to execute the Fiscal Year 2021 County Rebuild Alabama Contractor Report for awarded projects funded with County Rebuild Alabama Funds.

### **BACKGROUND INFORMATION**

#### **Previous Commission action/date:**

August 18, 2020 - The Commission took the following actions:

1) Adopted the Rebuild Alabama - Baldwin County Fiscal Year 2021 County Transportation Plan which includes the following projects:

River Road North - Bridge Replacement over Keller Creek  
County Road 20 South - Resurfacing from Hickory Street S to McKenzie Street  
Breman Road - Resurfacing from Frank Road to US Highway 98  
Frank Road - Resurfacing from County Road 87 to County Road 95  
County Road 83 - Resurfacing from County Road 32 to County Road 36  
County Road 32 - Resurfacing from Fish River to Highway 59  
County Road 55 - Resurfacing from County Road 32 to State Route 104

2) Approved the display of the County Transportation Plan in conspicuous places at the Baldwin County Courthouse, Baldwin County Commissioner offices, Baldwin County Highway Department, Baldwin County website and other places deemed appropriate by the Baldwin County Commission.

**Background:** Governor Kay Ivey signed the Rebuild Alabama Act #2019-2 into law on March 12, 2019. This Act amends the Code of Alabama 1975 and will be used for transportation infrastructure

improvement, preservation, and maintenance projects pursuant to the provisions of the Act. The Alabama State Act levy's an additional 10¢ excise tax on gasoline and diesel fuel implemented over a three-year period.

Counties shall adopt an annual County Transportation Plan (CTP) no later than August 31<sup>st</sup> for the next fiscal year.

The County Rebuild Alabama Contractor Report provides a detailed report of all contractors awarded projects funded with County Rebuild Alabama Funds. This report is due annually on October 1st.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff; Highway Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Administration Staff have the County Rebuild Alabama Contractor Report signed by the Chairman and return to the Highway Department (Lisa Sangster) for submission to the Association of County Commissions of Alabama.

**Additional instructions/notes: N/A**







# FY 2021 County Transportation Plan

## Baldwin County



Date Approved by the Baldwin County Commission: August 18, 2020

Date Amended by the Baldwin County Commission: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds <small>(List fund type separately for projects involving both CRAFs and FAEFs)</small>	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
Estimated Beginning Balance														\$0.00	\$400,000.00	
Estimated Annual Revenue														\$1,600,000.00	\$400,000.00	
1	RA-BCP 0206020	River Rd N.	30.3419	-87.7043				X		Bridge Replacement over Keller Creek	\$1,000,000.00	\$800,000.00		FAEF		\$800,000.00
2	RA-BCP 0206120	County Rd 20 S	30.2146	-87.4159	30.2146	-87.4101	X		1.00	Resurfacing from Hickory St S to Mckenzie St	\$85,646.00	\$85,646.00		CRAF	\$85,646.00	
3	RA-BCP 0206220	Breman Rd	30.2543	-87.3352	30.2452	-87.3352	X		1.00	Resurfacing from Frank Rd to US Hwy 98	\$83,490.00	\$83,490.00		CRAF	\$83,490.00	
4	RA-BCP 0206320	Frank Rd	30.2544	-87.3452	30.2544	-87.3252	X		2.00	Resurfacing from CR 87 to CR 95	\$171,293.00	\$171,293.00		CRAF	\$171,293.00	
5	RA-BCP 0206420	County Rd 83	30.2823	-87.3756	30.3006	-87.3755	X		2.01	Resurfacing from CR 32 to CR 36	\$169,971.00	\$169,971.00		CRAF	\$169,971.00	
6	RA-BCP 0206520	County Rd 32	30.2832	-87.4800	30.2821	-87.4211	X		5.61	Resurfacing from Fish River to Hwy 59	\$585,654.00	\$585,654.00		CRAF	\$585,654.00	
7	RA-BCP 0206620	County Rd 55	30.2822	-87.4508	30.3242	-87.4503	X		5.03	Resurfacing from County Rd 32 to State Route 104	\$503,946.00	\$503,946.00		CRAF	\$503,946.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)				16.65	Total CTP Estimated Costs		\$2,600,000.00	\$2,400,000.00	\$0.00	Total CRAF/FAEF Remaining Estimated	\$0.00	\$0.00	

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

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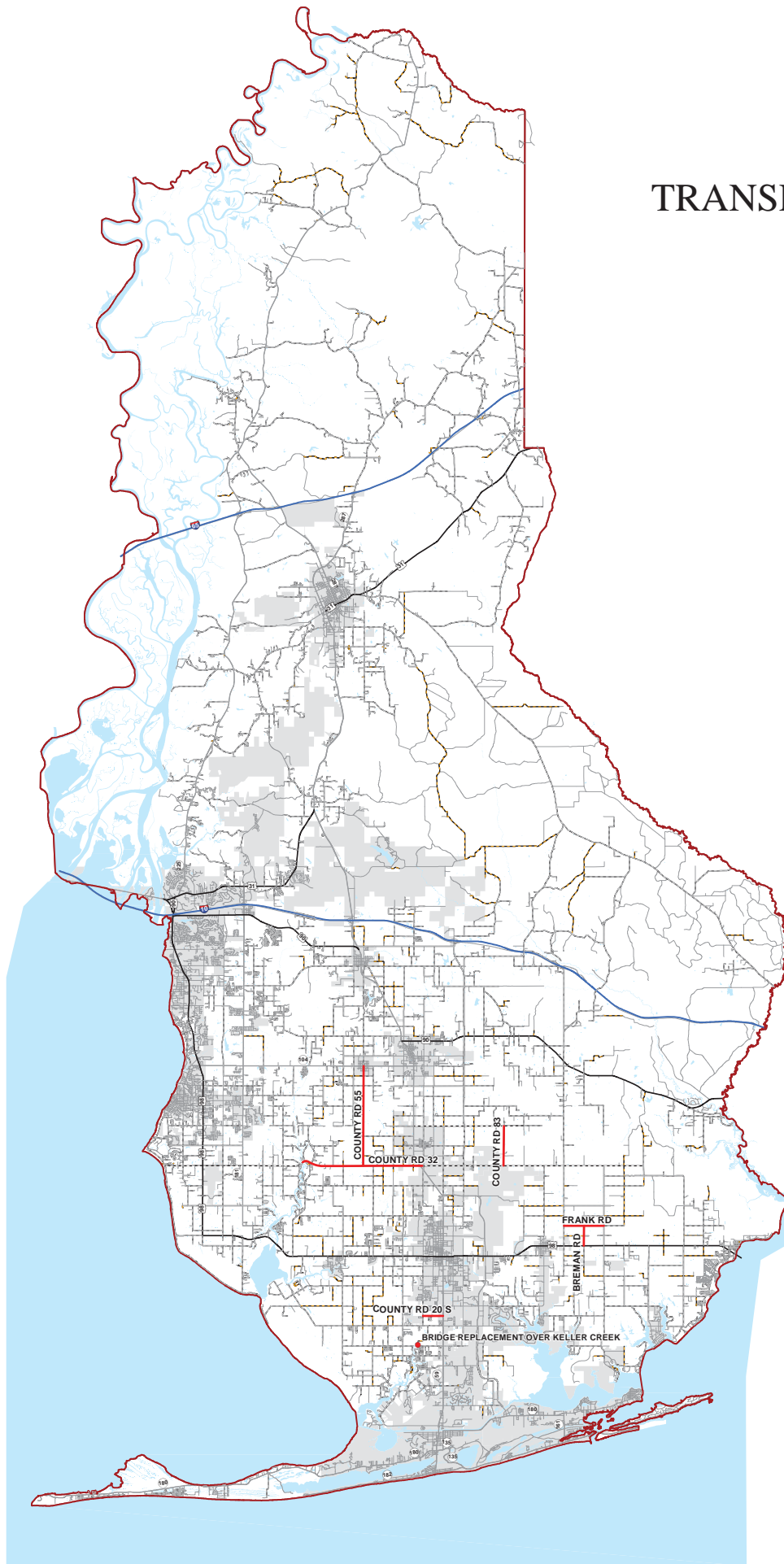


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# FY 2021 COUNTY TRANSPORTATION PLAN

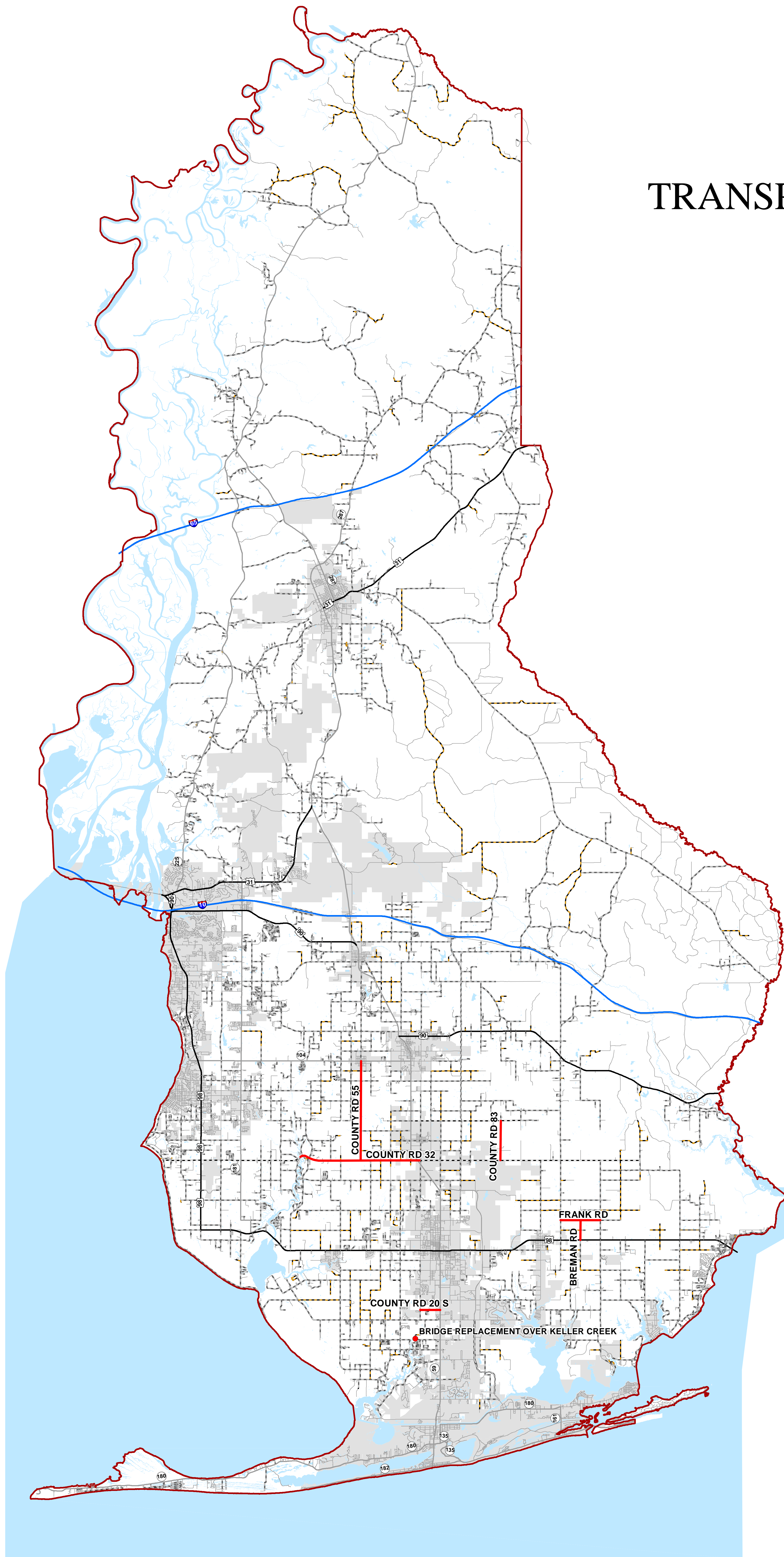


## Legend

- Bridge Replacement Over Keller Creek
- Rebuild Alabama Roads
- Interstate
- US Highway
- State Highway
- Paved
- Unpaved
- 911 Roads
- Water
- City Limits
- Baldwin Boundary

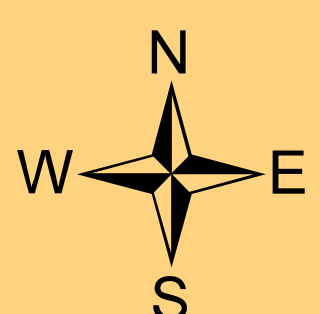


# FY 2021 COUNTY TRANSPORTATION PLAN



## Legend

- Bridge Replacement Over Keller Creek
- Rebuild Alabama Roads
- Interstate
- US Highway
- State Highway
- Paved
- Unpaved
- 911 Roads
- Water
- City Limits
- Baldwin Boundary





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1002, **Version:** 1

**Item #:** BN4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Seth Peterson, Pre-Construction Manager

**Submitted by:** John Sedlack, Design Tech III

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### ITEM TITLE

\*Rebuilding American Infrastructure with Sustainability and Equality (RAISE) Grant - Resolution #2021-089 and Application Submittal

### STAFF RECOMMENDATION

Take the following actions:

- 1) Adopt Resolution #2021-089 and approve the Highway Department engineering staff to prepare and submit an application for the Fiscal Year 2021 Rebuilding American Infrastructure with Sustainability and Equality (RAISE) Grant to connect the Eastern Shore Trail to the City of Foley's existing trail system and extend/improve the County Road 65 corridor; and
- 2) Approve the Chairman to execute any project related documents, as needed.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity (NOFO) to apply for \$1 billion in Fiscal Year 2021 discretionary grant funding through the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant. The Highway Department is preparing an application for the purpose of connecting the Eastern Shore Trail to the City of Foley's existing trail system and extending/improving the County Road 65 corridor.

### FINANCIAL IMPACT

**Total cost of recommendation:** TBD

**Budget line item(s) to be used:** TBD

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Administration Staff have Commission execute the Resolution and return to Highway Department Engineering Staff for application submission to the Grants.gov website.

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

**RESOLUTION NO. 2021-089**

**COUNTY of BALDWIN )**

**Project No. HW21174000**

**STATE OF ALABAMA )**

WHEREAS, the COUNTY COMMISSION of BALDWIN County, Alabama intends to apply for a U.S. Department of Transportation, Rebuilding American Infrastructure with Sustainability and Equality (RAISE) Grant.

THEREFORE BE IT RESOLVED, by the Baldwin County Commission as follows:

1. That the County is authorized to make an application for a RAISE grant for the purpose of connecting the Eastern Shore Trail to the City of Foley’s existing trail system and extending/improving the County Road 65 corridor.
2. That the application be submitted for and on behalf of the County by its Commission Chairman who is authorized by this resolution to sign the application and any related forms or documents on behalf of the County.
3. That the County is authorized to enter into a funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking this project.
4. That the agreement be executed in the name of the County for and on behalf of the County by its Commission Chairman.
5. That the authority of the County to enter into contracts with the State of Alabama has been reviewed by the County attorney, and in his/her opinion, the County is duly authorized to commit the County to an agreement with the Alabama Department of Transportation.

Done at the Regular session of the Commission of Baldwin County, this 6th day of July 2021.

BALDWIN COUNTY COMMISSION

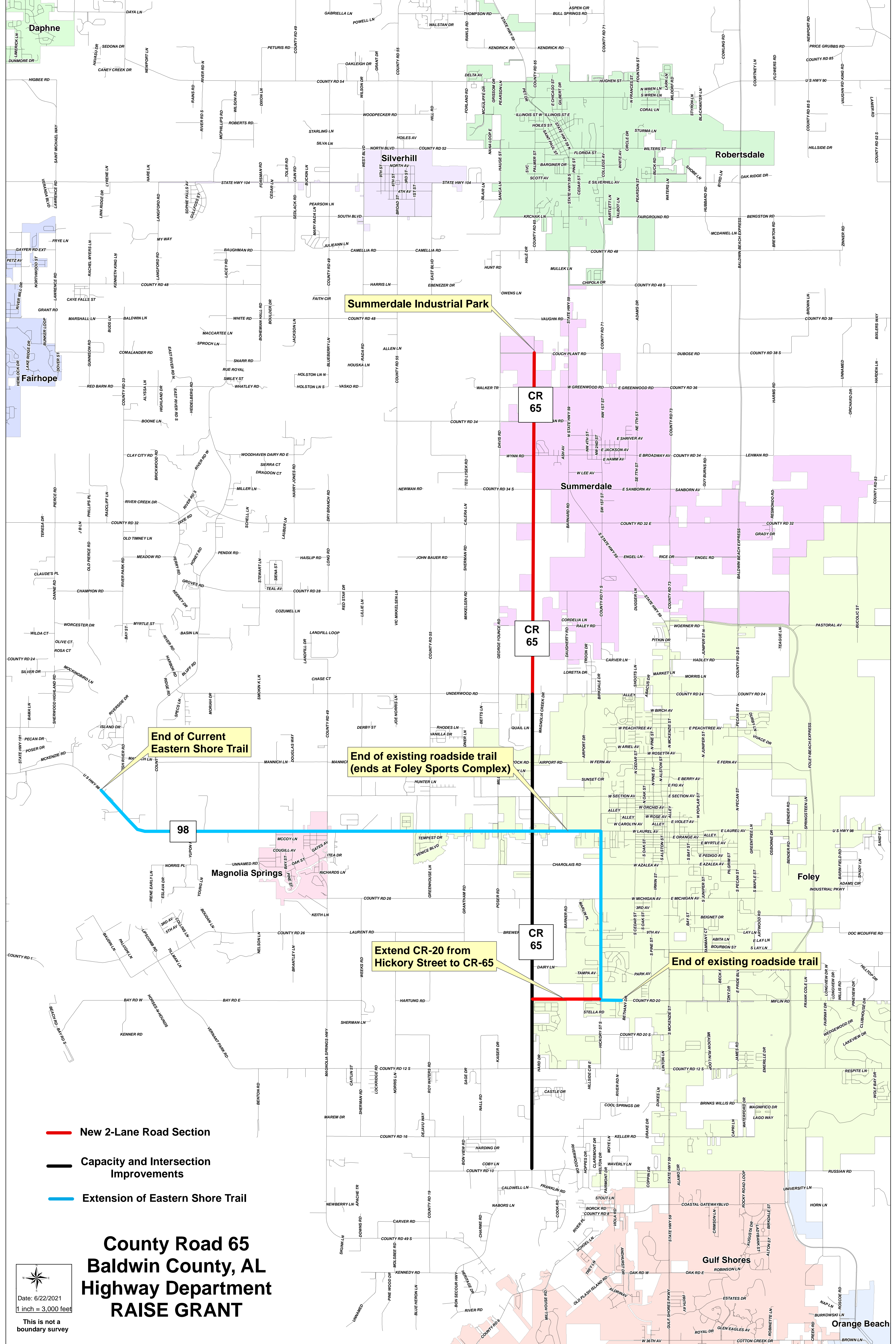
Governing Body

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



**Summerdale Industrial Park**

**CR 65**

**CR 65**

**CR 65**

**End of Current Eastern Shore Trail**


**End of existing roadside trail (ends at Foley Sports Complex)**

**Extend CR-20 from Hickory Street to CR-65**

**End of existing roadside trail**

- New 2-Lane Road Section
- Capacity and Intersection Improvements
- Extension of Eastern Shore Trail

# County Road 65 Baldwin County, AL Highway Department RAISE GRANT

  
 Date: 6/22/2021  
 1 inch = 3,000 feet  
 This is not a boundary survey

Orange Beach





# TOWN OF SUMMERDALE

SUMMERDALE, AL

Mayor

David P. Wilson July 2, 2021

Town Clerk  
Tiffany Lynn

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Council Members

Myles Bishop  
Norma Giles

Mary C. McDaniel  
Travis Townsend  
Cheryl Stewart

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the Town of Summerdale, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

The Co Rd 65 improvement would run along the West corridor of the Town of Summerdale. Originally, the 180 acres property located at the north end of Co Rd 65 was zoned as an industrial park to hopefully attract support industries for Austal and Airbus. After many years of marketing the properties, it was determined that Co Rd 65, due to being a dirt road and that the ingress and egress to the property was not suitable for large trucks, and that proper red lights were not at any intersections along highway 59, that the owner of the properties re-zoned to a mobile home district and has failed to have any sales to date. Also, the corridor is needed to allow for an additional route to and from the south end of the county due to the increased growth and volume of traffic. This corridor could also double as great walking and bike routes for the people.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, Summerdale endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely

A handwritten signature in black ink, appearing to read 'D. Wilson', with a long horizontal stroke extending to the right.

Mayor David Wilson



SEN. CHRIS ELLIOTT  
DISTRICT 32

REP. MATT SIMPSON  
DISTRICT 96

REP. T. JOE FAUST  
DISTRICT 94

REP. STEPHEN A. MCMILLAN  
DISTRICT 95

# BALDWIN LEGISLATIVE DELEGATION CONSTITUENT SERVICES

203 OAK STREET  
POST OFFICE BOX 776  
BAY MINETTE, ALABAMA 36507

Telephone: (251) 937-0240

Fax: (251) 580-1645

Cliff McCollum, Director



SEN. GREG ALBRITTON  
DISTRICT 22

REP. HARRY SHIVER  
DISTRICT 64

REP. ALAN BAKER  
DISTRICT 66

June 28, 2021

The Honorable Pete Buttigieg  
United States Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

## **RE: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant**

Dear Secretary Buttigieg;

As the members of the Alabama State Legislature who represent Baldwin County, we are pleased to show our support for the RAISE Grant that has been submitted on behalf of the Baldwin Area Multimodal Safety Project (BAMS). This project's primary goals are improving motorist and pedestrian safety along critical routes that are at an accelerating pace, connecting the underserved areas to state and local parks and recreation areas and preserving right-of-way usage for future broadband improvements for our rural communities.

Since 2011, Baldwin County is the fastest growing County in Alabama, with thousands of new residents coming each and every year. We are the eighth fastest growing Metropolitan Statistical Area in the country, and we are in definite need of infrastructure projects to keep up with the accelerated growth and our tourist traffic, as we are also home to Alabama's major beach areas.

BAMS will promote safety, environmental concerns and reliability of highway and pedestrian transportation through south Baldwin by extending several miles of the Eastern Shore Trail, which is a non-motorized bicycle and pedestrian facility that is parallel to US-98, CR 65 and CR-20. This will connect with the Foley Sports Complex to the southern terminus of the Eastern Shore Trail and improve CR-65 from CR-12 north to the Summerdale Industrial Park. This project will be a tremendous asset to Baldwin County and greatly needed in the area.

We sincerely hope that you will give this project its appropriate consideration and approve the RAISE Grant. Continued infrastructure investment in Baldwin County is vital to our ability to be able to grow, thrive and drive the economic engine for our families here and for the state of Alabama.

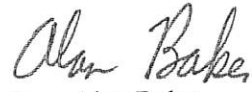
Sincerely,



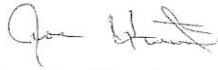
Sen. Greg Albritton  
Sen. District 22



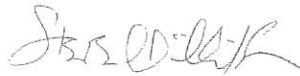
Sen. Chris Elliott  
Sen. District 32



Rep. Alan Baker  
House District 66



Rep. Joe Faust  
House District 94



Rep. Steve McMillan  
House District 95



Rep. Harry Shiver  
House District 64



Rep. Matt Simpson  
House District 96

TOMMY TUBERVILLE  
ALABAMA  
142 RUSSELL SENATE OFFICE BUILDING  
WASHINGTON, DC 20510-0107  
(202) 224-4124

United States Senate

COMMITTEES:  
ARMED SERVICES  
AGRICULTURE, NUTRITION,  
AND FORESTRY  
HEALTH, EDUCATION,  
LABOR, AND PENSIONS  
VETERANS' AFFAIRS

June 28, 2021

The Honorable Pete Buttigieg  
United States Department of Transportation  
1200 New Jersey Avenue SE  
Washington, DC 20590

**RE: Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Transportation Discretionary Grant**

Dear Secretary Buttigieg:

I am pleased to provide my support for the RAISE grant that has been submitted on behalf of "Baldwin Area Multimodal Safety Project" also know as BAMS. The primary goals of this program is to improve motorist and pedestrian safety along all critical routes that are at a accelerating pace, connect the underserved areas to state and local parks and recreation area, provide improved access to places of employment, and preserve right of way for future broadband improvements to rural communities.

Baldwin County is the fastest growing County in Alabama and has been since 2011. With this rapid growth in migration to the area where over 100 people move to the county every week. Baldwin County is the 8th fastest growing Metropolitan Statistical Area in the Country. The county

is in need of infrastructure projects to keep up with the accelerated growth. Baldwin County is the home of Alabama beaches, the number one destination for tourist.

BAMS will promote safety, environmental concerns and reliability of highway and pedestrian transportation through south Baldwin by extending several miles to the Eastern Shore Trail which is a non-motorized bicycle and pedestrian facility that is parallel to US-98, CR 65 and CR-20. This will connect with the Foley Sports Complex to the southern terminus of the Eastern Shore Trail and improve CR-65 from CR-12 north to the Summerdale Industrial Park. This project will be a tremendous assist to Baldwin County and greatly needed in the area.

Please note my support and interest and grant all due and appropriate consideration. If you need to reach out to a member of my staff, please contact Patty Etheridge at 202-941-1010 or email her at [Patty\\_Etheridge@tuberville.senate.gov](mailto:Patty_Etheridge@tuberville.senate.gov). Thank you for your consideration.

Very Truly Yours,

A handwritten signature in blue ink that reads "Tommy Tuberville". The signature is written in a cursive, flowing style.

Tommy Tuberville  
United States Senator

**JERRY CARL**  
FIRST DISTRICT, ALABAMA

House Armed Services Committee  
House Natural Resources Committee

1330 LONGWORTH HOB  
WASHINGTON, DC 20515  
TELEPHONE: (202) 225-4931



U.S. House of Representatives

Washington, DC  
July 2, 2021

WEB PAGE: [www.carl.house.gov](http://www.carl.house.gov)

The Honorable Pete Buttigieg  
Secretary  
U.S. Department of Transportation  
1200 New Jersey Ave SE  
Washington, DC 20003-3660

Dear Honorable Buttigieg,

I would like to take this opportunity to offer my strong support for Baldwin County's application for a *Rebuilding American Infrastructure with Sustainability and Equity (RAISE)* grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. If awarded, this grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

It is my pleasure to support Baldwin County in any way possible, and I am hopeful that their application will be successful. If you feel that I may be of further assistance, please do not hesitate to let me know.

With best regards, I am

Sincerely,

Jerry Carl  
Member of Congress

JC/bj



July 01, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the Baldwin County Economic Development Alliance, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, the Baldwin County Economic Development Alliance endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Lee Lawson, President/CEO  
Baldwin County Economic Development Alliance



# EASTERN SHORE MPO

1100 FAIRHOPE AVENUE  
FAIRHOPE, ALABAMA 36532  
TELEPHONE: (251) 990-4640  
FAX: (251) 580-2590

July 1, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the Eastern Shore Metropolitan Planning Organization (ESMPO), I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, ESMPO endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Respectfully,



Sarah Hart Sislak  
MPO Coordinator



## South Alabama Regional Planning Commission

William S. Stimpson, Chairman • Charles H. Murphy, Vice-Chairman  
James R. Staff, Secretary - Treasurer • John F. Rhodes, Executive Director

June 30, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of South Alabama Regional Planning Commission (SARPC), I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, SARPC endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

John F. Rhodes  
Executive Director, SARPC



July 2, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the South Baldwin Chamber of Commerce 800 business members and the Board of Directors, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, the South Baldwin Chamber of Commerce endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

President and CEO



July 2, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the Town of Magnolia Springs, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, the Town of Magnolia Springs endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Kim Koniar".

Kim Koniar, Mayor



Kay Ivey  
GOVERNOR

July 1, 2021

# ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION  
OFFICE OF REGION ENGINEER  
1701 I-65 WEST SERVICE ROAD NORTH  
MOBILE, ALABAMA 36618-1109  
TELEPHONE: (251) 470-8200  
FAX: (251) 473-3624



John R. Cooper  
TRANSPORTATION DIRECTOR

The Honorable Pete Buttigieg  
Office of Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave., SE  
Washington, DC 20590

Dear Secretary Buttigieg:

**RE: RAISE Grant Application; Baldwin Area Multimodal Safety Project (BAMS)**

On behalf of the Alabama Department of Transportation, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth; connecting underserved areas to state and local parks and recreation facilities; providing improved access to employment centers, shopping, and preserving right-of-way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

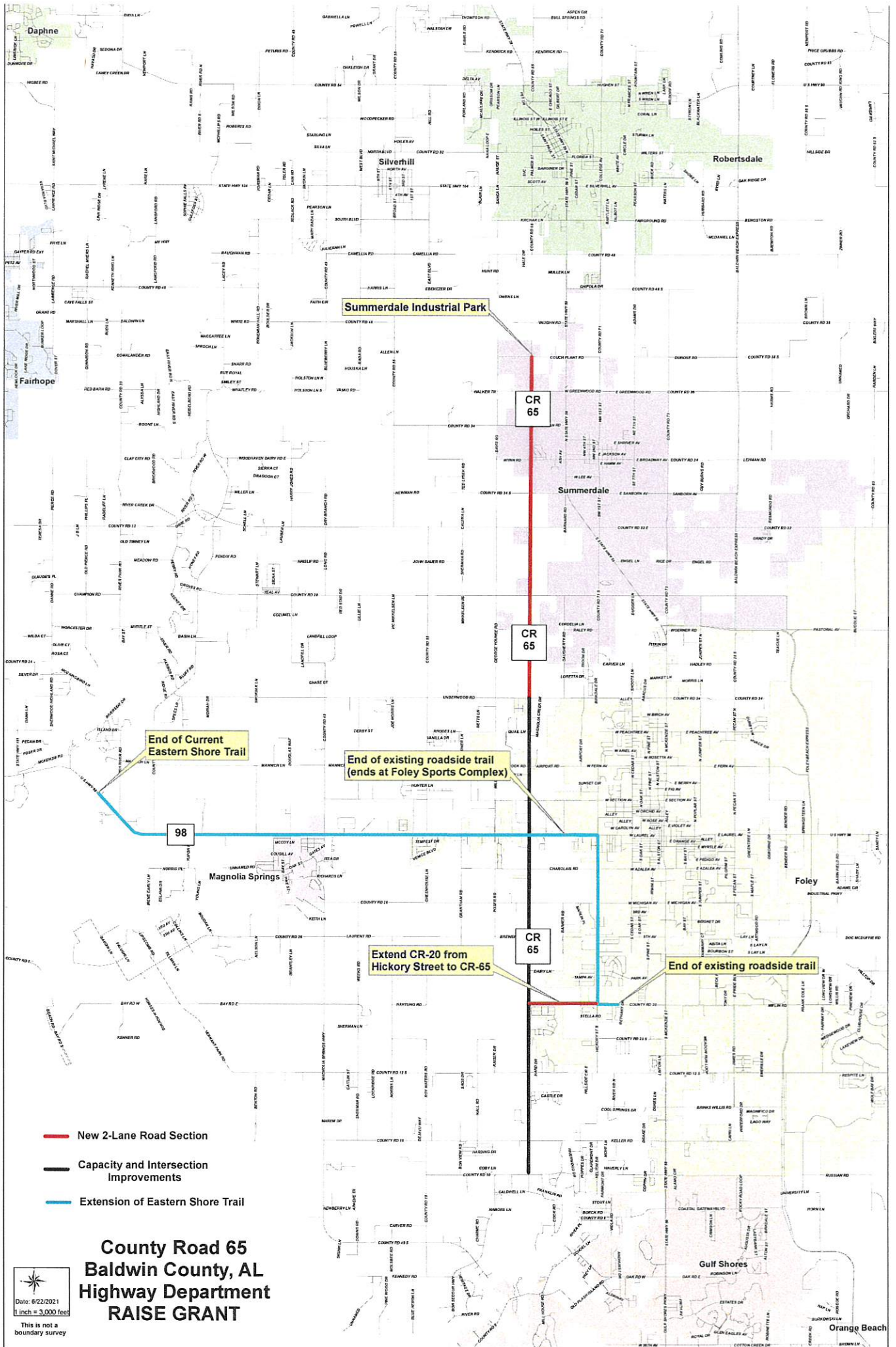
For this reason, the Alabama Department of Transportation endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact this office if you have any questions or need additional information.

Sincerely,

Matthew J. Ericksen, P.E.  
Southwest Region Engineer

MJE/mje  
c: File



Summerdale Industrial Park

CR 65

CR 65

CR 65

End of Current Eastern Shore Trail

End of existing roadside trail (ends at Foley Sports Complex)

98

Extend CR-20 from Hickory Street to CR-65

End of existing roadside trail

- New 2-Lane Road Section
- Capacity and Intersection Improvements
- Extension of Eastern Shore Trail

**County Road 65  
Baldwin County, AL  
Highway Department  
RAISE GRANT**

  
 Date: 6/22/2021  
 1 inch = 3,000 feet  
 This is not a boundary survey

Orange Beach



July 01, 2021

The Honorable Pete Buttigieg  
Secretary of Transportation  
U.S. Department of Transportation  
1200 New Jersey Ave, SE  
Washington, DC 20590

Re: RAISE Grant Application; *Baldwin Area Multimodal Safety Project (BAMS)*

Dear Secretary Buttigieg:

On behalf of the City of Foley, I am pleased to express our support for Baldwin County's application for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to advance the *Baldwin Area Multimodal Safety Project (BAMS)*. This grant will support comprehensive planning and design to advance long-term goals of improving motorist and pedestrian safety along critical routes that are experiencing significant growth, connecting underserved areas to state and local park and recreation facilities, providing improved access to employment centers and shopping, and preserving right of way for future broadband improvements to rural communities.

*BAMS* will progress transportation connections to meet growth and support economic opportunities in south Baldwin County by advancing a 10-mile extension of the Eastern Shore Trail, a non-motorized bicycle and pedestrian facility, along US-98 and South Hickory Street and by improving County Road 65 from County Road 10 to Couch Plant Road. Comprehensive planning and design within the project area will advance important considerations for transportation connections and environmental planning.

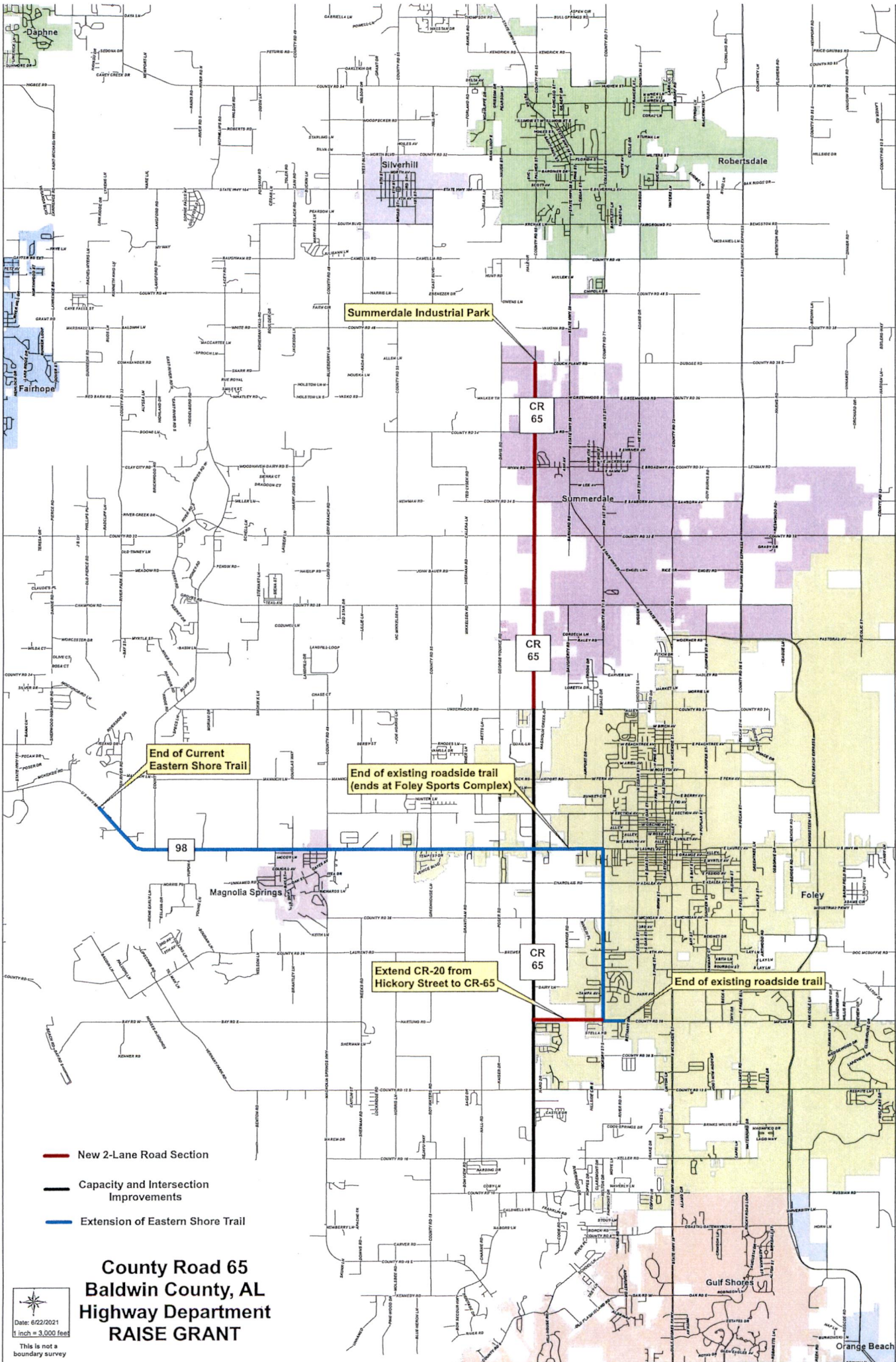
Baldwin County is the fastest growing county by population growth in Alabama, with an associated growing demand for efficient movement of people and goods. Baldwin County continues to lead Alabama in incoming migration with over 100 people moving to the county each week.

For this reason, the City of Foley endorses this RAISE grant application. We recognize the value of this project and the role it plays in improving the safe and reliable operation of our transportation networks for commerce, the traveling public, and our community.

Thank you for your consideration of this important project. Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

Ralph G. Hellmich, Mayor



Summerdale Industrial Park

CR 65

CR 65

End of Current Eastern Shore Trail

End of existing roadside trail (ends at Foley Sports Complex)

98


Extend CR-20 from Hickory Street to CR-65

CR 65

End of existing roadside trail

- New 2-Lane Road Section
- Capacity and Intersection Improvements
- Extension of Eastern Shore Trail

**County Road 65  
Baldwin County, AL  
Highway Department  
RAISE GRANT**

  
 Date: 6/22/2021  
 1 inch = 3,000 feet  
 This is not a boundary survey

Gulf Shores  
Orange Beach





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1029, **Version:** 1

**Item #:** BN5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, P.E., County Engineer  
Frank Lundy, P.E., Operations Manager  
James Martin, Equipment Manager

**Submitted by:** Lisa Sangster, Administrative Support Specialist IV

---

### ITEM TITLE

Sale of Vehicles on GovDeals.com by the Highway Department

### STAFF RECOMMENDATION

Approve the sale of surplus vehicles on the attached list by the Highway Department through the Clerk/Treasurer via GovDeals.com.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

#### **Background:**

Auction proceeds are estimated to be \$2,000.00 for vehicles.

### FINANCIAL IMPACT

**Total cost of recommendation:** Estimated Proceeds (\$2,000.00)

**Budget line item(s) to be used:** 111.61200

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

---

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Accounting Department; Highway Department

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
Accounting Department to coordinate the auction of items approved for sale by the Commission.  
Highway Department, James Martin, to provide information as needed.

**Additional instructions/notes:** Accounting Department: Notify Sherry Smith in purchasing to remove the vehicle from fuelman and ACCA property liability insurance.

**GovDeals Auction List**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Equipment #</b>	<b>Unit #</b>	<b>Location</b>	<b>Comments</b>	<b>Reserve \$</b>	<b>Lot #</b>	<b>Cost Center</b>
2007	Ford	F-150	39594	0007757	Robertsdale	4x2 Reg. Cab	\$1,000.00	Lot # 14	53113
2007	Ford	F-150	39590	0007751	Robertsdale	4x4 Reg. Cab	\$1,000.00	Lot # 15	53113

Total Auction Reserves: **\$2,000.00**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1006, **Version:** 1

**Item #:** BQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Animal Shelter - Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the reclassification/re-title of the vacant Senior Animal Control Technician position (PID #5601), grade 307, to Animal Control Technician, grade 304; and
- 2) Approve the employment of Timothy Flowers to fill the open Animal Control Technician position (PID #5357) at a grade 304 (\$13.250 per hour / \$27,560.00 annually); and
- 3) Approve the employment of Destiny Kinsey to fill the open Animal Control Technician position (PID #5358) at a grade 304 (\$13.250 per hour / \$27,560.00 annually); and
- 4) Approve the updated organizational chart for the Animal Shelter.

These actions will be effective no sooner than July 12, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Animal Control positions were vacated due to the resignation and promotion of the previous employees. The County Administrator respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$55,120.00 - budgeted

**Budget line item(s) to be used:** 10955410.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

---

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

Commission Administration  
County Administrator  
727  
Grade S325

Animal Shelter/ Control  
Animal Shelter Manager  
5351  
Grade S313

Animal Shelter/ Control  
Animal Resource Supervisor  
5426  
Grade 309

Animal Shelter/ Control  
Senior Animal Control Officer  
5459  
Grade 306

Animal Shelter/ Control  
Senior Animal Control Officer  
5354  
Grade 306

Animal Shelter/ Control  
Sr. Animal Control Technician  
5356  
Grade 307

Animal Shelter/ Control  
Sr. Animal Control Technician  
5601  
Grade 307-304  
RECLASS/RETITLE

Animal Shelter/ Control  
Animal Placement Specialist  
5353  
Grade 305

Animal Shelter/ Control  
Animal Control Officer  
5355  
Grade 303

Animal Shelter/ Control  
Animal Control Technician  
5357  
Grade 304

Animal Shelter/ Control  
Animal Control Technician  
5437  
Grade 304

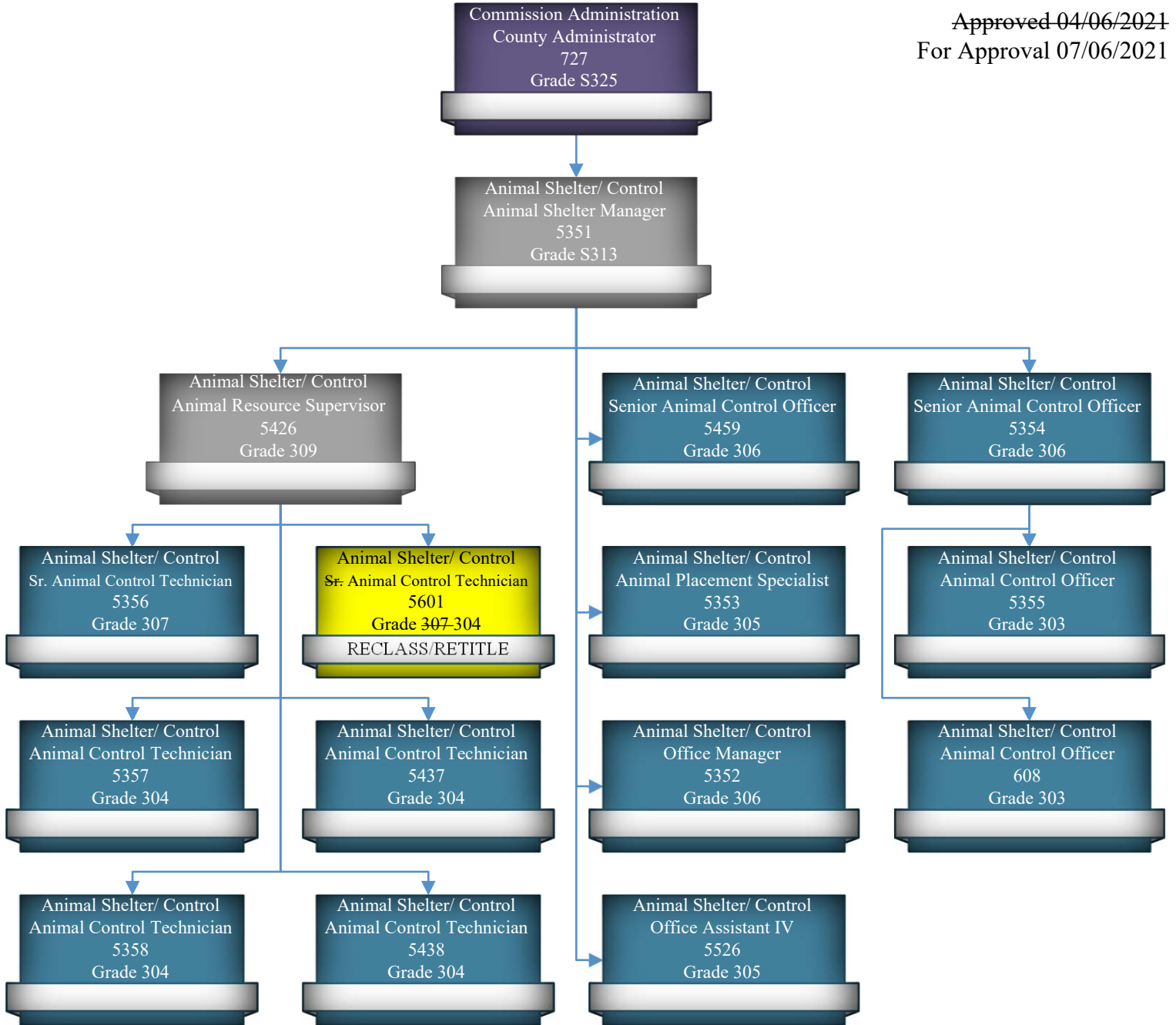
Animal Shelter/ Control  
Office Manager  
5352  
Grade 306

Animal Shelter/ Control  
Animal Control Officer  
608  
Grade 303

Animal Shelter/ Control  
Animal Control Technician  
5358  
Grade 304

Animal Shelter/ Control  
Animal Control Technician  
5438  
Grade 304

Animal Shelter/ Control  
Office Assistant IV  
5526  
Grade 305





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1007, **Version:** 1

**Item #:** BQ2

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Baldwin Regional Area Transit System (BRATS) Department - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Abolish the Administrative Support Specialist I position (PID #5279) grade 306; and
- 2) Create a Baldwin Regional Area Transit System (BRATS) Driver Supervisor position (PID #TBD) at a grade 309; and
- 3) Approve the position description for BRATS Driver Supervisor; and
- 4) Approve the updated organizational chart for BRATS.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Director of Transportation respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$3,111.80 - above budgeted amount

**Budget line item(s) to be used:** 14351930.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A



## **POSITION DESCRIPTION**

Title: BRATS Driver Supervisor

Department: Baldwin Regional Area Transit System (BRATS)

Job Analysis: Sept. 2008, June 2009, Feb. 2011, **July 2021**

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Fleet and Driver Manager, Director of Transportation

Subordinate Staff: Public Transit and County Courier Drivers

Internal Contacts: Baldwin County Commission, County Administrator, BRATS Personnel

External Contacts: ALDOT, General Public, Business Community

Status: Classified/Non-Exempt (309)

### **Job Summary**

Supervise the BRATS public transit and courier drivers. Responsibilities include 1) supervise subordinate staff and subordinate staff duties (driving, vehicle maintenance, customer service, paperwork, etc.) assigned to four transit hubs located throughout the County; 2) manage driver leave time and schedule substitute drivers as required; 3) serve as emergency substitute driver as needed/required; 4) adequately communicate administrative and safety information to drivers; 5) coordinate BRATS fleet vehicle maintenance as required; 6) assist with recruiting, selection, training, retraining, performance evaluations, and discipline of subordinate staff; 7) participate in scheduled meetings, trainings, etc.; and 8) perform other duties as deemed necessary by the Fleet and Driver Manager.

### **Job Domains**

- A. Safety
  - 1. On-call for emergencies.
  - 2. Assist with investigations of accidents and incidents including retrieving and reviewing video surveillance of incidents in questions.
  - 3. Assist in training of driver personnel.
  
- B. Maintenance
  - 1. Ensure that drivers are properly maintaining vehicles.
  - 2. Coordinate with office staff to track/schedule vehicles for maintenance.

C. Management

1. Assist with the creation and implementation of new policies and procedures.
2. Assist with the creation and planning of new routes.
3. Assist with route analysis.
4. Oversee all subordinate staff to ensure staff follow federal, county and department policies and procedures.
5. Assist with investigations and resolving personnel concerns.

D. Reports

1. Generate reports required in relation to duties

E. Assisting Fleet and Driver Manager

1. Assists Fleet and Driver Manager in overall operation of department.
2. Assists with presentations, training, and marketing of the department.

F. Miscellaneous

1. Create necessary forms for drivers.
2. Promote Public Transit.
3. Assist with technological problems and improvements.
4. Attend workshops and conferences in relation to the job.

G. Essential Functions

1. Maintain control of passengers while they are aboard the vehicle.
2. Secure and tie down wheelchairs properly.
3. Record the time of each pick up and drop off.
4. Properly perform pre-trip and post-trip inspections of the vehicle.
5. Report maintenance issues and safety hazards.
6. Maintain cleanliness of vehicle.
7. Maintain fuel level of vehicle.
8. Maintain accurate paperwork and training documentation.
9. Assist passengers within established guidelines.
10. Provide information to passengers.
11. Speak professionally and clearly on telecommunications devices.
12. Be familiar with current training procedures and safety equipment.
13. Able and willing to receive and maintain PASS certification and additional training.
14. Implement safety and training programs.
15. Provide orientation and training procedures for new drivers.
16. Assist in documenting and reviewing accidents and incidents.
17. Perform driver knowledge and performance evaluations.
18. Assist in emergency management as needed.
19. Other functions as deemed necessary.

**Knowledge, Skills, and Abilities**

Due to rapidly changing laws, regulations, technology, etc., BRATS focus as much on an individual's ability to learn and apply new knowledge, skills, and abilities as on an individual's existing knowledge, skills, and abilities.

1. Skills to communicate effectively and clearly with general public, specifically elderly and impaired citizens.
2. Ability to keep detailed records and make accurate reports.
3. Ability to read road signs correctly.
4. Knowledge to understand rules and regulations of defensive driving.
5. Ability to follow routine oral and written instructions.
6. Math skills to keep correct figures on fares, miles traveled and gallons of gas and oil purchased.
7. Knowledge and understanding of the Alabama State Highway Public Transportation Highway rules and regulations.
8. Ability to deal with general public in a professional, courteous and polite manner.
9. The ability and patience to work with individuals with disabilities.
10. Ability to convey procedures and instructions to new hires and existing staff.
11. Ability to relate pertinent information and safety hazards to supervisor.
12. Skills to create an environment conducive to learning and instruction.
13. Ability to operate an electronic and to communicate effectively and clearly.
14. Ability to work in computer software programs.

#### **Other Characteristics**

1. All BRATS Team Members are expected to be very flexible team players. Any BRATS team member may be required to transport passengers (this is our core mission) or perform any other tasks required of any other BRATS team member.
2. Need to have transportation to work
3. Must dress in professional manner to interact with the public
4. Must have positive attitude
5. Handle stressful situations calmly and professionally
6. Must be able to travel as deemed necessary
7. Willing to work non-standard hours as necessary

#### **Physical Qualifications**

1. Ability to see, read, write, stand, walk, reach, pull, push, bend, turn, climb, escort passengers, observe passengers, lift a minimum of 50 lbs. unassisted and secure passengers and mobility devices.
2. Must have 20/40 vision or better with corrected lenses.

#### **Minimum Qualifications**

1. Must have a valid Commercial Driver's License with Passenger Endorsement.
2. Minimum of three (3) years direct supervisory experience.
3. Bachelor's degree preferred, but not required.
4. Criminal background check authorization required.
5. Pre-employment drug screening, random drug screening and post-accident drug and alcohol screenings are required.

Commission Administration  
County Administrator  
727  
Grade S325

BRATS Administration  
Director of Transportation  
253  
Grade S320

BRATS Administration  
BRATS Fleet and Driver Manager  
5546  
Grade S312

BRATS Operations  
PT Training Manager  
0023  
Grade 312

BRATS Administration  
Accounting Manager  
5597  
Grade S319

BRATS Administration  
BRATS Operations Manager  
5547  
Grade S312

BRATS Operations  
Driver Supervisor  
TBD  
Grade 309  
CREATE

BRATS Operations  
Mechanic II  
289  
Grade 311

BRATS Operations  
Bus Driver/Shop Assistant  
401  
Grade 305

BRATS Administration  
Grants Technician  
5545  
Grade 307

BRATS Administration  
Billing Account Specialist II  
5552  
Grade 307

BRATS Administration  
Administrative Support  
Specialist I  
5279  
Grade 306  
ABOLISH

BRATS Administration  
Customer Service  
Representative II  
5551  
Grade 307

BRATS Administration  
Customer Service  
Representative I  
326  
Grade 306

BRATS Administration  
Customer Service  
Representative I  
5226  
Grade 306

BRATS Operations  
Customer Service  
Representative I  
1041  
Grade 306





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1011, **Version:** 1

**Item #:** BQ3

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Eddie Harper, Building Official

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Building Inspection Department - Employment of Two (2) Building Inspector III Positions

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the employment of George Fralic to fill the Building Inspector III position (PID #5605), grade 315 (\$24.03 per hour / \$49,982.40 annually); and
- 2) Approve the employment of Michael Hart to fill the Building Inspector III position (PID #5606), grade 315 (\$24.03 per hour / \$49,982.40 annually).

These actions will be effective no sooner than July 12, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Building Inspector positions were newly created during the June 15, 2021, Regular Meeting. The Building Official respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$99,964.80

**Budget line item(s) to be used:** 10052710.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1038, **Version:** 1

**Item #:** BQ4

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** Addendum

**From:** Eddie Harper, Building Official

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Building Inspection Department - Promotion of Employee

### STAFF RECOMMENDATION

Approve the promotion of Danielle Brazwell from the Permit Technician I position (PID #5470) grade 306 (\$17.974 per hour / \$37,385.92 annually) to fill the open Chief Permit Technician position (PID #5607) at a grade 312 (\$20.13 per hour / \$41,870.40 annually) to be effective no sooner than July 19, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Chief Permit Technician position was newly created during the June 15, 2021, regular meeting. The Building Official respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$41,870.40 - budgeted

**Budget line item(s) to be used:** 10052710.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A



**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - Implement Changes**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1005, **Version:** 1

**Item #:** BQ5

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk Treasurer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Finance and Accounting Department - Promotion of Employee

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Dana Austin from the Senior Accountant position (PID #5596) grade S317 (\$56,410.00 annually), to fill the open Accounting Manager position (PID #5603) at a grade S319 (\$63,676.00 annually), to be effective no sooner than July 19, 2021; and
- 2) Approve the updated organizational chart for the Finance and Accounting Department.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Accounting Manager position was newly created in May 2021. The Clerk/Treasurer respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$63,676.00

**Budget line item(s) to be used:** 10051700.5113

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

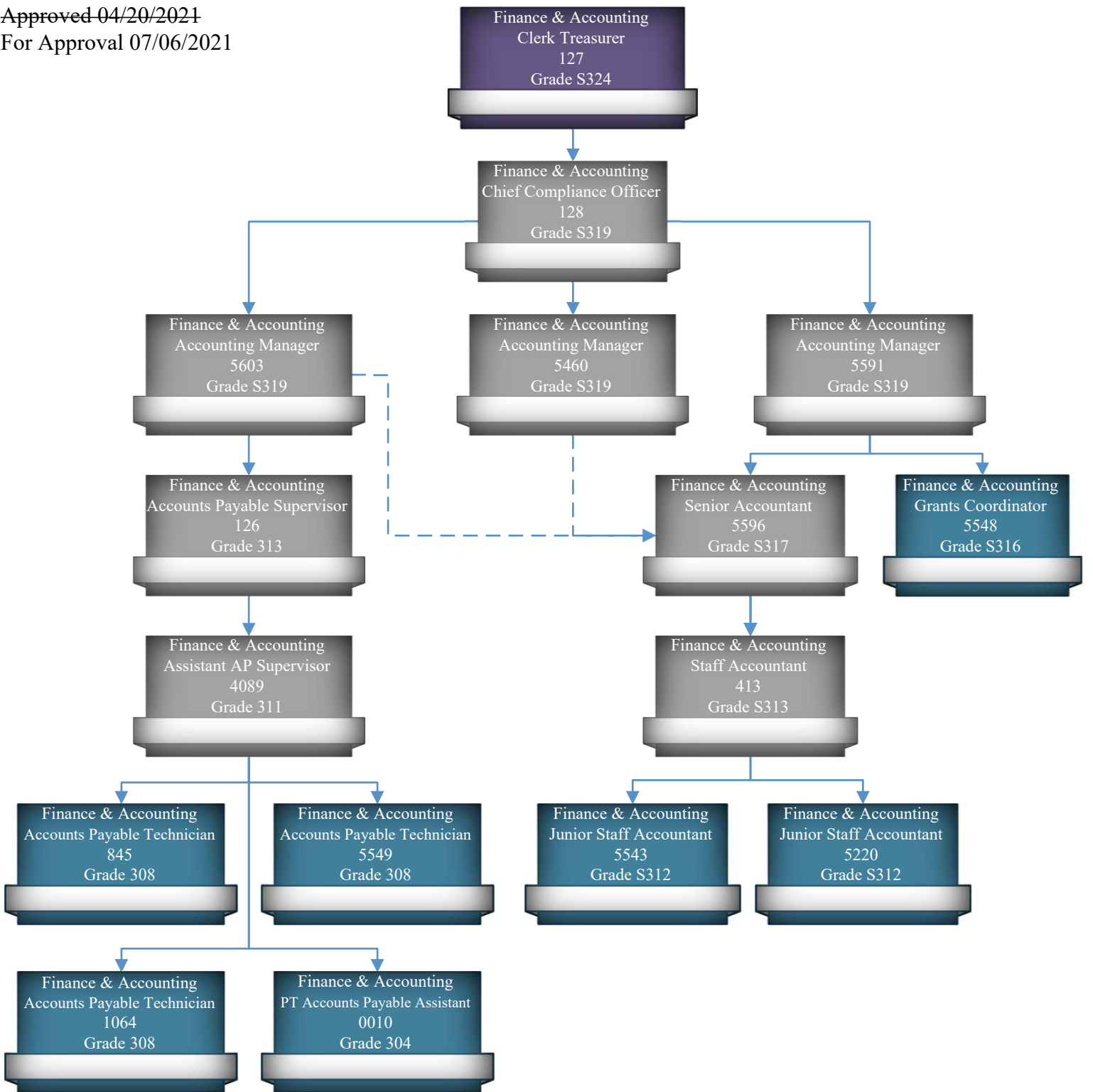
**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A

Approved 04/20/2021  
For Approval 07/06/2021





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1010, **Version:** 1

**Item #:** BQ6

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Joey Nunnally, County Engineer

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Highway Department (Silverhill) - Promotion of Employee

### STAFF RECOMMENDATION

Approve the promotion of Michael Royster from the Operator Technician II position (PID #447) grade 308 (\$18.42 per hour / \$38,313.60 annually) to fill the open Operator Technician III position (PID #898) at a grade 309 (\$19.894 per hour / \$41,379.52 annually) to be effective no sooner than July 19, 2021.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Operator Technician III position was vacated in April 2021 by promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$41,379.52 - budgeted

**Budget line item(s) to be used:** 11153112.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

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**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - Implement Changes**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1008, **Version:** 1

**Item #:** BQ7

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Matthew Brown, Director of Transportation

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Planning and Zoning Department - Position and Personnel Changes

### STAFF RECOMMENDATION

Take the following actions:

- 1) Create one (1) Planning Technician position (PID #TBD), grade 309; and
- 2) Approve the promotion of Matthew Brown from the Director of Transportation (PID #253) grade S320 (\$91,773.08 annually), in the Baldwin Regional Area Transit System (BRATS) Administration Department (51930) to fill the open Planning and Zoning Director (PID #793) at a grade S321 (\$99,114.93 annually) in the Planning and Zoning Department (52730), to be effective no sooner than July 19, 2021; and
- 3) Approve the updated organizational chart for the Planning and Zoning Department.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The County Administrator respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$134,287.73

**Budget line item(s) to be used:** 10052730.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

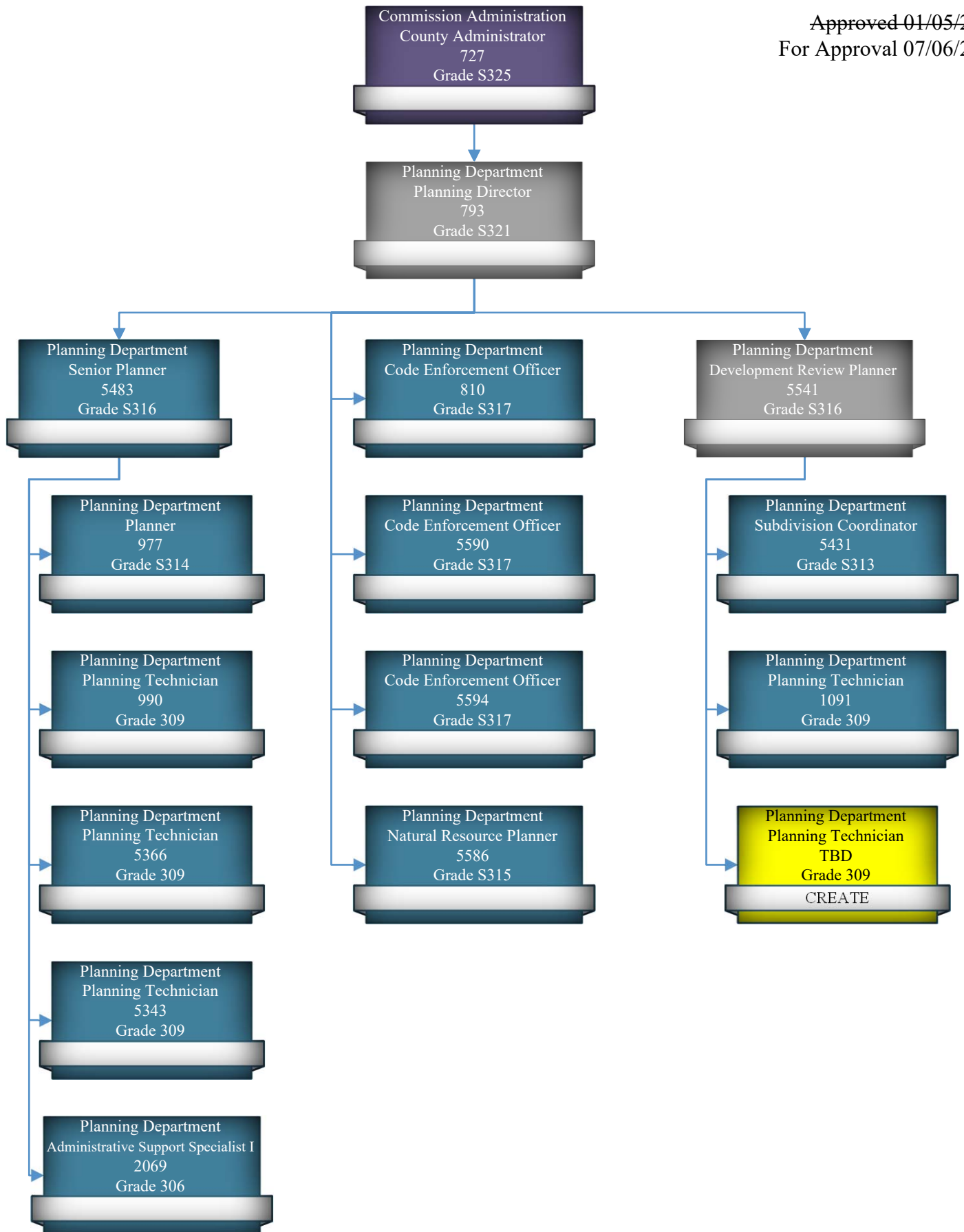
**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A







# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1037, **Version:** 1

**Item #:** BQ8

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

Madison Steele, Horticulturist

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Parks Department - Re-classification of Position

### STAFF RECOMMENDATION

Approve the re-classification of the vacant Mechanic I position (PID #5524) grade 306, to a Mechanic II position at a grade 311.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Due to the Parks Department receiving heavier equipment, it is necessary to reclassify the Mechanic I position. The County Administrator respectfully requests that the above recommendation is approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** \$9,152.00 above budgeted amount, the position has been vacant since March, so funding is available due to timing.

**Budget line item(s) to be used:** 14457200.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

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**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: Personnel - Implement Changes**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1009, **Version:** 1

**Item #:** BQ9

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Teddy Faust, Revenue Commissioner

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### ITEM TITLE

Revenue Commission - Title Change for Personal Property Support Technician I Position

### STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the title change for the Personal Property Support Technician I position (PID #5593) to Personal Property Appraiser Trainee, with no change in pay grade; and
- 2) Approve the updated organizational chart for the Revenue Commission - Personal Property Division.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Revenue Commissioner respectfully requests that the above recommendations are approved.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** 12051810.51130

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

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N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

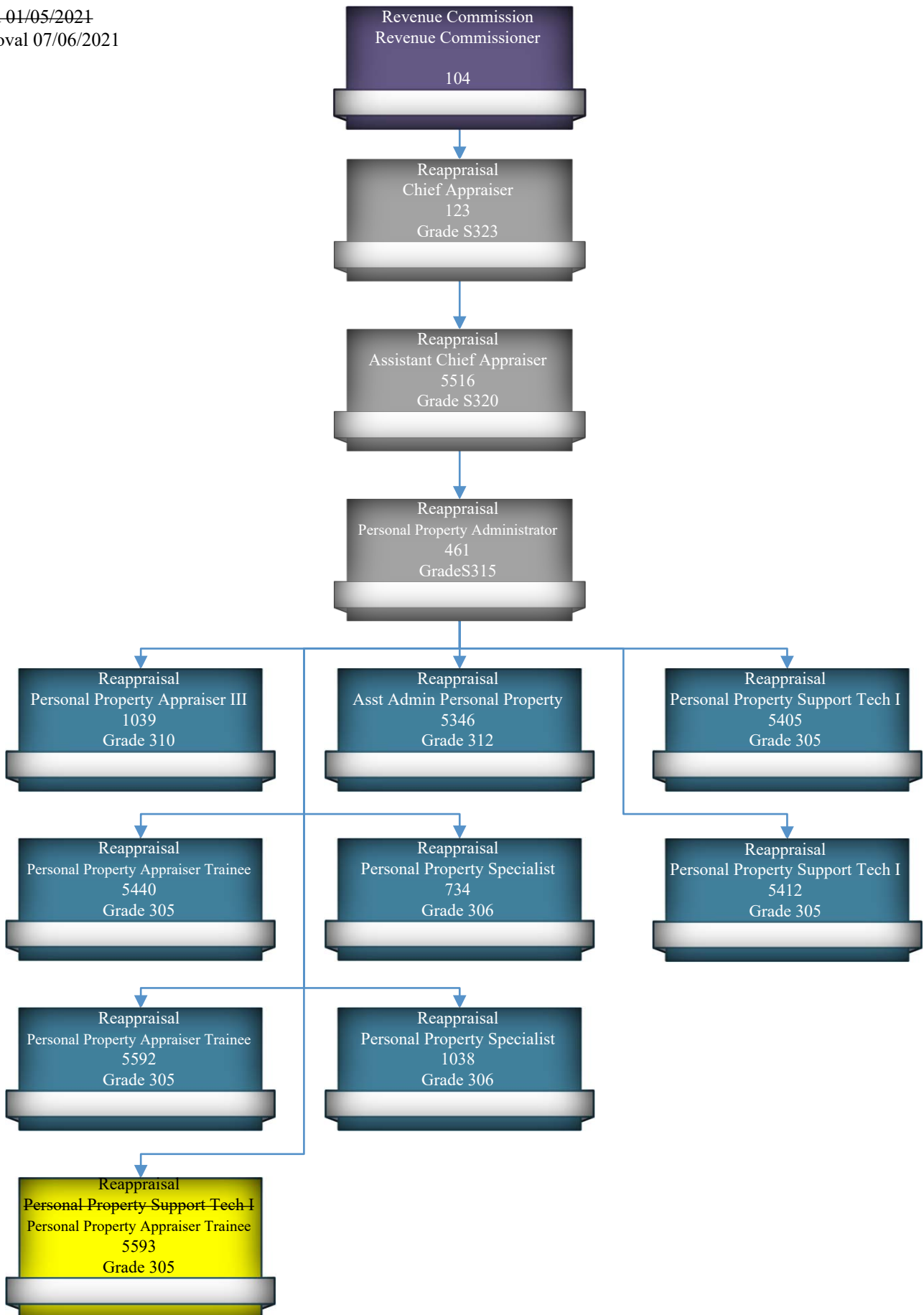
**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A





# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1012, **Version:** 1

**Item #:** BQ10

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Terri Graham, Development and Environmental Director

Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

---

### **ITEM TITLE**

Solid Waste Department (Collections/Maintenance) - Position Changes

### **STAFF RECOMMENDATION**

Take the following actions:

- 1) Abolish the Solid Waste Technician positions (PID #5228, 5231, 5248, 868); and
- 2) Create one (1) Mechanic II position (PID #TBD), grade 311, in the Solid Waste Maintenance Department (54370); and
- 3) Create (1) Solid Waste Driver II position (PID #TBD) grade 308, in the Solid Waste Collections Department (54800); and
- 4) Approve the updated organizational chart for the Solid Waste Department; and
- 5) Approve the updated position descriptions for the Collections Supervisor, Staff Accountant, and Deputy Solid Waste Officer II positions.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** The Development and Environmental Director respectfully requests that the above recommendations are approved.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** \$38,631.00 - overall savings

**Budget line item(s) to be used:** 51054370.51130, 51054800.51130

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**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Personnel - Implement Changes

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

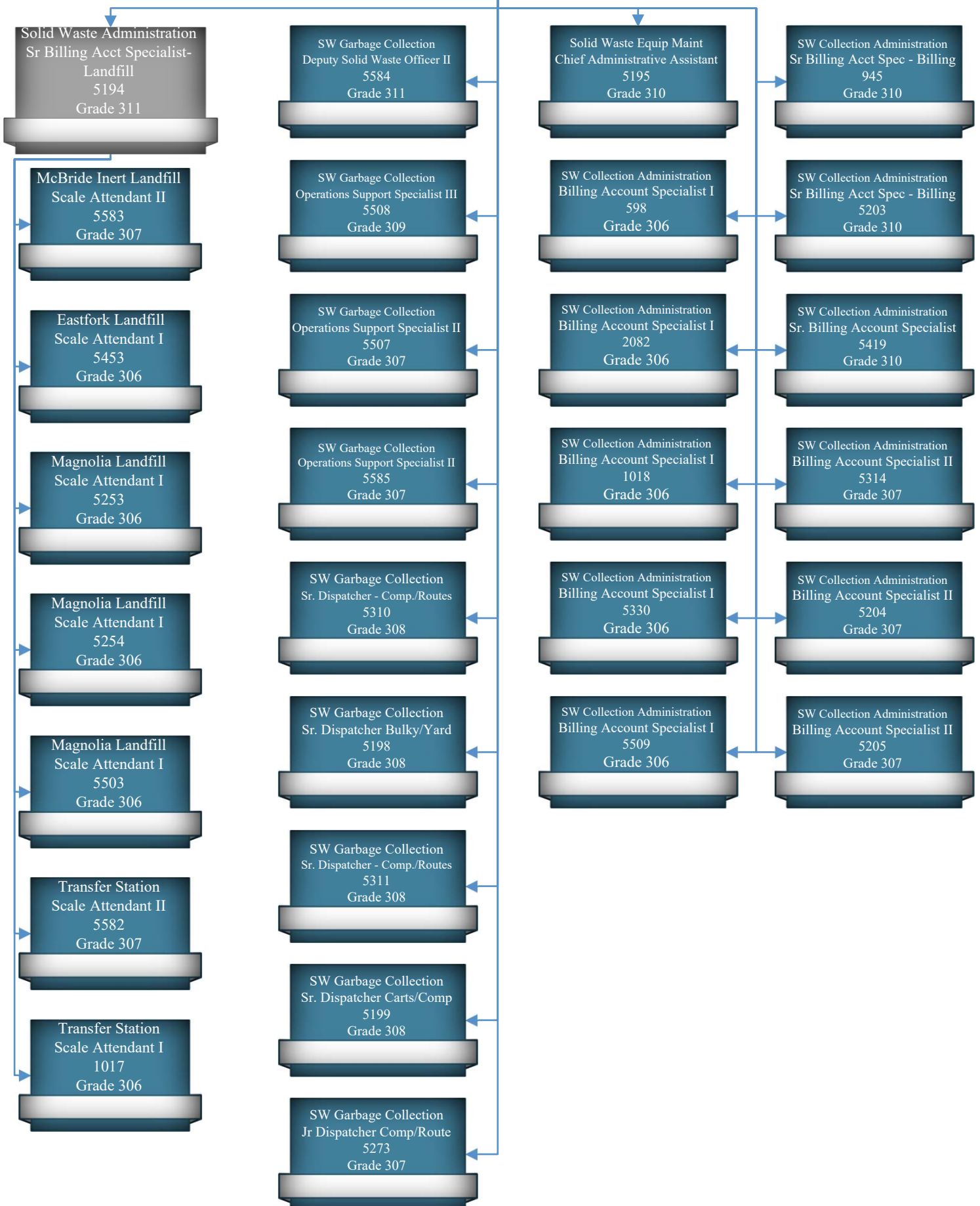
**Additional instructions/notes:** N/A



Solid Waste Administration  
Development Environmental Dir  
722  
Grade S323



Solid Waste Administration  
Staff Accountant  
5580  
Grade S313



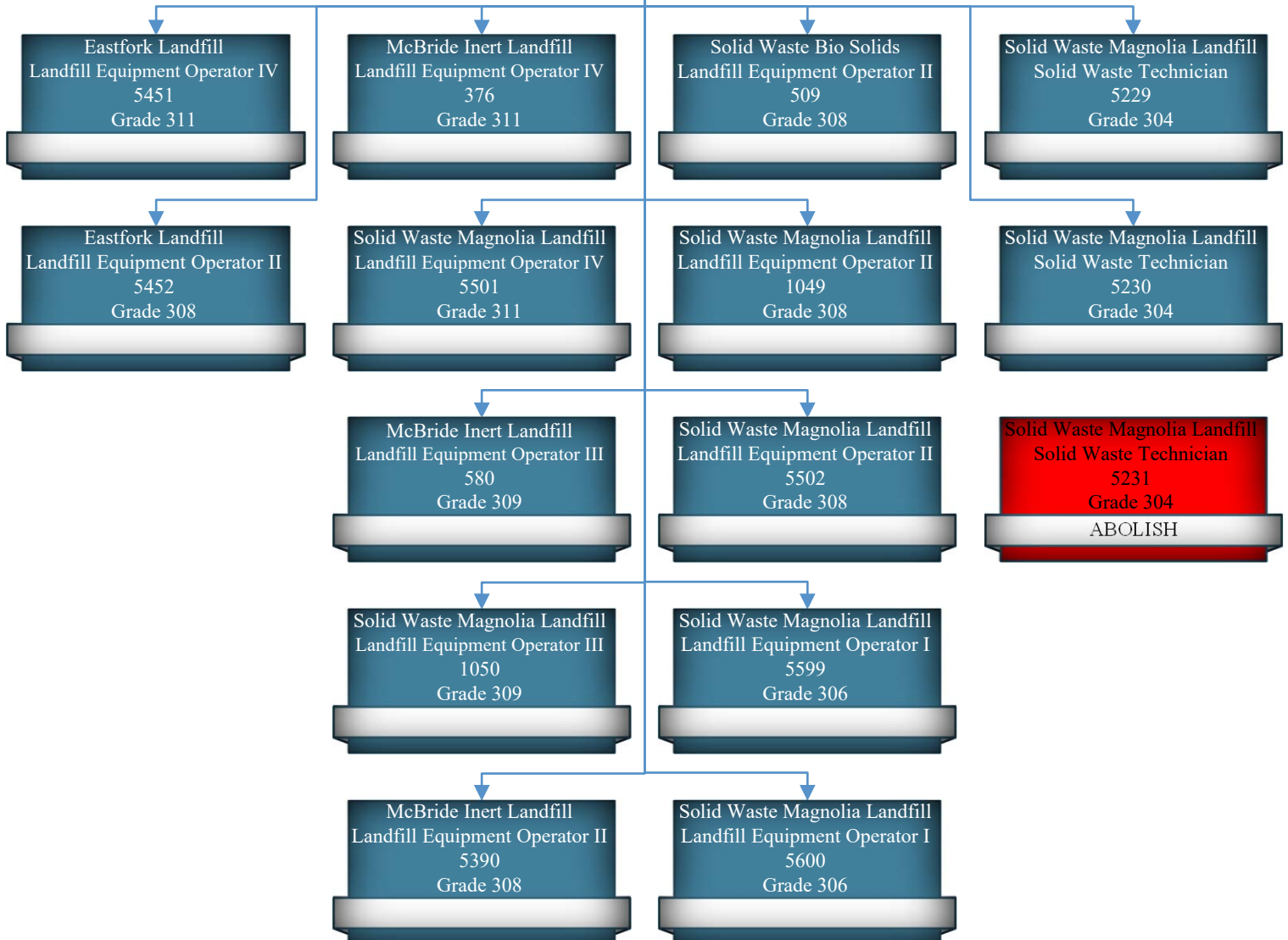


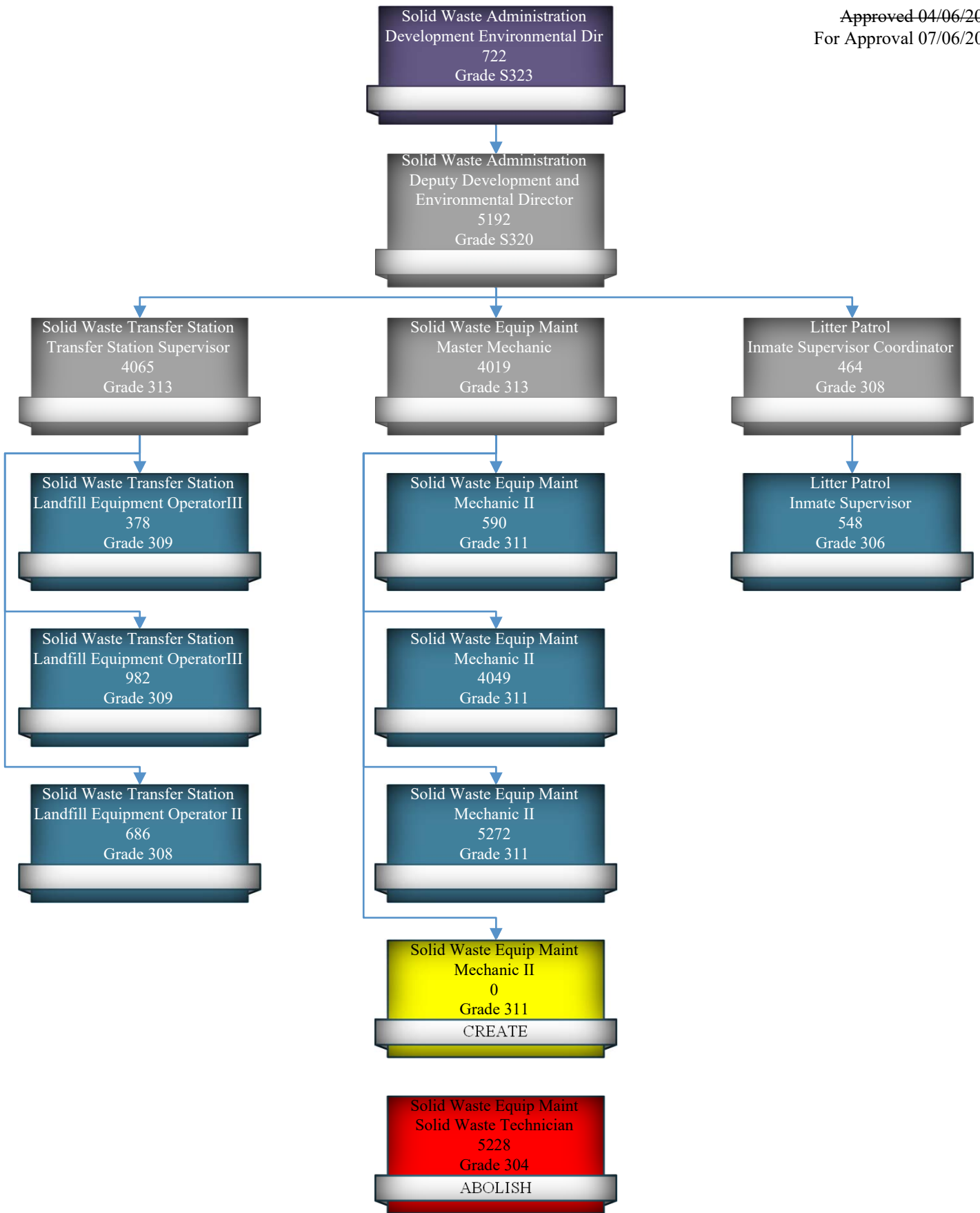
Solid Waste Administration  
Development Environmental Dir  
722  
Grade S323

Solid Waste Administration  
Deputy Development and  
Environmental Director  
5192  
Grade S320

Solid Waste Magnolia Landfill  
Landfill Supervisor  
319  
Grade S317

Solid Waste Magnolia Landfill  
Asst. Landfill Supervisor  
5529  
Grade 313





## **POSITION DESCRIPTION**

Title: Staff Accountant

Department: Solid Waste

Job Analysis: July 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### **Relationships**

Reports To: Accounting Manager

Subordinate Staff: Billing Account Specialist I, II and Senior Billing Account Specialists, Scale Operators, Operations Support Specialists, Chief Administrative Assistant - Solid Waste Maintenance

Internal Contacts: Solid Waste Staff, Officials and employees of the Commission Office, Budget & Purchasing Department, Accounting, CIS Department, Revenue Commissioner's Office, and the Sheriff's Department

External Contacts: General Public, Vendors, Customers, Insurance Companies, FEMA, State Agencies, Local Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department

Status: Classified/Exempt (S313)

### **Job Summary**

The Staff Accountant – Solid Waste is Responsible for general accounting and system administration functions including: Assisting with daily accounting and budgeting operations for all cost centers in the department, including preparation of journal entries. This position assists with maintaining all accounting records and preparing special financial reports/statements and database queries as directed by the Solid Waste Management team. Assists in administering third-party software applications/programs for Solid Waste including the planning, coordinating and testing of all system changes and upgrades to ensure the application and peripheral devices will operate correctly in current as well as future environments. Analyze and identify system issues and communicate with vendors and CIS to determine solutions and implement such. Assists with submittal of reimbursement requests for FEMA disasters. This position also provides accounting guidance and daily technical support to end-users as well as support to all areas of customer service in the department.

## Job Domains

### A. Accounting and Financial

1. Review monthly financial/budget reports for proper account codes to revenues and expenditures by fund and line item. Prepare adjusting journal entries for submission to Accounting department.
2. Track all comprehensive monitoring and professional service expenses and report and resolve variances to budget on a monthly basis.
3. Verify that Departmental accounting records are correct and balanced on a monthly basis.
4. Assist in the tracking of Fixed Assets, calculation of depreciation and corresponding schedules and documentation.
5. Prepare purchase requisitions as needed and review and code corresponding invoices for submission to Accounting for payment processing.
6. Track CIS departmental inventory and monitor replacement schedules.
7. Perform general system user setups, install peripheral devices, troubleshoot issues.
8. Assist with preparation of the year-end schedules and accounting reports and corresponding journal entries.
9. Write and perform extensive sql queries for ad hoc data and reports.
10. Assist senior level staff with financial tasks and system related issues as needed.
11. Prepare various reports upon request.
12. Assist with all areas of departmental customer service.

### B. Reports and Records Management

1. Maintain various reports as needed.
2. Ability to produce reports with report writer software (Crystal Reports).
3. Post to and maintain various data bases used for reporting.
4. Responsible for the integrity of data and the confidentiality of information.
5. Maintain all financial files in an organized and timely manner.
6. Ensures that files are kept up to date and purged according to the County Records Disposition Schedule.

### C. Operations Responsibilities

1. Fills in for Senior Billing Account Specialists and other staff when necessary and must maintain current knowledge of all standard operating procedures of such which includes strong leadership skills in customer service.
2. Types and/or prepares correspondence, resolutions, agenda items and various reports and documents as requested.
3. Perform filing tasks.
4. Provide assistance and/or makes referrals to general public, various agencies and County employees.
5. Enter data and operate computers, copiers, scanner and printer when necessary.

#### D. Personnel

1. Create and update organizational chart for department.
2. Verify time on Kronos each pay period and work with managers to ensure accuracy.

#### **Knowledge, Skills, and Abilities**

(Any item with an asterisk will be taught on the job.)

1. Strong working knowledge of business software packages such as spreadsheets, data bases, and word processing.
2. Attention to detail and accuracy in accounting procedures.
3. Working knowledge of accounting software systems such as JD Edwards, MUNIS.
4. Math and analytical skills to perform accounting and bookkeeping operations.
5. Skills to prepare reports, complete forms, compose letters and accurately and neatly post journals and ledgers.
6. Problem analysis and problem-solving skills.
7. Skills to read and understand written instructions, manuals and correspondence.
8. Ability to operate office machines such as 10-key calculator, computers and copy machine.
9. Knowledge of accounting principles and procedures, particularly as it relates to governmental accounting.
10. Knowledge of general office procedures.
11. Project planning, organizing and scheduling by priority.
12. Ability to work independently with little supervision.
13. Skills to communicate effectively with office staff and general public.
14. Excellent team-work skills and relating well with other staff members.
15. \*Thorough knowledge of departmental policies and procedures and ability to apply them to work problems.

#### **Other Characteristics**

1. Willing to work nonstandard hours as necessary.
2. Willing to travel out of County as needed.
3. Willing to attend meetings, conferences, workshops, and training sessions as related in assigned work area.

#### **Minimum Requirements**

1. Bachelor's degree in accounting or information technology or related field.
2. Accounting and bookkeeping experience of one (1) year. Governmental accounting preferably.



## POSITION DESCRIPTION

Title: Collections Supervisor  
Department: Solid Waste  
Job Analysis: Feb 2011, Sept 2013, Oct 2015, Sept 2017, July 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports To: Development & Environmental Director, Deputy Development & Environmental Director  
Subordinate Staff: Assistant Collections Supervisor, Solid Waste Driver I, Solid Waste Driver II, Solid Waste Driver III, Solid Waste Technicians  
Internal Contacts: Department Employees, Division Managers, and Commissioners  
External Contacts: General Public  
Status: Classified/Non-Exempt (314)

### Job Summary

Responsible for directing the activities of all area Waste Collection crews, with the assistance of an Assistant Collections Supervisor. Waste Collection areas are divided into North Baldwin, headquartered at the Bay Minette Transfer Station, and South Baldwin, headquartered at the Magnolia Landfill. An Assistant Collections Supervisor **may at times** be headquartered at the Bay Minette Transfer Station to assist the Collections Supervisor. Work involves supervision of several types of heavy equipment operation as well as unskilled labor activities as well as planning and scheduling of waste pickup.

Responsible for planning, directing and coordinating the work of other subordinate employees. General direction is usually received from department administration. The employee has considerable latitude to use discretion in establishing work priorities, schedules, and related assignments. The employee will exercise independent judgment in carrying out assignments.

An employee in this job is frequently exposed to outside weather conditions, wet and/or humid conditions, toxic or caustic chemicals, and has the risk of electrical shock.

## **Job Domains**

### **A. Supervision**

1. Supervises daily work routines of collection crews, heavy equipment operators and laborers.
2. Monitors work in progress and makes on the spot corrections when necessary.
3. Inspects finished work for compliance with specifications.
4. Plans, organizes, directs and evaluates work of employees.
5. Makes certain all services are up to standard.
6. Establish and maintain recyclable program.
7. Makes adjustments in assignments, procedures and schedules.
8. Participates in selection of personnel; trains and instructs employees.
9. Enforces safety rules and other accident prevention measures.

### **B. Planning and Coordinating**

1. Plans and schedules routes and collection activities.
2. Assists in developing budget.
3. Assigns work to subordinates.
4. Plans for necessary maintenance and repairs of equipment.
5. Trains solid waste drivers on routes as well as collections.
6. Prepares various reports concerning personnel, equipment and materials.
7. Coordinates work assignments with other operations.

### **C. Miscellaneous**

1. Reads literature and attends formal training to improve knowledge and skills for both immediate and long term application to the job.
2. Maintains good public relations with citizens who live in assigned collection area which includes answering public complaints pertaining to County services.
3. Maintains operational records; prepares operational performance and other reports.
4. Assists in preparation of budget.
5. Liaison with other governmental agencies.

## **Knowledge, Skills, and Abilities**

1. Thorough knowledge of materials, equipment, techniques and tools used in the specific area of operation.
2. General knowledge of safety hazards, safety measures to be observed and safety regulations for the specific area of operation.
3. General knowledge of department rules, regulations and procedures.
4. General knowledge of Federal, State and other regulatory agency rules effecting the operation.
5. Ability to plan, assign, and effectively supervise work of employees.

6. Ability to establish and maintain effective working relationships with associates and the general public.
7. Ability to establish and maintain a system of records, which are both clear and concise.
8. Writing skills to prepare clear and concise reports.
9. Ability to interpret and explain County policies and department procedures to employees.
10. Ability to estimate amounts of material and equipment required for a project.
11. Ability to communicate clearly, both orally and in writing.
12. Math skills to grade stakes, fill out gas logs, time sheets and payroll records.
13. Reading skills to read maps, etc.
14. Ability to use hands and fingers to hold or feel, reach with hands and arms, walk, talk, smell and hear.
15. Ability to stand, sit, climb, balance, stoop, crouch and crawl.
16. Specific vision abilities include close, distance, color and peripheral vision and depth perception.
17. The ability to lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.

#### **Other Characteristics**

1. Willing to work overtime and weekends when necessary.
2. Willing to attend meetings and other work activities after work hours.

#### **Minimum Requirements**

1. Have a valid Commercial Driver's License and be insurable by the County's insurance standards.
2. Required extensive knowledge in planning, organizing, staffing, training and scheduling the work of subordinates.

## POSITION DESCRIPTION

Title: Deputy Solid Waste Officer II  
Department: Solid Waste  
Job Analysis: September 2020, July 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this classification and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: ~~Deputy Solid Waste Officer/Operations Coordinator,~~ Staff Accountant, Accounting Manager  
Subordinates: None  
Internal Contacts: Solid Waste Staff, Purchasing, Tax Assessor, Sheriff Department, Highway Department, CIS Department, License Inspectors Office, Code Enforcement  
External Contacts: Property Owners, Residents, Waste Institutions, Utility Companies, Municipalities, Postal Service, 911 Addressing, District Attorney's Office, Health Department  
Status: Classified/Non-Exempt (311)

### Job Summary

The Deputy Solid Waste Officer II position will aid the Solid Waste Officer to ensure residences are in compliance with the mandatory collection requirements, in the unincorporated areas of Baldwin County. The position will work closely with Local, State and Federal Agencies to ensure compliance with Environmental Laws and Regulations as well as County Resolutions and Ordinances. This position is responsible for environmental complaint tracking and ensuring proper departments and agencies are notified of potential investigation assistance. This position will attend enforcement proceeds including but not limited to Show Cause Hearings and prosecution trials in District Court.

An employee in this job is frequently exposed to outside terrain and weather conditions.

### Job Domains

Investigates and monitors illegal dumps, burning or other disposal complaints. Acts as a liaison with various regulatory state and local agencies and/or departments to document and track

specific problem areas or sites to bring about a unified resolution for all parties.

1. Participate in Show Cause Hearings.
2. Prepares summons for District Court complaints post Show Cause Hearing under the direction of the Deputy Solid Waste Officer/Operations Coordinator.
3. Coordinates with the District Attorney's Office on pending court cases.
4. Assists with complaints and investigation of illegal dumps and regulatory interface thereafter, this will be approximately half of the workload assigned to the position.
5. Provides documentation to the Billing Office to sign up non-participating residents.
6. Maintains all documents in an auditable state.
7. Assists Deputy Solid Waste Officer/Operations Coordinator in assisting Collections Operations as needed.
8. **Administers the systems administration functions as determined by the Accounting Manager.**

### **Knowledge, Skills, and Abilities**

1. Computer skills in various programs.
2. Ability to communicate effectively with customers.
3. Math skills to perform basic mathematical operations.
4. Reading skills to understand various documents.
5. Knowledge of filing system.
6. Knowledge of County Commission procedures, as well as, general office procedures.
7. Ability to keep clerical records and prepare accurate reports.
8. Ability to prepare effective written correspondence and effective verbal skills.
9. Operate office machines such as typewriter, PC, copy machine, 10-key calculator, etc.
10. Knowledge of basic accounting procedures.
11. Self-motivated and team player.
12. Ability to organize heavy workload and accomplish required tasks.
13. **Ability to produce reports with report writer software (Crystal Reports).**
14. **Post to and maintain various data bases used for reporting.**
15. **Responsible for the integrity of data and the confidentiality of information.**

### **Other Characteristics**

1. Ability to work under stress of recurring deadlines.
2. Must be willing to work overtime, weekends, and holidays to complete work within specified period of time.
3. Willing to travel as required.
4. Performs all other duties as required.

### **Minimum Requirements**

1. Associate degree or equivalent, in an environmental science or related field.
2. ~~Two (2) years'~~ **Five (5) years'** experience in local, state, and federal environmental regulations.
3. Experience with civil and criminal investigations desired.

4. Experiences with input and maintenance of customer service and complaint tracking databases.
5. Experience in service orientated field with heavy customer service preferred.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0995, **Version:** 1

**Item #:** BR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning Director

**Submitted by:** DJ Hart, Planning Technician

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### **ITEM TITLE**

Baldwin County Planning and Zoning Commission - Board Appointment(s)

### **STAFF RECOMMENDATION**

As relates to the Baldwin County Planning and Zoning Commission, take the following action:

1) Appoint Mr. William (Bill) Booher as a temporary one-time member of the Board (BCC District 2 Nominee) for a three (3) year term to fill the place seat for the new Planning District 19, said term to commence on July 6, 2021 and expire on July 6, 2024.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** 04/06/2021 - Last BCC action related to this board

#### **Background:**

Due to the recent election and approval of Planning District 19 map and ordinance one temporary one-time member will be added to the Planning Commission for a term of three (3) years. The Planning staff therefore respectfully requests the appointment of Mr. William (Bill) Booher as a temporary one-time member to fill the place seat and represent District 19, said term to commence on July 6, 2021, and expire on July 6, 2024.

The Baldwin County Planning and Zoning Commission was created by Baldwin County Local Legislative Act, specifically Act No. 91-719 (1991), as amended by Act. No 93-668 (1993), as amended by Act No. 98-665 (1998), as amended by Act No. 2006-609 (2006), as amended by Act No. 2010-719 (2010). The aforementioned Alabama laws are codified at Section 45- 2-261 through 45-2-261.18 of the Code of Alabama 1975.

Section 45-2-261.01 of the Code of Alabama 1975 provides that the Planning and Zoning Commission shall be composed as a board of nine (9) regular members and other temporary members appointed by the Baldwin County Commission. All regular members shall be qualified electors and actual residents of Baldwin County; one (1) and only one (1) regular member may be a qualified elector who resides in the corporate limits of a Baldwin County municipality. All regular members shall serve a term of four (4) years each except when filling a vacant place seat (which shall

be for the balance of the unexpired term). All temporary members shall serve a one-time term of three (3) years each and represent, respectively and singularly, a new Planning (Zoning) district which elects to come within the planning and zoning authority of the Baldwin County Commission. A temporary member shall be a qualified elector from the new Planning (Zoning) District. In the event any vacancy, such vacancy shall be filled by appointment of the Baldwin County Commission.

All members of the Planning and Zoning Commission shall serve without compensation and no member shall be a county officer or employee.

Furthermore, Section 45-2-261.40 of the Code of Alabama 1975 authorizes the Baldwin County Commission to appoint real estate agents or other persons in the field of real estate to the Planning and Zoning Commission; however, such number shall not exceed three (3) members.

Mr. Booher is a BCC District 2 nominee and is a resident of unincorporated Baldwin County. He is a qualified elector of Baldwin County, is not a county employee or officer, and is not involved in real estate.

Planning staff has verified that this appointment meets the qualifications to be appointed to the Baldwin County Planning and Zoning Commission

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

### **ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

### **FOLLOW UP IMPLEMENTATION**



**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Commission Administration Office

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

Send appointment letter to:

Mr. William (Bill) Booher  
17472 Stillwood Lane  
Fairhope, Alabama 36532

cc: Matthew Brown, DJ Hart

**Additional instructions/notes:** Admin update board list and re-upload.

# BALDWIN COUNTY PLANNING AND ZONING COMMISSION

## General Board Information:

Appointed by Baldwin County Commission.

Nine (9) regular members and circumstance-driven number of temporary one-time members.

Term of each “regular” member is four (4) years.

Term of a “temporary one-time” member is three (3) years.

All “regular” members must be qualified electors and actual residents of Baldwin County, Alabama.

Only one (1) regular member may reside in a city or town limits (i.e. live in a municipality).

All “temporary one-time” members must be a qualified elector of Baldwin County, Alabama, from the applicable Planning District said citizen represents.

Only three (3) members (of the total membership) may be real estate agents or persons in the field of real estate.

All vacancies filled by appointment of Baldwin County Commission.

All members serve without compensation but are eligible reasonable and necessary expenses.

No member shall be a county officer or employee.

*Statutory Authority:* Act No. 91-719, as amended by Act No. 93-668, as amended by Act No. 98-665, as amended by Act No. 2006-609, as amended by Act No. 2010-719.

*Other Statutory Authority:* Act No. 84-499, as amended by Act No. 2010-719 - Baldwin County Commission may appoint real estate agents or other persons in the field of real estate to the Baldwin County Planning and Zoning Commission, such number shall not to exceed 3 members (regardless of status as a “regular” or “temporary one-time” member) of the Baldwin County Planning and Zoning Commission.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
At-Large BCC District Nominee	Daniel Nance 101 Pinetop Circle East Fairhope, AL 36532  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN THE CITY LIMITS OF DAPHNE NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Reappointed 11/06/2018 term to commence 11/17/2018	4 years	11/17/2022
BCC District 1 Nominee	Steven Pumphrey Post Office Box 62 Silverhill, AL 36576  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE	Appointed 12/15/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Nancy Mackey  12/15/2020 Accepted the resignation of Nancy Mackey dated 08/25/2020 and thanked her for her prior civic service	4 years	10/07/2023
BCC District 1 Nominee	Jason M. Padgett 53689 Highway 59 Stockton, AL 36579  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 07/07/2020 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Arthur Oken  07/07/2020 Accepted the resignation of Arthur Oken dated 02/28/2020 and thanked him for his prior civic service	4 years	07/17/2022
BCC District 2 Nominee	Brandon Bias 9102 Parliament Circle Daphne, AL 36526  QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE	Appointed 08/07/2018 for a pro-rata reduced term to fill the place seat and unexpired term formerly held by Cassie Boatwright  02/19/2019 Administrative correction: Changed Brandon Bias’ placement from BCC District Nominee 1 to 2	4 years	11/01/2021

## BALDWIN COUNTY PLANNING AND ZONING COMMISSION – Cont.

BCC DISTRICT	MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXP. DATE
BCC District 2 Nominee	<p>Plumer Tonsmeire 17200-C Scenic Highway 98 Fairhope, AL 36532</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 09/03/2019 for a pro-rata reduced term, to fill the place-seat and unexpired term formerly held by Doug Thomas</p> <p>09/3/2019 Accepted the resignation of Doug Thomas, dated 7/8/2019 and thanked him for his prior civic service</p>	4 years	10/21/2021
BCC District 3 Nominee	<p>Robert Davis 17138 County Road 34 South Summerdale, AL 36580</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 08/20/2019 to fill the place seat and expired term formerly held by Marvin Dewane Hayes, for a pro-rata reduced term</p> <p>08/20/2019 Thanked Marvin Dewane Hayes for his prior civic service</p>	4 years	06/30/2023
BCC District 3 Nominee	<p>Michael Mullek 24024 Rawls Road Robertsdale, AL 36567</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 03/02/2021 for pro-rata reduced term, to fill the place seat and unexpired term formerly held by Robert S. Davis, Jr.</p> <p>03/02/2021 Accepted the resignation of Robert S. (Sam) Davis, Jr., dated 02/03/2021 and thanked Mr. Davis for his prior civic service</p>	4 years	03/01/2022
BCC District 4 Nominee	<p>Bonnie Lowry 9327 State Highway 180 Gulf Shores, AL 36542</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Reappointed 11/21/2017 term continuing 11/16/2017</p>	4 years	11/16/2021
BCC District 4 Nominee	<p>David Gregory (Greg) Seibert 24147 Seibert Road Elberta, Alabama 36530</p> <p>QUALIFIED ELECTOR OF BALDWIN COUNTY ACTUAL RESIDENT OF BALDWIN COUNTY RESIDES IN UNINCORPORATED BALDWIN COUNTY NOT A COUNTY OFFICER OR EMPLOYEE NO REAL ESTATE LICENSE/NOT INVOLVED IN REAL ESTATE</p>	<p>Appointed 04/06/2021 for pro-rata reduced term to fill the place seat and unexpired term formerly held by Kevin Murphy</p> <p>04/06/2021 Accepted the resignation of Kevin Murphy, effective 02/02/2021 and thanked Mr. Murphy for his prior civic service</p>	4 years	12/02/2021
	<b>STAFF MEMBERS</b>	<b>APPOINTED/REAPPOINTED</b>	<b>TERM OF OFFICE</b>	<b>EXP. DATE</b>
Staff Member	<p>Matthew Brown, Interim Planning Director Planning Department 22251 Palmer Street Robertsdale, Alabama 36576</p>		Term of employment as Planning Director	



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1040, **Version:** 1

**Item #:** BR2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Matthew Brown, Interim Director of Planning and Zoning

**Submitted by:** J. Buford King, Development Review Planner

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### ITEM TITLE

Correction to Agenda Item DR1 - June 15, 2021, Baldwin County Commission Regular Meeting

### STAFF RECOMMENDATION

Due to the identification of a typographical error in Agenda Item DR1 - Case No. S-21047 - Blackwater Farms Subdivision, in the June 15, 2021, Regular meeting, more specifically the number of lots listed in the staff recommendation for the proposed subdivision, correct for the record the staff recommendation as follows:

“Discuss and grant public comments regarding Case No. S-21047, Blackwater Farms Subdivision, appeal from the Baldwin County Planning and Zoning Commission denial of a Development Permit for a proposed ~~six~~ **five** lot subdivision in the Elsanor area and take one of the following actions (please select one):

- 1) Affirm the decision of the Baldwin County Planning and Zoning Commission and deny the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; or
- 2) Reverse the decision of the Baldwin County Planning and Zoning Commission and approve the Development Permit for Case No. S-21047, Blackwater Farms Subdivision; or
- 3) Modify the decision of the Baldwin County Planning and Zoning Commission as it relates to the Development Permit for Case No. S-21047, Blackwater Farms Subdivision.”

### BACKGROUND INFORMATION

**Previous Commission action/date:** June 15, 2021, BCC Regular meeting

**Background:** The action recommended to the Commission at this time corrects the record to accurately reflect the staff recommendation for Item DR1 related to Case No. S-21047 - Blackwater Farms Subdivision, to list the proposed subdivision as five lots instead of six lots.

During the June 15, 2021, BCC meeting, the Commission did not take action on the case, therefore the Planning and Zoning Commission's previous decision of denial of the case stands.

**Individual(s) responsible for follow up:** N/A

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0989, **Version:** 1

**Item #:** EA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### **ITEM TITLE**

Payment of Bills

### **STAFF RECOMMENDATION**

Pay bills totaling \$18,320,050.51 (eighteen million, three hundred twenty thousand, fifty dollars and fifty-one cents) with the exception of those vendors Commissioners requested to be pulled, which are listed in the Baldwin County Accounts Payable Payments.

Of this amount, \$12,155,037.71 (twelve million, one hundred fifty-five thousand, thirty-seven dollars and seventy-one cents) is payable to the Baldwin County Board of Education and \$753,806.03 (seven hundred fifty-three thousand, eight hundred six dollars and three cents) is payable to the Gulf Shores Board of Education for their portion of the County Sales and Use Tax.

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

**Background:** N/A.

### **FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### **LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

**A/P Vendors Exceeding \$20,000**  
 Commission Meeting: July 6, 2021

<u>Vendor Name</u>	<u>Amount</u>	<u>Brief Description</u>
Baldwin County Board of Education	10,413,077.92	Sales Tax
	1,741,959.79	Use Tax
	391,234.90	Casual Sales Tax; May 2021
	385,386.96	Casual Sales Tax; Apr 2021
	3,663.00	Resident Meals; May 2021
Gulf Shores Board of Education	627,839.23	Sales Tax
	125,966.80	Use Tax
	27,244.13	Casual Sales Tax; May 2021
	26,693.71	Casual Sales Tax; Apr 2021
Coastal Alabama Community College	215,540.69	Sales Tax
	1,417.27	Casual Sales Tax; May 2021
	1,405.86	Casual Sales Tax; Apr 2021
Regions Bank Corp Trust	184,529.17	2020 PBA Lease; Jul 2021
Thompson Tractor Co.	760,059.00	Equipment; S/W
	44,120.69	Repair and Maintenance
Wharton-Smith, Inc.	407,180.00	Contract Services
Plumcore, Inc.	404,663.85	Contract Services
District Attorney's Office	150,000.00	Restitution & Recovery
	44,997.34	Sales Tax: Act 2017-447
	9,868.43	Tobacco Tax Distribution; May 2021
	292.22	Casual Sales Tax; May 2021
	289.87	Casual Sales Tax; Apr 2021
QCHC	153,171.83	Medical Svcs; June 2021
	32,468.07	Baldwin Yr 5 2nd QTR Reconciliation Invoice
Baldwin Youth Services	88,868.44	Sales Tax
	584.45	Casual Sales Tax; May 2021
	579.74	Casual Sales Tax; Apr 2021
Baldwin County Solid Waste Fund	120,076.30	Tipping Fees; May 2021
Motorola Solutions, Inc.	96,979.75	Equipment and Supplies; Sheriff's
McElhenney Construction	90,125.00	Contract Services
City of Daphne	83,064.43	School Resource Officer's
Symbol Health Solutions, LLC	63,560.84	Medical; May 2021
City of Foley	55,563.27	School Resource Officer's
Stone Crosby, P.C.	52,021.59	Legal Services; May 2021
CDW - Government, Inc.	47,475.60	Computer Warranties
	1,890.43	Supplies
Ammons & Blackmon Construction, Inc.	49,425.36	Contract Services
Safety Coatings	49,290.00	Traffic Line Paint; Hwy
Meyercord Co.	47,861.10	Cigarette Stamp Supplies; Sales & Use Tax
Creek Clean, LLC	44,584.00	Contract Services
Gulf States Distributors	38,588.00	Tactical; Sheriff's
John G. Walton Construction Co.	38,208.42	Contract Services
City of Spanish Fort	38,118.62	School Resource Officer's
McGriff Tire Co., Inc.	37,668.05	Tires
Baldwin County Economic Development	34,679.68	Sales Tax
North Baldwin Infirmary	33,717.32	Medical; Sheriff's
South Alabama Regional	33,391.57	Temporary Labor
Vulcan Materials Co.	29,779.01	Road Building Materials
Town of Elberta	26,966.69	School Resource Officer's
PPG Architectural Finishes, Inc.	25,455.00	Paint; Hwy
Online Solutions	25,200.00	1 YR Computer Maintenance; P&Z
Thompson Engineering	24,742.76	Professional Services
Jade Consulting, LLC	24,475.00	Professional Services
Baldwin County Library Cooperative, Inc.	22,500.00	FY21-4th Qtr Appropriation
Moody's Electric, Inc.	14,115.20	Generator / Retainage; Revenue
	7,943.00	Electrical Work, EMA
Neel-Schaffer, Inc.	20,446.03	Professional Services
W W Grainger	20,285.68	Supplies
<b>TOTAL</b>	<b>17,541,301.06</b>	



**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

Vendor Summary	Totals
1 4IMPRINT INC	340.64
2 A & M PORTABLES INC	4,708.00
3 A GRAND AFFAIR	1,500.00
4 AARON MEDIA SERVICES	3,000.00
5 ADAMS AND REESE LLP	6,000.00
6 ADRIA C HARRISON	198.19
7 ADT SECURITY SERVICES INC	58.89
8 AIRGAS USA LLC	1,070.85
9 AL STATE DEPT OF REVENUE	48.50
10 AL STATE DEPT OF TRANSPORTATION	1,474.77
11 ALABAMA ANIMAL CONTROL ASSN	300.00
12 ALABAMA ASSN OF ASSESSING OFFICIALS	560.00
13 ALABAMA AUTO SERVICE CENTERS INC	1,564.32
14 ALABAMA BIO CLEAN	905.00
15 ALABAMA CHAPTER OF THE IAAO	200.00
16 ALABAMA COASTAL RADIOLOGY PC	1,298.15
17 ALABAMA CORRECTIONAL INDUSTRIES	1,500.00
18 ALABAMA FLAG & BANNE	975.12
19 ALABAMA MEDIA GROUP	1,523.10
20 ALABAMA PIPE & SUPPLY CO INC	5,334.64
21 ALLISON OWENS	279.00
23 AMMONS & BLACKMON CONSTRUCTION INC	49,425.36
24 ANDREW'S DIESEL & AUTOMOTIVE REPAIR	1,237.02
25 ANIMAL CARE EQUIPMENT & SERVICES LLC	1,339.45
26 ASHBERRY LANDFILL LLC	50.00
27 ASHLEY ANDERSON	288.00
28 AUTO ZONE	451.38
29 B I INCORPORATED	18,746.25
30 B&H PHOTO & ELECTRONICS CORP	4,075.36
31 BALDWIN CNTY BOARD OF EDUCATION	12,935,322.57
32 BALDWIN CNTY CORONER'S OFFICE	197.57
33 BALDWIN CNTY ECONOMIC DEVELOPMENT	34,679.68
34 BALDWIN CNTY LIBRARY COOPERATIVE INC	22,500.00
35 BALDWIN CNTY SHERIFF'S OFFICE	10,127.60
36 BALDWIN CNTY SOLID WASTE	782.48
37 BALDWIN COUNTY VICTORY POLARIS LLC	450.00
38 BALDWIN EMERGENCY PHYSICIANS PC	121.02
39 BALDWIN FEED AND SEED LLC	1,031.00
40 BALDWIN SIGNS	960.00

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
41 BALDWIN TRACTOR & EQUIPMENT CO	3,062.29
42 BALDWIN YOUTH SERVICES	90,032.63
43 BALL BALL MATTHEWS & NOVAK, P.A.	1,380.00
44 BAY AREA PRINTING & GRAPHIC SOLUTIONS	502.40
45 BAY MINETTE ANIMAL CLINIC	298.00
46 BAY MINETTE BUILDING SUPPLY	256.75
47 BAY MINETTE LAND CO	1,000.00
48 BAY MINETTE POSTMASTER	220.00
49 BAY SIDE RUBBER & PRODUCTS	2,705.14
50 BB&T-CREATIVE PAYMENT SOLUTIONS	143.90
51 BEARD EQUIPMENT - MOBILE	5,672.63
52 BEARD EQUIPMENT - POWERPLAN	5,165.00
53 BEHAVIORAL HEALTH SYSTEMS INC	2,049.96
54 BLACKBOX NETWORK SERVICES	3,795.38
55 BLACKHAWK TECHNOLOGY CO	87.39
56 BLOSSMAN GAS INC	67.25
57 BOB BARKER CO INC	2,346.30
58 BOEHRINGER INGELHEIM ANIMAL HEALTH USA, INC.	249.30
59 BRENDA Q GANEY	3,433.34
60 BRENDA WALZ	124.99
61 BRIAN PIERCE	53.04
62 BRINK'S INCORPORATED	380.77
63 BUILDERS HARDWARE & SUPPLY CO.	746.63
64 CAMPBELL HARDWARE & SUPPLY CO	814.40
65 CAPITAL VOLVO TRUCK & TRAILER	647.18
66 CASTUS CORPORATION	1,200.00
67 CAVCO, INC.	366.71
68 CDG ENGINEERS AND ASSOCIATES	13,813.30
69 CDW - GOVERNMENT, INC	49,366.03
70 CENTRAL BALDWIN VETERINARY HOSPITAL	499.00
71 CERTIFIED LABORATORIES DIVISION	1,178.38
72 CHAMBERS GLASS	465.00
73 CHARM-TEX INC	909.60
74 CHUCK STEVENS AUTO INC	2,415.85
75 CHUCK STEVENS CHEVROLET OF BAY MINETTE	9,575.81
76 CINTAS CORPORATION NO 2	7,325.12
77 CINTAS FIRST AID & SAFETY	391.40
78 CITY ELECTRIC SUPPLY - C.E.S.	501.76
79 CITY OF DAPHNE	83,064.43

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
80 CITY OF FOLEY	55,563.27
81 CITY OF SPANISH FORT	38,118.62
82 CLAUDIA'S MUD HUT	542.70
83 CLEVERDON FARMS	5,132.20
84 COASTAL ALABAMA COMMUNITY COLLEGE	218,363.82
85 COASTAL DEALER SERVICES, LLC.	4,000.00
86 COASTAL INDUSTRIAL SUPPLY	820.16
87 COASTAL MACHINERY CO	99.65
88 COBLENTZ EQUIPMENT & PARTS CO	134.85
89 COCA COLA BOTTLING CO CONSOLIDATED	1,512.00
90 COLETTE BOEHM FREELANCE	2,950.00
91 CONSOLIDATED PIPE & SUPPLY	325.00
92 CONVERGE ONE INC	8,138.86
93 COPY PRODUCTS COMPANY	1,223.99
94 CORE COMPUTING SOLUTIONS INC	4,849.22
95 CORPORATE BILLING	939.45
96 COWIN EQUIPMENT CO	4,436.60
97 CREEK CLEAN, LLC	44,584.00
98 CRITTER GITTER PEST CONTROL	125.00
99 CULLIGAN WATER SYSTEMS OF MOBILE	220.40
100 DADE PAPER & BAG CO	9,037.67
101 DANA SAFETY SUPPLY INC	3,653.13
102 DANNY'S HYDRAULICS	116.53
103 DATATRUST TECHNOLOGIES AND CONSULTANTS	4,846.00
104 DAVID KIRK DEYTON	96.00
105 DAVISON OIL COMPANY INC	15,755.27
106 DEANNA VICICH COX	2,400.00
107 DELTA COMPUTER SYSTEMS INC	16,178.00
108 DENNISE WOLSTENHOLME, COURT REPORTER	1,200.00
109 DIAGNOSTIC & MEDICAL CLINIC	196.82
110 DISTRICT ATTORNEY'S OFFICE	205,447.86
111 DIXIE DENTAL CENTER	350.00
112 DUTCHMAN'S LAWN & GARDEN	35.98
113 DYKES VETERINARY CLINIC	50.00
114 EASTERN SHORE PHYSICAL THERAPY INC	810.00
115 EBONY YELDING	103.00
116 E-J BUILDERS	2,076.75
117 ELANCO US, INC	2,097.20
118 ELECTION SYSTEM & SOFTWARE INC	2,365.79

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
119 EMPIRE TRUCK SALES INC	83.45
120 EQUIPMENT SALES CO	6,906.80
121 EXPRESS OIL CHANGE - FOLEY	212.46
122 EXPRESS OIL CHANGE - ROBERTSDALE	260.44
123 FEDEX	219.54
124 FERGUSON ENTERPRISES INC	297.39
125 FINDLEY E FOX	96.00
126 FLORES & ASSOCIATES	1,113.80
127 FORTILINE WATERWORKS INC	5,568.00
128 FRANK B FONDREN MD	225.00
129 FRANKLIN B LUNDY JR	32.00
130 G T MICHELLI SCALES	10,833.68
131 GALL'S LLC	4,690.50
132 THE GENESIS GROUP	6,002.25
133 GILMORE SERVICES	19.76
134 GINA JONES	161.00
135 GPS INSIGHT, LLC	499.00
136 GRAESTONE AGGREGATES, LLC	3,357.01
137 GULF CHRYSLER PLYMOUTH DODGE	19,168.28
138 GULF COAST BUILDING SUPPLY & HARDWARE	304.18
139 GULF SHORES BOARD OF EDUCATION	807,743.87
140 GULF STATES DISTRIBUTORS	38,588.00
141 H M YONGE & ASSOCIATES, INC.	5,730.00
142 HANCE AUTO & MACHINE	52.48
143 HANDEL INFORMATION TECHNOLOGIES, INC.	4,320.00
144 HAPPY ACRES VETERINARY CLINIC	1,843.00
145 HARRY D'OLIVE JR	911.91
146 HEATHER ANN PLATO	211.68
147 HERITAGE-CRYSTAL CLEAN LLC	117.43
148 HI-LINE	495.34
149 HILL'S PET NUTRITION INC	869.28
150 HOLLAND'S PAINT & BODY	12,503.35
151 HUNTER SECURITY INC	2,305.00
152 IMC HOSPITALIST LLC	956.69
153 IMC-EMERGENCY PHYSICIANS	1,604.90
154 IMC-NORTH BALDWIN PHYSICIANS GROUP	496.68
155 INFIRMARY OCCUPATIONAL HEALTH PC	1,414.00
156 INGENUITY INC	4,000.00
157 J H WRIGHT & ASSOCIATES INC	180.00

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
158 J&R SYSTEM INTEGRATION LLC/SECURITY 101	4,500.35
159 JADE CONSULTING LLC	24,475.00
160 JANI KING OF MOBILE	437.46
161 JAZZY CLEAN JANITORIAL	548.86
162 JEFFREY EARL ALLEN	144.20
163 JODY L WISE	383.33
164 JOHN G WALTON CONST CO	38,208.42
165 JOSEPH L DAVIS III	335.33
166 JUBILEE ACE HOME CENTER	73.14
167 JUBILEE GLASS LLC	15,062.00
168 KEET CONSULTING SERVICES LLC	5,750.00
169 KENDEL HENDERSON	211.68
170 KENTWOOD SPRING WATER	75.46
171 KENWORTH OF MOBILE INC	367.16
172 KEYPORT WAREHOUSING INC	390.00
173 KIMBALL MIDWEST	427.30
174 LABORATORY CORP OF AMERICA HOLDINGS	2,078.00
175 LORI WADDLE	15.96
176 LOWE'S - DAPHNE	3,050.08
177 LOWE'S - FOLEY	1,044.67
178 LUKE KILLINGSWORTH	58.50
179 LYLE MACHINERY CO	786.50
180 LYNETTE M SPALLER	2,500.00
181 MAC'S AUTOGLASS LLC	1,210.00
182 MARTIN MARIETTA MATERIALS	13,953.27
183 MATHES OF ALABAMA ELECTRIC SUPPLY	357.56
184 MCELHENNEY CONSTRUCTION CO LLC	90,125.00
185 McGRIFF TIRE CO INC	37,668.05
186 MCKEE FOODS CORP	322.40
187 MCPHERSON OIL CO INC/DBA FUELMAN	9,117.53
188 MEYERCORD CO	47,861.10
189 MICHAEL DORMAN	161.00
190 MIKE HOFFMAN'S EQUIPMENT SERV INC	18,886.42
191 MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
192 MOBILE ASPHALT CO LLC	11,147.95
193 MOBILE BAY OVERHEAD DOOR INC	3,205.00
194 MOBILE PRESS REGISTER	37.80
195 MONTGOMERY TECHNOLOGY SYSTEMS LLC	2,032.00
196 MOODY'S ELECTRIC INC	22,058.20

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

<b>Vendor Summary</b>	<b>Totals</b>
197 MOTOROLA SOLUTIONS INC	96,979.75
198 MOYER FORD SALES INC	1,837.91
199 MSC INDUSTRIAL DIRECT CO INC	5,394.56
200 MWI ANIMAL HEALTH	951.83
201 NEEL-SCHAFFER INC	20,446.03
202 NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	472.81
203 NORTH BALDWIN INFIRMARY	33,717.32
204 NUTRIEN AG SOLUTIONS, INC.	1,642.00
205 OEC	1,247.60
206 OFFICE OF PROSECUTION SERVICES	964.99
207 ONETIME-REFUND	12,757.52
208 ONLINE SOLUTIONS, LLC	25,200.00
209 OPC NEWS, LLC	3,379.57
210 O'REILLY AUTO PARTS	7,352.10
211 OTIS ELEVATOR CO	3,720.00
212 PAMELA S DAVIS	12.88
213 PAM'S EMBROIDERY & SEWING	529.00
214 PEACHES'N CLEAN	571.20
215 PEREGRINE SERVICES INC	13,866.03
216 PH & J ARCHITECTS INC	15,583.88
217 PLUMCORE, INC.	404,663.85
218 POSTMARK INK	640.52
219 PPG ARCHITECTURAL FINISHES, INC.	25,455.00
220 PRECISION SAND PRODUCTS, LLC	4,131.44
221 QCHC INC	185,639.90
222 QUADIENT LEASING USA, INC.	5,477.82
223 RACINE'S FEED GARDEN & SUPPLY INC	1,579.45
224 RDA SERVICE COMPANY	7,035.37
225 REGIONS BANK CORP TRUST	184,529.17
226 REHM ANIMAL CLINIC AT TIMBER RUM	388.81
227 ROBERTSDALE ANIMAL CLINIC LLC	27.00
228 ROBERTSDALE AUTO PARTS INC	1,864.33
229 SAFETY COATINGS	49,290.00
230 SAIN ASSOCIATES INC	11,850.89
231 SECTION 18 BRAT'S	1,169.64
232 SERVICEMASTER ACTION CLEANING	498.00
233 SHANNA BONNER	2.64
234 SHARP ELECTRONICS CORPORATION	730.10
235 SHARPS MD OF ALABAMA	900.00

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

Vendor Summary	Totals
236 SILVER, VOIT & GARRETT ATTORNEYS AT LAW, PC	60.00
237 SITEONE LANDSCAPE SUPPLY HOLDING, LLC	1,448.94
238 SOFTWARE HOUSE INT dba SHI	4,187.39
239 SOLARWINDS, INC.	149.00
240 SOLID WASTE FUND	120,076.30
241 SOUTH ALABAMA REGIONAL	33,391.57
242 SOUTH BALDWIN REGIONAL MEDICAL CENTER	68.70
243 SOUTHERN FIRE & SAFETY INC	1,690.00
244 SOUTHERN TIRE MART	5,155.44
245 SOUTHWEST ALABAMA ABUSE NETWORK INC	7,034.04
246 SPANISH FORT PAINTING & CONST. LLC	4,832.00
247 STAPLES CONTRACT & COMMERCIAL INC	14,177.32
248 STONE CROSBY PC	52,021.59
249 SUMMIT LANDSCAPE SUPPLY	2,016.50
250 SUNSOUTH LLC	295.73
251 SUSANNE SPEARS	70.00
252 SUZANNE DOUGHTY	279.00
253 SWEAT TIRE - BAY MINETTE	1,259.63
254 SWEAT TIRE - ROBERTSDALE	888.91
255 SYMBOL HEALTH SOLUTIONS LLC	63,560.84
256 SYNERGY TELCOM INC	1,794.50
257 TEAM ONE COMMUNICATIONS	1,158.45
258 TERRI GRAHAM	96.00
259 THE BLUE SHEET	120.00
260 THE PRINT SHOP	821.80
261 THOMPSON ENGINEERING	24,742.76
262 THOMPSON TRACTOR CO	804,179.69
263 TIMOTHY J WARRINER	3,244.50
264 TONY'S TOWING INC	1,958.75
265 TOWER EQUITIES LLC	2,000.00
266 TOWN OF ELBERTA	26,966.69
267 TOWN OF LOXLEY	11,078.61
268 TOWN OF SILVERHILL	13,345.61
269 TRACY KING	63.00
270 TRANE-MOBILE PARTS CENTER	12,254.56
271 TRAVIS PAUL MD PC	3,770.00
272 TRIPLE "A" FIRE PROTECTION INC	810.00
273 TRI-TECH FORENSICS INC	3,776.42
274 TRUCK EQUIPMENT SALES INC	1,939.51

**Baldwin County Commission  
Accounts Payable Payments  
July 6, 2021**

Vendor Summary	Totals
275 TSA INC	8,962.67
276 TWO-WAY COMMUNICATIONS INC	10,882.00
277 TYLER TECHNOLOGIES, INC.	16,100.00
278 UNIVERSAL ENVIRONMENTAL SERVICES LLC	45.00
279 VAN SCOYOC ASSOCIATES	9,500.00
280 VIA MOBILITY, LLC	16,500.00
281 VOLKERT INC	15,516.12
282 VULCAN MATERIALS CO	29,779.01
283 VULCAN SIGNS	13,795.00
284 W H THOMAS OIL CO INC	5,370.25
285 W W GRAINGER	20,285.68
286 WAL-MART SUPERCENTER - BAY MINETTE	358.36
287 WALTER B LINDSEY	55.00
288 WALTER CRAIG, LLC	513.94
289 WARD INTL TRUCKS - MOBILE	841.56
290 WARREN HOLLOW METAL DOORS & FRAMES	1,383.60
291 WARRINER CONSTRUCTION	3,200.00
292 WASTE PRO OF FLORIDA	231.38
293 WESCO	283.56
294 WESCO RECEIVABLES CORP	4,462.89
295 WHARTON-SMITH, INC.	407,180.00
296 WILLIAMS SCOTSMAN INC	628.80
297 WITTICHEN SUPPLY - DAPHNE	92.51
298 WOLFE-BAYFIEW FUNERAL HOMES & CREM, INC	395.00
299 WOOD FRUITTICHER GROCERY CO INC	1,562.63
300 WRIGHTS MOTOR PARTS INC	1,407.94
301 XEROX CORP	125.98
302 XPERT BLOWER REPAIR	1,624.00
303 ZEP MANUFACTURING COMPANY	1,021.38
<b>Grand Total</b>	<b>18,320,050.51</b>



INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 723		NEW INVOICES					
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES							
123781 00000 REGIONS BANK COR	9416		M070621A	184,529.17	.00	.00	9205872
	2020 LEASE; JUL '21						
CASH 999	2021/09	INV 06/15/2021	SEP-CHK: N	DISC: .00	30410304 56211	184,529.17	1099:
ACCT 10010	DEPT 555	DUE 07/06/2021	DESC:2020 LEASE	PBA; JUL 2021			
1 APPROVED PAID INVOICES				TOTAL	184,529.17		
1 INVOICE(S)				REPORT POST TOTAL	184,529.17		

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 724		NEW INVOICES						
VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES								
14116 00000 BALDWIN CNTY BOA 9425 53121			BE070621	3,663.00	.00	.00	9205869	
CASH 999 2021/09 INV 06/01/2021 SEP-CHK: N DISC: .00	ACCT 10010 DEPT 555 DUE 07/06/2021				10552610 52180	3,663.00	1099:	
DESC:RESIDENT'S MEALS; MAY 2021; PO 20213144								
14116 00000 BALDWIN CNTY BOA 9426 4302021			BE070621	385,386.96	.00	.00	9205870	
CASH 999 2021/09 INV 06/08/2021 SEP-CHK: N DISC: .00	ACCT 10010 DEPT 555 DUE 07/06/2021				100 23000	385,386.96	1099:	
DESC:CASUAL SALES TAX; APR 2021								
14116 00000 BALDWIN CNTY BOA 10386 5312021			BE070621	391,234.90	.00	.00	9205890	
CASH 999 2021/09 INV 06/21/2021 SEP-CHK: N DISC: .00	ACCT 10010 DEPT 555 DUE 07/06/2021				100 23000	391,234.90	1099:	
DESC:CASUAL SALES TAX; MAY 2021								
14116 00000 BALDWIN CNTY BOA 10388 6282021			BE070621	12,155,037.71	.00	.00	9205891	
CASH 999 2021/09 INV 06/28/2021 SEP-CHK: N DISC: .00	ACCT 10010 DEPT 555 DUE 07/06/2021				100 23100 100 23101	10,413,077.92 1,741,959.79	1099: 1099:	
DESC:SALES/USE TAX								
4 APPROVED PAID INVOICES TOTAL				12,935,322.57				
4 INVOICE(S) REPORT POST TOTAL				12,935,322.57				

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 725				NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES									
191392	00000 GULF SHORES BOAR	9427 4302021		GS070621	26,693.71	.00	.00	9205871	
CASH 999	2021/09	INV 06/08/2021	SEP-CHK: N	DISC: .00					
ACCT 10010	DEPT 555	DUE 07/06/2021	DESC: CASUAL SALES TAX; APR 2021		100 23000		26,693.71	1099:	
191392	00000 GULF SHORES BOAR	10391 5312021		GS070621	27,244.13	.00	.00	9205892	
CASH 999	2021/09	INV 06/21/2021	SEP-CHK: N	DISC: .00					
ACCT 10010	DEPT 555	DUE 07/06/2021	DESC: CASUAL SALES TAX; MAY 2021		100 23000		27,244.13	1099:	
191392	00000 GULF SHORES BOAR	10393 6282021		GS070621	753,806.03	.00	.00	9205893	
CASH 999	2021/09	INV 06/28/2021	SEP-CHK: N	DISC: .00					
ACCT 10010	DEPT 555	DUE 07/06/2021	DESC: SALES/USE TAX		100 23110		627,839.23	1099:	
					100 23111		125,966.80	1099:	
3 APPROVED PAID INVOICES				TOTAL	807,743.87				
3 INVOICE(S)				REPORT POST TOTAL	807,743.87				

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239516	07/06/2021	PRINTED	158051 4IMPRINT INC	340.64			
239517	07/06/2021	PRINTED	010448 A & M PORTABLES INC	4,708.00			
239518	07/06/2021	PRINTED	160709 A GRAND AFFAIR	1,500.00			
239519	07/06/2021	PRINTED	188659 AARON MEDIA SERVICES	3,000.00			
239520	07/06/2021	PRINTED	157294 ADAMS AND REESE LLP	6,000.00			
239521	07/06/2021	PRINTED	010432 ADT SECURITY SERVICES INC	58.89			
239522	07/06/2021	PRINTED	148734 AIRGAS USA LLC	1,070.85			
239523	07/06/2021	PRINTED	054317 AL STATE DEPT OF REVENUE	48.50			
239524	07/06/2021	PRINTED	100474 AL STATE DEPT OF TRANSPOR	1,361.14			
239525	07/06/2021	PRINTED	100474 AL STATE DEPT OF TRANSPOR	113.63			
239526	07/06/2021	PRINTED	055757 ALABAMA ANIMAL CONTROL AS	300.00			
239527	07/06/2021	PRINTED	010058 ALABAMA ASSN OF ASSESSING	560.00			
239528	07/06/2021	PRINTED	010045 ALABAMA AUTO SERVICE CENT	1,564.32			
239529	07/06/2021	PRINTED	001927 ALABAMA BIO CLEAN	905.00			
239530	07/06/2021	PRINTED	192814 ALABAMA CHAPTER OF THE IA	200.00			
239531	07/06/2021	PRINTED	181921 ALABAMA COASTAL RADIOLOGY	1,298.15			
239532	07/06/2021	PRINTED	010064 ALABAMA CORRECTIONAL INDU	1,500.00			
239533	07/06/2021	PRINTED	001889 ALABAMA FLAG & BANNE	975.12			
239534	07/06/2021	PRINTED	083660 ALABAMA PIPE & SUPPLY CO	5,334.64			
239535	07/06/2021	PRINTED	185691 JEFFREY EARL ALLEN	144.20			
239536	07/06/2021	PRINTED	151634 AMMONS & BLACKMON CONSTRU	49,425.36			
239537	07/06/2021	PRINTED	193219 ASHLEY ANDERSON	288.00			
239538	07/06/2021	PRINTED	184603 ANDREW'S DIESEL & AUTOMOT	1,237.02			
239539	07/06/2021	PRINTED	041726 ANIMAL CARE EQUIPMENT &	1,339.45			
239540	07/06/2021	PRINTED	180302 ASHBERRY LANDFILL LLC	50.00			
239541	07/06/2021	PRINTED	185252 AUTO ZONE - ROBERTSDALE	451.38			
239542	07/06/2021	PRINTED	181136 B I INCORPORATED	18,746.25			
239543	07/06/2021	PRINTED	163096 B&H PHOTO & ELECTRONICS C	4,075.36			
239544	07/06/2021	PRINTED	159329 BALDWIN CNTY CORONER'S OF	197.57			
239545	07/06/2021	PRINTED	014553 BALDWIN CNTY ECONOMIC DEV	34,679.68			
239546	07/06/2021	PRINTED	014101 BALDWIN CNTY LIBRARY COOP	22,500.00			
239547	07/06/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	1,940.00			
239548	07/06/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	1,095.00			
239549	07/06/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	2,536.43			
239550	07/06/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	2,979.92			
239551	07/06/2021	PRINTED	136611 BALDWIN CNTY SHERIFF'S OF	1,576.25			
239552	07/06/2021	PRINTED	105048 BALDWIN CNTY SOLID WASTE	782.48			
239553	07/06/2021	PRINTED	183058 BALDWIN COUNTY VICTORY PO	450.00			
239554	07/06/2021	PRINTED	065736 BALDWIN EMERGENCY PHYSICI	121.02			
239555	07/06/2021	PRINTED	146165 BALDWIN FEED AND SEED LLC	1,031.00			
239556	07/06/2021	PRINTED	048928 BALDWIN SIGNS	960.00			
239557	07/06/2021	PRINTED	098597 BALDWIN TRACTOR & EQUIPME	3,062.29			
239558	07/06/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	584.45			
239559	07/06/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	88,868.44			
239560	07/06/2021	PRINTED	014132 BALDWIN YOUTH SERVICES	579.74			
239561	07/06/2021	PRINTED	192053 BALL BALL MATTHEWS & NOVA	1,380.00			
239562	07/06/2021	PRINTED	113603 BAY AREA PRINTING & GRAPH	502.40			
239563	07/06/2021	PRINTED	014018 BAY MINETTE ANIMAL CLINIC	298.00			
239564	07/06/2021	PRINTED	014029 BAY MINETTE BUILDING SUPP	256.75			
239565	07/06/2021	PRINTED	150287 BAY MINETTE LAND CO	1,000.00			
239566	07/06/2021	PRINTED	048004 BAY MINETTE POSTMASTER	220.00			
239567	07/06/2021	PRINTED	054050 BAY SIDE RUBBER & PRODUCT	2,705.14			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239568	07/06/2021	PRINTED	182097 BB&T-CREATIVE PAYMENT SOL	143.90			
239569	07/06/2021	PRINTED	185645 BEARD EQUIPMENT - MOBILE	5,672.63			
239570	07/06/2021	PRINTED	014075 BEARD EQUIPMENT - POWERPL	5,165.00			
239571	07/06/2021	PRINTED	079396 BEHAVIORAL HEALTH SYSTEMS	2,049.96			
239572	07/06/2021	PRINTED	119204 BLACKBOX NETWORK SERVICES	3,795.38			
239573	07/06/2021	PRINTED	185302 BLACKHAWK TECHNOLOGY CO	87.39			
239574	07/06/2021	PRINTED	014006 BLOSSMAN GAS INC - FOLEY	67.25			
239575	07/06/2021	PRINTED	014084 BOB BARKER CO INC	41.64			
239576	07/06/2021	PRINTED	014084 BOB BARKER CO INC	2,304.66			
239577	07/06/2021	PRINTED	001924 BOEHRINGER INGELHEIM ANIM	249.30			
239578	07/06/2021	PRINTED	189781 SHANNA BONNER	2.64			
239579	07/06/2021	PRINTED	001867 NEW DAIRY OPCO, LLC DBA B	472.81			
239580	07/06/2021	PRINTED	116169 BRENDA Q GANEY	3,433.34			
239581	07/06/2021	PRINTED	101717 BRINK'S INCORPORATED	380.77			
239582	07/06/2021	PRINTED	014011 BUILDERS HARDWARE & SUPPL	746.63			
239583	07/06/2021	PRINTED	019009 CAMPBELL HARDWARE & SUPPL	814.40			
239584	07/06/2021	PRINTED	180153 CAPITAL VOLVO TRUCK & TRA	647.18			
239585	07/06/2021	PRINTED	189904 CASTUS CORPORATION	1,200.00			
239586	07/06/2021	PRINTED	001858 CAVCO, INC.	366.71			
239587	07/06/2021	PRINTED	107511 CDG ENGINEERS AND ASSOCIA	13,813.30			
239588	07/06/2021	PRINTED	102875 CDW - GOVERNMENT, INC	49,366.03			
239589	07/06/2021	PRINTED	027714 CENTRAL BALDWIN VETERINAR	499.00			
239590	07/06/2021	PRINTED	180354 CERTIFIED LABORATORIES DI	1,178.38			
239591	07/06/2021	PRINTED	186715 CHAMBERS GLASS	465.00			
239592	07/06/2021	PRINTED	116898 CHARM-TEX INC	909.60			
239593	07/06/2021	PRINTED	094060 CHUCK STEVENS AUTO INC	2,415.85			
239594	07/06/2021	PRINTED	180505 CHUCK STEVENS CHEVROLET O	9,575.81			
239595	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	16.66			
239596	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	81.68			
239597	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	145.68			
239598	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	30.18			
239599	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	64.34			
239600	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	47.98			
239601	07/06/2021	PRINTED	105435 CINTAS FIRST AID & SAFETY	4.88			
239602	07/06/2021	PRINTED	187695 CINTAS CORPORATION NO 2	7,325.12			
239603	07/06/2021	PRINTED	107086 CITY ELECTRIC SUPPLY - C.	501.76			
239604	07/06/2021	PRINTED	019267 CITY OF DAPHNE	83,064.43			
239605	07/06/2021	PRINTED	019049 CITY OF FOLEY	55,563.27			
239606	07/06/2021	PRINTED	027671 CITY OF SPANISH FORT	38,118.62			
239607	07/06/2021	PRINTED	027723 CLAUDIA'S MUD HUT	542.70			
239608	07/06/2021	PRINTED	180100 CLEVERDON FARMS	5,132.20			
239609	07/06/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	1,417.27			
239610	07/06/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	215,540.69			
239611	07/06/2021	PRINTED	025040 COASTAL ALABAMA COMMUNITY	1,405.86			
239612	07/06/2021	PRINTED	001931 COASTAL DEALER SERVICES,	4,000.00			
239613	07/06/2021	PRINTED	182244 COASTAL INDUSTRIAL SUPPLY	820.16			
239614	07/06/2021	PRINTED	027691 COASTAL MACHINERY CO	99.65			
239615	07/06/2021	PRINTED	181306 COBLENTZ EQUIPMENT & PART	134.85			
239616	07/06/2021	PRINTED	097682 COCA COLA BOTTLING CO CON	1,512.00			
239617	07/06/2021	PRINTED	191807 COLETTE BOEHM FREELANCE	2,950.00			
239618	07/06/2021	PRINTED	001887 CONSOLIDATED PIPE & SUPPL	325.00			
239619	07/06/2021	PRINTED	191106 CONVERGE ONE INC	8,138.86			

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CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239620	07/06/2021	PRINTED	181821 COPY PRODUCTS COMPANY	1,223.99			
239621	07/06/2021	PRINTED	159767 CORE COMPUTING SOLUTIONS	4,849.22			
239622	07/06/2021	PRINTED	019039 COWIN EQUIPMENT CO - MOBI	4,436.60			
239623	07/06/2021	PRINTED	192569 CREEK CLEAN, LLC	44,584.00			
239624	07/06/2021	PRINTED	181164 CRITTER GITTER PEST CONTR	125.00			
239625	07/06/2021	PRINTED	086609 CULLIGAN WATER SYSTEMS OF	220.40			
239626	07/06/2021	PRINTED	002997 HARRY D'OLIVE JR	911.91			
239627	07/06/2021	PRINTED	115852 DADE PAPER & BAG CO	9,037.67			
239628	07/06/2021	PRINTED	180573 DANA SAFETY SUPPLY INC	3,653.13			
239629	07/06/2021	PRINTED	064821 DANNY'S HYDRAULICS	116.53			
239630	07/06/2021	PRINTED	180853 DATATRUST TECHNOLOGIES AN	4,846.00			
239631	07/06/2021	PRINTED	189627 JOSEPH L DAVIS III	335.33			
239632	07/06/2021	PRINTED	093964 PAMELA S DAVIS	12.88			
239633	07/06/2021	PRINTED	021179 DAVISON OIL COMPANY INC	15,755.27			
239634	07/06/2021	PRINTED	180834 DEANNA VICICH COX	2,400.00			
239635	07/06/2021	PRINTED	021252 DELTA COMPUTER SYSTEMS IN	16,178.00			
239636	07/06/2021	PRINTED	191743 DENNISE WOLSTENHOLME, COU	1,200.00			
239637	07/06/2021	PRINTED	191596 DAVID KIRK DEYTON	96.00			
239638	07/06/2021	PRINTED	136215 DIAGNOSTIC & MEDICAL CLIN	196.82			
239639	07/06/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	292.22			
239640	07/06/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	44,997.34			
239641	07/06/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	150,000.00			
239642	07/06/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	9,868.43			
239643	07/06/2021	PRINTED	021127 DISTRICT ATTORNEY'S OFFIC	289.87			
239644	07/06/2021	PRINTED	001940 DIXIE DENTAL CENTER	350.00			
239645	07/06/2021	PRINTED	192140 MICHAEL DORMAN	161.00			
239646	07/06/2021	PRINTED	180663 SUZANNE DOUGHTY	279.00			
239647	07/06/2021	PRINTED	021209 DUTCHMAN'S LAWN & GARDEN	35.98			
239648	07/06/2021	PRINTED	021153 DYKES VETERINARY CLINIC	50.00			
239649	07/06/2021	PRINTED	021100 E-J BUILDERS	2,076.75			
239650	07/06/2021	PRINTED	191997 EASTERN SHORE PHYSICAL TH	810.00			
239651	07/06/2021	PRINTED	192919 ELANCO US, INC	2,097.20			
239652	07/06/2021	PRINTED	051005 ELECTION SYSTEM & SOFTWARE	2,365.79			
239653	07/06/2021	PRINTED	062623 EMPIRE TRUCK SALES INC	83.45			
239654	07/06/2021	PRINTED	025048 EQUIPMENT SALES CO	6,906.80			
239655	07/06/2021	PRINTED	126261 EXPRESS OIL CHANGE - ROBE	260.44			
239656	07/06/2021	PRINTED	094932 EXPRESS OIL CHANGE	212.46			
239657	07/06/2021	PRINTED	041646 FEDEX	27.96			
239658	07/06/2021	PRINTED	041646 FEDEX	37.74			
239659	07/06/2021	PRINTED	041646 FEDEX	31.97			
239660	07/06/2021	PRINTED	041646 FEDEX	37.74			
239661	07/06/2021	PRINTED	041646 FEDEX	84.13			
239662	07/06/2021	PRINTED	142551 FERGUSON ENTERPRISES INC	297.39			
239663	07/06/2021	PRINTED	188242 FLORES & ASSOCIATES	1,113.80			
239664	07/06/2021	PRINTED	188064 FORTILINE WATERWORKS INC	5,568.00			
239665	07/06/2021	PRINTED	138851 FINDLEY E FOX	96.00			
239666	07/06/2021	PRINTED	025314 FRANK B FONDREN MD	225.00			
239667	07/06/2021	PRINTED	136354 G T MICHELLI SCALES	10,833.68			
239668	07/06/2021	PRINTED	027263 GALL'S LLC	4,690.50			
239669	07/06/2021	PRINTED	188581 GENESIS GROUP, THE (TEXAS	6,002.25			
239670	07/06/2021	PRINTED	185711 GILMORE SERVICES	19.76			
239671	07/06/2021	PRINTED	191704 GPS INSIGHT, LLC	499.00			

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239672	07/06/2021	PRINTED	186138 GRAESTONE AGGREGATES, LLC	3,357.01			
239673	07/06/2021	PRINTED	144944 TERRI GRAHAM	96.00			
239674	07/06/2021	PRINTED	027030 GULF CHRYSLER PLYMOUTH DO	19,168.28			
239675	07/06/2021	PRINTED	181424 GULF COAST BUILDING SUPPL	304.18			
239676	07/06/2021	PRINTED	027022 OPC NEWS, LLC	612.00			
239677	07/06/2021	PRINTED	027022 OPC NEWS, LLC	1,043.46			
239678	07/06/2021	PRINTED	027022 OPC NEWS, LLC	91.80			
239679	07/06/2021	PRINTED	027022 OPC NEWS, LLC	451.18			
239680	07/06/2021	PRINTED	027022 OPC NEWS, LLC	235.00			
239681	07/06/2021	PRINTED	027022 OPC NEWS, LLC	946.13			
239682	07/06/2021	PRINTED	027181 GULF STATES DISTRIBUTORS	38,588.00			
239683	07/06/2021	PRINTED	192176 H M YONGE & ASSOCIATES, I	5,730.00			
239684	07/06/2021	PRINTED	088727 HANCE AUTO & MACHINE	52.48			
239685	07/06/2021	PRINTED	001854 HANDEL INFORMATION TECHNO	4,320.00			
239686	07/06/2021	PRINTED	188103 HAPPY ACRES VETERINARY CL	1,843.00			
239687	07/06/2021	PRINTED	188523 ADRIA C HARRISON	198.19			
239688	07/06/2021	PRINTED	183951 KENDEL HENDERSON	211.68			
239689	07/06/2021	PRINTED	186607 HERITAGE-CRYSTAL CLEAN LL	117.43			
239690	07/06/2021	PRINTED	120432 HI-LINE	495.34			
239691	07/06/2021	PRINTED	188391 HILL'S PET NUTRITION INC	869.28			
239692	07/06/2021	PRINTED	185351 HOLLAND'S PAINT & BODY	12,503.35			
239693	07/06/2021	PRINTED	032419 HUNTER SECURITY INC	2,305.00			
239694	07/06/2021	PRINTED	189455 IMC HOSPITALIST LLC	956.69			
239695	07/06/2021	PRINTED	190029 IMC-EMERGENCY PHYSICIANS	1,604.90			
239696	07/06/2021	PRINTED	189816 IMC-NORTH BALDWIN PHYSICI	496.68			
239697	07/06/2021	PRINTED	099320 INFIRMARY OCCUPATIONAL HE	1,414.00			
239698	07/06/2021	PRINTED	189759 INGENUITY INC	4,000.00			
239699	07/06/2021	PRINTED	064848 J H WRIGHT & ASSOCIATES I	180.00			
239700	07/06/2021	PRINTED	152477 J&R SYSTEM INTEGRATION LL	4,500.35			
239701	07/06/2021	PRINTED	175986 JADE CONSULTING LLC	24,475.00			
239702	07/06/2021	PRINTED	087767 JANI KING OF MOBILE	437.46			
239703	07/06/2021	PRINTED	143271 JAZZY CLEAN JANITORIAL	548.86			
239704	07/06/2021	PRINTED	111974 JODY L WISE	383.33			
239705	07/06/2021	PRINTED	100861 JOHN G WALTON CONST CO	38,208.42			
239706	07/06/2021	PRINTED	187538 GINA JONES	161.00			
239707	07/06/2021	PRINTED	036251 JUBILEE ACE HOME CENTER	73.14			
239708	07/06/2021	PRINTED	164321 JUBILEE GLASS LLC	15,062.00			
239709	07/06/2021	PRINTED	107220 KEET CONSULTING SERVICES	5,750.00			
239710	07/06/2021	PRINTED	039466 KENTWOOD SPRING WATER	48.75			
239711	07/06/2021	PRINTED	039466 KENTWOOD SPRING WATER	26.71			
239712	07/06/2021	PRINTED	095783 KENWORTH OF MOBILE INC	367.16			
239713	07/06/2021	PRINTED	095783 CORPORATE BILLING	939.45			
239714	07/06/2021	PRINTED	192791 KEYPORT WAREHOUSING INC	390.00			
239715	07/06/2021	PRINTED	193108 LUKE KILLINGSWORTH	58.50			
239716	07/06/2021	PRINTED	158107 KIMBALL MIDWEST	427.30			
239717	07/06/2021	PRINTED	190747 TRACY KING	63.00			
239718	07/06/2021	PRINTED	127597 LABORATORY CORP OF AMERIC	2,078.00			
239719	07/06/2021	PRINTED	149251 WALTER B LINDSEY	55.00			
239720	07/06/2021	PRINTED	136872 LOWE'S - DAPHNE	3,050.08			
239721	07/06/2021	PRINTED	087716 LOWE'S - FOLEY	1,044.67			
239722	07/06/2021	PRINTED	120504 FRANKLIN B LUNDY JR	32.00			
239723	07/06/2021	PRINTED	172718 LYLE MACHINERY CO - MOBIL	786.50			

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239724	07/06/2021	PRINTED	185396 MAC'S AUTOGLASS LLC	1,210.00			
239725	07/06/2021	PRINTED	036513 MARTIN MARIETTA MATERIALS	13,953.27			
239726	07/06/2021	PRINTED	040034 MATHES OF ALABAMA ELECTRI	357.56			
239727	07/06/2021	PRINTED	185518 MCELHENNEY CONSTRUCTION C	90,125.00			
239728	07/06/2021	PRINTED	149690 MCGRIFF TIRE CO INC	37,668.05			
239729	07/06/2021	PRINTED	040654 MCKEE FOODS CORP	322.40			
239730	07/06/2021	PRINTED	098634 MCPHERSON OIL CO INC/DBA	9,117.53			
239731	07/06/2021	PRINTED	071458 MEYERCORD CO	47,861.10			
239732	07/06/2021	PRINTED	106219 MIKE HOFFMAN'S EQUIPMENT	18,886.42			
239733	07/06/2021	PRINTED	187808 MISSISSIPPI MOSQUITO CONT	15,374.00			
239734	07/06/2021	PRINTED	040589 MOBILE ASPHALT CO LLC	11,147.95			
239735	07/06/2021	PRINTED	151781 MOBILE BAY OVERHEAD DOOR	3,205.00			
239736	07/06/2021	PRINTED	040033 ALABAMA MEDIA GROUP	1,523.10			
239737	07/06/2021	PRINTED	089762 MOBILE PRESS REGISTER	37.80			
239738	07/06/2021	PRINTED	040612 MONTGOMERY TECHNOLOGY SYS	2,032.00			
239739	07/06/2021	PRINTED	085180 MOODY'S ELECTRIC INC	22,058.20			
239740	07/06/2021	PRINTED	180154 MOTOROLA SOLUTIONS INC	96,979.75			
239741	07/06/2021	PRINTED	040019 MOYER FORD SALES INC	1,837.91			
239742	07/06/2021	PRINTED	150578 MSC INDUSTRIAL DIRECT CO	5,394.56			
239743	07/06/2021	PRINTED	187817 MWI ANIMAL HEALTH	951.83			
239744	07/06/2021	PRINTED	165673 NEEL-SCHAFFER INC	20,446.03			
239745	07/06/2021	PRINTED	040026 NORTH BALDWIN INFIRMARY	33,717.32			
239746	07/06/2021	PRINTED	001865 NUTRIEN AG SOLUTIONS, INC	1,642.00			
239747	07/06/2021	PRINTED	181574 O'REILLY AUTO PARTS	7,352.10			
239748	07/06/2021	PRINTED	043003 OEC	1,247.60			
239749	07/06/2021	PRINTED	043012 OFFICE OF PROSECUTION SER	431.14			
239750	07/06/2021	PRINTED	043012 OFFICE OF PROSECUTION SER	533.85			
239751	07/06/2021	PRINTED	999990 ALEX HANDLER	16.00			
239752	07/06/2021	PRINTED	999990 ALVIN HATTENBACH	180.00			
239753	07/06/2021	PRINTED	999990 ANGELA DOLBY	30.00			
239754	07/06/2021	PRINTED	999990 ANGELA SPARKS	16.00			
239755	07/06/2021	PRINTED	999990 AUTUMN BROWN	16.00			
239756	07/06/2021	PRINTED	999990 BETHANY & STEPHEN FLEMING	1,012.00			
239757	07/06/2021	PRINTED	999990 BRITTON GARDNER	21.00			
239758	07/06/2021	PRINTED	999990 BRUCE & DONNA LAUSER	16.00			
239759	07/06/2021	PRINTED	999990 BRYAN ARRINGTON	50.00			
239760	07/06/2021	PRINTED	999990 CAROLYN B HAYES	16.00			
239761	07/06/2021	PRINTED	999990 CASSIE WILLIAMS	21.00			
239762	07/06/2021	PRINTED	999990 CHARLES & JULIE REUSE	21.00			
239763	07/06/2021	PRINTED	999990 CHARLES & MARY ROE	37.00			
239764	07/06/2021	PRINTED	999990 CHARLES E BRASWELL	168.01			
239765	07/06/2021	PRINTED	999990 CHARLES REINHARDT	30.00			
239766	07/06/2021	PRINTED	999990 CHARLIE MORRIS	30.00			
239767	07/06/2021	PRINTED	999990 CHRISTIN & JEREMY ROWE	16.00			
239768	07/06/2021	PRINTED	999990 COLIN CUNEO	212.00			
239769	07/06/2021	PRINTED	999990 DAVID & JOYCE DAHLEN	32.00			
239770	07/06/2021	PRINTED	999990 DAYBREAK MART II	3,461.06			
239771	07/06/2021	PRINTED	999990 DEBORAH F COE	935.43			
239772	07/06/2021	PRINTED	999990 DEE NEWBY	30.00			
239773	07/06/2021	PRINTED	999990 DEVIN WHALEN	16.00			
239774	07/06/2021	PRINTED	999990 DIANA HICKS	30.00			
239775	07/06/2021	PRINTED	999990 DIANE COOPER	30.00			



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239776	07/06/2021	PRINTED	999990 DON JENNINGS	16.00			
239777	07/06/2021	PRINTED	999990 ELAINE MONROE	6.00			
239778	07/06/2021	PRINTED	999990 ELIZABETH LEYTHAM	16.00			
239779	07/06/2021	PRINTED	999990 ERIKA SISK	30.00			
239780	07/06/2021	PRINTED	999990 ESTATE OF ALLAN DAVIS	30.00			
239781	07/06/2021	PRINTED	999990 FRANK W YOUNG	21.00			
239782	07/06/2021	PRINTED	999990 FULLER HOUSTON	30.00			
239783	07/06/2021	PRINTED	999990 GRADY L & REBECCA MALONE	32.00			
239784	07/06/2021	PRINTED	999990 JACQUELINE MILES	16.00			
239785	07/06/2021	PRINTED	999990 JAMES D BOOTHE	160.00			
239786	07/06/2021	PRINTED	999990 JEANNE ELLEN ESTERLING	39.10			
239787	07/06/2021	PRINTED	999990 JESSICA & JOSHUA LAW	1,294.00			
239788	07/06/2021	PRINTED	999990 JESSICA & WESLEY BOWMAN	64.00			
239789	07/06/2021	PRINTED	999990 JOEL KIESEL	32.00			
239790	07/06/2021	PRINTED	999990 JOHN BRANDON PETERSON	32.00			
239791	07/06/2021	PRINTED	999990 JOHN HORN	21.00			
239792	07/06/2021	PRINTED	999990 JOHNNY MORRIS	16.00			
239793	07/06/2021	PRINTED	999990 JONATHAN STEINER	30.00			
239794	07/06/2021	PRINTED	999990 KATRENA ROVIER	32.00			
239795	07/06/2021	PRINTED	999990 KENNETH KRATZER	16.00			
239796	07/06/2021	PRINTED	999990 LACE TUGGLE	16.00			
239797	07/06/2021	PRINTED	999990 LEAH CHASTANG	16.00			
239798	07/06/2021	PRINTED	999990 LEE & BRITTANY ALLEN	30.00			
239799	07/06/2021	PRINTED	999990 LEONARD J & CLAIRE CAPUTO	160.00			
239800	07/06/2021	PRINTED	999990 LEWIS W LARKER	32.00			
239801	07/06/2021	PRINTED	999990 LINDA A SMITH	30.00			
239802	07/06/2021	PRINTED	999990 LISA METZ	30.00			
239803	07/06/2021	PRINTED	999990 LORRAINE & KEVIN MURPHY	16.00			
239804	07/06/2021	PRINTED	999990 MARIA ELENA SERRANO RAMIR	30.00			
239805	07/06/2021	PRINTED	999990 MARK L SARVOLD	16.00			
239806	07/06/2021	PRINTED	999990 MICHAEL HALPHEN	166.00			
239807	07/06/2021	PRINTED	999990 MICHAEL S GILL	1,097.95			
239808	07/06/2021	PRINTED	999990 MONICA BLANKS	16.00			
239809	07/06/2021	PRINTED	999990 MUDRACK REVOCABLE LIVING	16.00			
239810	07/06/2021	PRINTED	999990 NATALIE WILSON	32.00			
239811	07/06/2021	PRINTED	999990 NORMAN NOLAN	30.00			
239812	07/06/2021	PRINTED	999990 OKABENA INVESTMENTS LLC	74.00			
239813	07/06/2021	PRINTED	999990 PALFINGER USA LLC	190.50			
239814	07/06/2021	PRINTED	999990 PAMELA CLAYTON	112.00			
239815	07/06/2021	PRINTED	999990 PAT GLEIM	32.00			
239816	07/06/2021	PRINTED	999990 PHILLIP & LINDA TIPP	16.00			
239817	07/06/2021	PRINTED	999990 RALPH LOPEZ	112.28			
239818	07/06/2021	PRINTED	999990 RICHARD RICE JR	32.00			
239819	07/06/2021	PRINTED	999990 RONALD V NANCE	30.00			
239820	07/06/2021	PRINTED	999990 ROSANNA & SHELBY ALLEN	16.00			
239821	07/06/2021	PRINTED	999990 SCOTT BROWN	16.00			
239822	07/06/2021	PRINTED	999990 SHANE & TONIA MUNDRIK	16.00			
239823	07/06/2021	PRINTED	999990 SHELLY BAKER	32.00			
239824	07/06/2021	PRINTED	999990 SHRIMP BASKET RESTAURANTS	1,521.94			
239825	07/06/2021	PRINTED	999990 STEPHANIE WEATHERLY	16.00			
239826	07/06/2021	PRINTED	999990 SUE H PARKER	32.00			
239827	07/06/2021	PRINTED	999990 SVETLANA JOHNSON	44.25			

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239828	07/06/2021	PRINTED	999990 THE JAMAICAN SPOT, LLC	21.00			
239829	07/06/2021	PRINTED	999990 THOMAS HOLMES	32.00			
239830	07/06/2021	PRINTED	999990 TIM KROESE	16.00			
239831	07/06/2021	PRINTED	999990 TWYLA & DALE DAVIS	16.00			
239832	07/06/2021	PRINTED	999990 WALTER MASTERS	30.00			
239833	07/06/2021	PRINTED	999990 WESLEY & VIRGINIA CALLAWA	32.00			
239834	07/06/2021	PRINTED	999990 WILLIAM SHAWN SMITH	48.00			
239835	07/06/2021	PRINTED	999990 WILMA HYATT	128.00			
239836	07/06/2021	PRINTED	999990 YANG YIFENG	32.00			
239837	07/06/2021	PRINTED	193081 ONLINE SOLUTIONS, LLC	25,200.00			
239838	07/06/2021	PRINTED	155037 OTIS ELEVATOR CO	3,720.00			
239839	07/06/2021	PRINTED	184722 ALLISON OWENS	279.00			
239840	07/06/2021	PRINTED	174713 PAM'S EMBROIDERY & SEWING	529.00			
239841	07/06/2021	PRINTED	074317 PEACHES'N CLEAN	571.20			
239842	07/06/2021	PRINTED	121216 PEREGRINE SERVICES INC	13,866.03			
239843	07/06/2021	PRINTED	047503 PH & J ARCHITECTS INC	15,583.88			
239844	07/06/2021	PRINTED	189884 BRIAN PIERCE	53.04			
239845	07/06/2021	PRINTED	093809 HEATHER ANN PLATO	211.68			
239846	07/06/2021	PRINTED	192408 PLUMCORE, INC.	404,663.85			
239847	07/06/2021	PRINTED	048298 POSTMARK INK	640.52			
239848	07/06/2021	PRINTED	192465 PPG ARCHITECTURAL FINISHE	25,455.00			
239849	07/06/2021	PRINTED	184944 PRECISION SAND PRODUCTS,	4,131.44			
239850	07/06/2021	PRINTED	186326 QCHC INC	185,639.90			
239851	07/06/2021	PRINTED	191947 QUADIENT LEASING USA, INC	5,477.82			
239852	07/06/2021	PRINTED	097199 RACINE'S FEED GARDEN & SU	1,579.45			
239853	07/06/2021	PRINTED	081752 RDA SERVICE COMPANY	7,035.37			
239854	07/06/2021	PRINTED	108898 REHM ANIMAL CLINIC AT TIM	388.81			
239855	07/06/2021	PRINTED	188882 ROBERTSDALE ANIMAL CLINIC	27.00			
239856	07/06/2021	PRINTED	051009 ROBERTSDALE AUTO PARTS IN	1,864.33			
239857	07/06/2021	PRINTED	054044 SAFETY COATINGS	49,290.00			
239858	07/06/2021	PRINTED	183761 SAIN ASSOCIATES INC	11,850.89			
239859	07/06/2021	PRINTED	000143 SECTION 18 BRAT'S	1,169.64			
239860	07/06/2021	PRINTED	056733 SERVICEMASTER ACTION CLEA	498.00			
239861	07/06/2021	PRINTED	181787 SHARP ELECTRONICS CORPORA	730.10			
239862	07/06/2021	PRINTED	192751 SHARPS MD OF ALABAMA	900.00			
239863	07/06/2021	PRINTED	126181 SILVER, VOIT & GARRETT AT	60.00			
239864	07/06/2021	PRINTED	185002 SITEONE LANDSCAPE SUPPLY	1,448.94			
239865	07/06/2021	PRINTED	123300 SOFTWARE HOUSE INT dba SH	4,187.39			
239866	07/06/2021	PRINTED	166941 SOLARWINDS, INC.	149.00			
239867	07/06/2021	PRINTED	000510 SOLID WASTE FUND	120,076.30			
239868	07/06/2021	PRINTED	054037 SOUTH ALABAMA REGIONAL	33,391.57			
239869	07/06/2021	PRINTED	098394 SOUTH BALDWIN REGIONAL ME	68.70			
239870	07/06/2021	PRINTED	066835 SOUTHERN FIRE & SAFETY IN	1,690.00			
239871	07/06/2021	PRINTED	190650 SOUTHERN TIRE MART	5,155.44			
239872	07/06/2021	PRINTED	095370 SOUTHWEST ALABAMA ABUSE N	7,034.04			
239873	07/06/2021	PRINTED	001836 LYNETTE M SPALLER	2,500.00			
239874	07/06/2021	PRINTED	187384 SPANISH FORT PAINTING & C	4,832.00			
239875	07/06/2021	PRINTED	108142 SUSANNE SPEARS	70.00			
239876	07/06/2021	PRINTED	185594 STAPLES CONTRACT & COMMER	14,177.32			
239877	07/06/2021	PRINTED	065091 STONE CROSBY PC	52,021.59			
239878	07/06/2021	PRINTED	070471 SUMMIT LANDSCAPE SUPPLY	2,016.50			
239879	07/06/2021	PRINTED	182059 SUNSOUTH LLC	295.73			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239880	07/06/2021	PRINTED	162616 SWEAT TIRE - BAY MINETTE	1,259.63			
239881	07/06/2021	PRINTED	054042 SWEAT TIRE - ROBERTSDALE	888.91			
239882	07/06/2021	PRINTED	186451 SYMBOL HEALTH SOLUTIONS L	63,560.84			
239883	07/06/2021	PRINTED	188199 SYNERGY TELCOM INC	1,794.50			
239884	07/06/2021	PRINTED	057333 TEAM ONE COMMUNICATIONS -	1,158.45			
239885	07/06/2021	PRINTED	186870 THE BLUE SHEET	120.00			
239886	07/06/2021	PRINTED	184294 THE PRINT SHOP	821.80			
239887	07/06/2021	PRINTED	065402 THOMPSON ENGINEERING	1,589.26			
239888	07/06/2021	PRINTED	123908 THOMPSON ENGINEERING	23,153.50			
239889	07/06/2021	PRINTED	057071 THOMPSON TRACTOR CO	804,179.69			
239890	07/06/2021	PRINTED	142501 TIMOTHY J WARRINER	3,244.50			
239891	07/06/2021	PRINTED	057327 TONY'S TOWING INC	1,958.75			
239892	07/06/2021	PRINTED	188839 TOWER EQUITIES LLC	2,000.00			
239893	07/06/2021	PRINTED	057203 TOWN OF ELBERTA	26,966.69			
239894	07/06/2021	PRINTED	123924 TOWN OF LOXLEY	11,078.61			
239895	07/06/2021	PRINTED	123932 TOWN OF SILVERHILL	13,345.61			
239896	07/06/2021	PRINTED	158123 TRANE-MOBILE PARTS CENTER	12,254.56			
239897	07/06/2021	PRINTED	138958 TRAVIS PAUL MD PC	3,770.00			
239898	07/06/2021	PRINTED	089463 TRI-TECH FORENSICS INC	3,776.42			
239899	07/06/2021	PRINTED	058288 TRIPLE "A" FIRE PROTECTIO	810.00			
239900	07/06/2021	PRINTED	057039 TRUCK EQUIPMENT SALES INC	1,939.51			
239901	07/06/2021	PRINTED	166975 TSA INC	8,962.67			
239902	07/06/2021	PRINTED	057304 TWO-WAY COMMUNICATIONS IN	10,882.00			
239903	07/06/2021	PRINTED	190884 TYLER TECHNOLOGIES, INC.	16,100.00			
239904	07/06/2021	PRINTED	182172 UNIVERSAL ENVIRONMENTAL S	45.00			
239905	07/06/2021	PRINTED	135466 VAN SCOYOC ASSOCIATES	9,500.00			
239906	07/06/2021	PRINTED	192322 VIA MOBILITY, LLC	16,500.00			
239907	07/06/2021	PRINTED	066295 VOLKERT INC	15,516.12			
239908	07/06/2021	PRINTED	065201 VULCAN MATERIALS CO	29,779.01			
239909	07/06/2021	PRINTED	065007 VULCAN SIGNS	13,795.00			
239910	07/06/2021	PRINTED	169455 W H THOMAS OIL CO INC	5,370.25			
239911	07/06/2021	PRINTED	084216 W W GRAINGER	20,285.68			
239912	07/06/2021	PRINTED	192796 LORI WADDLE	15.96			
239913	07/06/2021	PRINTED	085307 WAL-MART SUPERCENTER - BA	358.36			
239914	07/06/2021	PRINTED	190131 WALTER CRAIG, LLC	513.94			
239915	07/06/2021	PRINTED	118519 BRENDA WALZ	124.99			
239916	07/06/2021	PRINTED	060011 WARD INTL TRUCKS - MOBILE	841.56			
239917	07/06/2021	PRINTED	117241 WARREN HOLLOW METAL DOORS	1,383.60			
239918	07/06/2021	PRINTED	086191 WARRINER CONSTRUCTION	3,200.00			
239919	07/06/2021	PRINTED	174473 WASTE PRO OF FLORIDA	231.38			
239920	07/06/2021	PRINTED	181290 WESCO - FOLEY	283.56			
239921	07/06/2021	PRINTED	066024 WESCO RECEIVABLES CORP	4,462.89			
239922	07/06/2021	PRINTED	001915 WHARTON-SMITH, INC.	407,180.00			
239923	07/06/2021	PRINTED	080670 WILLIAMS SCOTSMAN INC	628.80			
239924	07/06/2021	PRINTED	184892 WITTICHEN SUPPLY - DAPHNE	92.51			
239925	07/06/2021	PRINTED	146114 WOLFE-BAYFIEW FUNERAL HOM	395.00			
239926	07/06/2021	PRINTED	135520 WOOD FRUITTICHER GROCERY	1,562.63			
239927	07/06/2021	PRINTED	066006 WRIGHTS MOTOR PARTS INC	1,407.94			
239928	07/06/2021	PRINTED	066391 XEROX CORP	125.98			
239929	07/06/2021	PRINTED	001910 XPERT BLOWER REPAIR	1,624.00			
239930	07/06/2021	PRINTED	182996 EBONY YELDING	103.00			
239931	07/06/2021	PRINTED	095628 ZEP MANUFACTURING COMPANY	1,021.38			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
			416 CHECKS	CASH ACCOUNT TOTAL	4,392,454.90	.00	

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
416 CHECKS	FINAL TOTAL	4,392,454.90	.00

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0988, **Version:** 1

**Item #:** EA2

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Cian Harrison, Clerk/Treasurer

Eva Cutsinger, Accounting Manager

**Submitted by:** Robin Benson, Accounts Payable Supervisor

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### ITEM TITLE

Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1

### STAFF RECOMMENDATION

Make the attached interim payments made by the Clerk/Treasurer totaling \$4,839,580.58 (four million, eight hundred thirty-nine thousand, five hundred eighty dollars and fifty-eight cents) a part of the minutes.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** N/A.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

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**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**

**Baldwin County Commission  
Interim Payments  
July 6, 2021**

Vendor Summary	Totals	Brief Description
ADRIAN CHASTANG	1,065.18	Land Redemption
AFLAC	21,474.32	Payroll
ALABAMA CHILD SUPPORT PAYMENT CENTER	5,303.94	Payroll
ALABAMA DEPT OF REVENUE	376.43	Lodging Tax
ALABAMA INCOME TAX DIVISION	92,341.62	Payroll
ALABAMA POWER CO	62,575.85	Utilities
ALABAMA WIDESPREAD HOLDINGS LLC	675.20	Land Redemption
AT&T	1,136.86	Telephone
AUBURN UNIVERSITY	1,925.00	Training; Probate
B A LEGACY SEED LLC	1,082.55	Land Redemption
BALDWIN CNTY BOARD OF EDUCATION	18,650.65	Census Grant Flow Through
BALDWIN CNTY COMMISSION - DENTAL 790	27,309.00	Payroll
BALDWIN CNTY COMMISSION - HEALTH	590,212.50	Payroll
BALDWIN CNTY SHERIFF'S OFFICE	1,771,433.41	Payroll
BALDWIN COUNTY SEWER SERVICE LLC	1,507.29	Utilities
BALDWIN EMC	8,826.88	Utilities
BLUE CROSS & BLUE SHIELD OF AL	541,491.25	Payroll
BLUE LION MANAGEMENT LLC	1,769.64	Land Redemption
BOT HOLDINGS LLC	6,738.98	Land Redemption
BRIAN C DORGAN	1,291.26	Land Redemption
CANOPY INVESTMENT COMPANY LLC	3,262.54	Land Redemption
CARL D SKINNER	344.16	Land Redemption
CARLETHIA S. RUSHIN	540.05	Land Redemption
CENTURYLINK	914.14	Telephone
CHRISTOPHER CALLAGHAN	818.83	Land Redemption
CITY OF FAIRHOPE	8,512.41	Utilities
CITY OF FOLEY	57.72	Utilities
CODY LEWIS LLC	949.63	Land Redemption
COMMUNITY BANK	62,515.99	2020 LOC Qtrly Interest
COOPER, OLLIE G AND CYNTHIA N	3,446.65	Land Redemption
COREY SINGLETON	833.88	Land Redemption
CORRECTIONAL PEACE OFFICERS FOUNDATION	15.00	Payroll
DANIEL O'BRIEN	1,643.68	Payroll
DAVIDSON OIL COMPANY	104,107.07	Fuel
DEPARTMENT OF CHILDREN AND FAMILY SVC	387.68	Payroll
DON W & TRACY M REID	2,424.07	Land Redemption
DOVES, LLC	155.69	Land Redemption
EUGENE GARY LEDLOW	72.55	Land Redemption
FITZGERALD CONSTRUCTION , LLC	40,318.00	Contract Services, Hwy
FLEXIBLE BENEFITS	19,420.23	Payroll
FRANK ARTUS	8,615.49	Land Redemption
FRONTIER COMMUNICATIONS OF THE SOUTH INC	68.45	Telephone
GLS INVESTMENTS LLC	14,125.73	Land Redemption
GUARDIAN TAX AL LLC	11,409.00	Land Redemption
GULF SHORES BOARD OF EDUCATION	1,349.35	Census Grant Flow Through
HAGERTY CONSULTING, INC.	83,549.99	Professional Consulting Services
HANCOCK BANK	9,218.75	Credit Card Services
HARBOR COMMUNICATIONS LLC	368.76	Telephone
HASTINGS, MELINDA R	292.62	Land Redemption
HAYNES, JOSHUA BYRON	545.84	Land Redemption
HOWARD, ANDREW	765.61	Land Redemption
INTELLECTUAL VENTURES GROUP	1,533.30	Land Redemption
IRS-TAX PAYMENT	510,071.98	Payroll



JEAN MARC PRESCOTT	5,508.07	Land Redemption
JERE AUSTILL III	6,025.45	Land Redemption
JODY L WISE CIRCUIT CLERK	100.00	Payroll
JOEL DUANE WILLIAMS	129.76	Land Redemption
JOHN G WALTON CONST CO	116,785.57	Contract Services, Hwy
JUDICIAL RETIREMENT FUND	918.75	Payroll
KEN LETOURNEAU	3,201.65	Land Redemption
KENNETH PAUL BRADLEY JR	8,769.17	Land Redemption
KEY, DONNVAN	274.38	Land Redemption
LB WOODRUFF III	221.81	Land Redemption
LEON LEWIS JR	199.75	Land Redemption
LIBERTY NATIONAL LIFE	9,526.12	Payroll
MELVIN E LAMAR	263.95	Land Redemption
METROPOLITAN LIFE INSURANCE CO	27,611.35	Payroll
MISTY & JASON PRESNALL	5,564.67	Land Redemption
NANCY M RABY LIVING TRUST	2,954.38	Land Redemption
NATIONWIDE RETIREMENT SOLUTIONS	39,327.03	Payroll
NORTH BALDWIN HOSPITAL WELLNESS CENTER	117.00	Payroll
NORTH BALDWIN UTILITIES	25,139.41	Utilities
NUVIEW IRA FBO DOUGLAS GALE	3,316.34	Land Redemption
OLDE TOWNE, LLC	16,146.49	Land Redemption
ONETIME-LANDLORDS	104,371.00	Housing Rental
PERDIDO BAY WATER, SEWER, FIRE	18.72	Utilities
PETTY CASH - KELLY CHILDRESS	10.12	COA
PINE VALLEY ONE REAL ESTATE LLC	3,658.51	Land Redemption
PRESCOTT, GLENDA TYLER	7,281.84	Land Redemption
PROVENTUS PROPERTIES LLC	379.89	Land Redemption
RELIABLE PROPERTIES LLC	2,403.57	Land Redemption
RETIREMENT SYSTEMS OF AL	310,954.64	Payroll
RINES, RODNEY	187.20	Land Redemption
RIVIERA UTILITIES	7,923.60	Utilities
RYNO	818.40	Monthly Pay Flow Fee
SKG QRP, LLC	978.86	Land Redemption
STACEY SAMPSON	1,730.98	Land Redemption
SYMBOL HEALTH SOLUTIONS LLC	41,028.36	Medical
THE GUARANTEE TITLE CO LLC	750.00	Land Redemption
TOMMY L WATSON	80.23	Land Redemption
TYLER MONTANA JUL PRESCOTT	602.21	Land Redemption
UNITED WAY OF BALDWIN COUNTY	283.00	Payroll
UNITI FIBER	7,938.25	Telephone
VERIZON WIRELESS	22,090.68	Telephone
VICKIE E LEWIS	3,399.18	Land Redemption
WESTMORELAND PROPERTIES LLC	747.59	Land Redemption
<b>Grand Total</b>	<b>4,839,580.58</b>	

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210523 Pay Period From:05/10/2021 To:05/23/2021 Check Date:05/28/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	210523	41,109.62	0.00
VENDOR TOTAL:							41,109.62	41,109.62	0.00
REPORT TOTAL:							41,109.62	41,109.62	0.00

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210531 Pay Period From:05/01/2021 To:05/31/2021 Check Date:05/14/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	1	210531	1,447.71	0.00
VENDOR TOTAL:							1,447.71	1,447.71	0.00
REPORT TOTAL:							1,447.71	1,447.71	0.00

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210509 Pay Period From:04/26/2021 To:05/09/2021 Check Date:05/14/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	210509	41,351.98	0.00
VENDOR TOTAL:						41,351.98		41,351.98	0.00
REPORT TOTAL:						41,351.98		41,351.98	0.00

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Detail Invoice List

CHECK RUN: HR060421 06/07/2021  
 DUE DATE: 06/07/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash								
VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
999995	BAY VISTA PARTNERS	0000		INV	06/04/2021	ERAP 424		8949			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 281 23515		FGRNTSIB	Emr Rent		2,475.00					
							2,475.00				
						<b>CHECK TOTAL</b>	<b>2,475.00</b>				
999995	BAY VISTA PARTNERS	0000		INV	06/04/2021	ERAP 57		8948			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 281 23515		FGRNTSIB	Emr Rent		7,725.00					
							7,725.00				
						<b>CHECK TOTAL</b>	<b>7,725.00</b>				
999995	J & D PROPERTIES	0000		INV	06/04/2021	ERAP 635		8854			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 281 23515		FGRNTSIB	Emr Rent		9,300.00					
							9,300.00				
						<b>CHECK TOTAL</b>	<b>9,300.00</b>				
999995	LEON MCGHEE	0000		INV	06/04/2021	ERAP 469		8951			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 281 23515		FGRNTSIB	Emr Rent		4,000.00					
							4,000.00				
						<b>CHECK TOTAL</b>	<b>4,000.00</b>				
999995	MCCONNELL RENTALS, LL	0000		INV	06/04/2021	ERAP 189		8950			
	<b>ACCOUNT DETAIL</b>					<b>LINE AMOUNT</b>					
	1 281 23515		FGRNTSIB	Emr Rent		3,250.00					
							3,250.00				
						<b>CHECK TOTAL</b>	<b>3,250.00</b>				
<b>5</b>	<b>INVOICES</b>					<b>WARRANT TOTAL</b>	<b>26,750.00</b>	<b>26,750.00</b>			



PAID CHECK RUN REPORT

CHECK RUN:I060721

TO FISCAL 2021/01 10/01/2020 TO 09/30/2021

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
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1882 HAGERTY CONSULTING INC	8969	06/07/21		239373	P	06/07/21	28170010 51990	Professional Services	83,549.99
		INVOICE: 6618							

VENDOR TOTALS		.00	YTD INVOICED		136,118.54	YTD PAID			83,549.99
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REPORT TOTALS									83,549.99
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TOTAL PRINTED CHECKS	COUNT	AMOUNT
	1	83,549.99

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*

INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 696		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	9037 42257 999 6042021		M060921B	108,217.09	.00	.00	9205859
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00	79010790 51203		2,002.50	1099:
ACCT 10010	DEPT 51700	DUE 06/09/2021	DESC:BCC WEEKLY CLAIMS	5/31-6/4/21	79010790 51203		2,973.70	1099:
					79010790 51522		597.14	1099:
					79010790 51201		97,317.15	1099:
					79010790 51201		4,760.18	1099:
					79010790 51201		566.42	1099:
14125	00000 BLUE CROSS & BLU	9038 42257 998 6042021		M060921B	23,389.59	.00	.00	9205860
CASH 999	2021/09	INV 06/04/2021	SEP-CHK: N	DISC: .00	79010790 51204		214.00	1099:
ACCT 10010	DEPT 51700	DUE 06/09/2021	DESC:BCSO WEEKLY CLAIMS	5/31-6/4/21	79010790 51204		1,012.40	1099:
					79010790 51526		147.17	1099:
					79010790 51202		20,144.56	1099:
					79010790 51202		1,087.55	1099:
					79010790 51202		783.91	1099:
2 APPROVED PAID INVOICES				TOTAL	131,606.68			
2 INVOICE(S)				REPORT POST TOTAL	131,606.68			

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: I060921A 06/09/2021

DUE DATE: 06/09/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
21179	DAVISON OIL COMPANY I	0000	20213529	INV	06/09/2021	62224RR-DM		9062		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 16153	General	GasA300			8,750.87				
							8,750.87			
21179	DAVISON OIL COMPANY I	0000	20213487	INV	06/09/2021	62224B-IN		9063		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 16157	General	Gas FCH			10,955.16				
							10,955.16			
21179	DAVISON OIL COMPANY I	0000	20213514	INV	06/09/2021	622064B-IN		9064		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 16155	General	Gas FHCH			12,365.10				
							12,365.10			
21179	DAVISON OIL COMPANY I	0000	20213518	INV	06/09/2021	622243B-IN		9065		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 100 16151	General	GasA100			13,143.98				
							13,143.98			
							<b>CHECK TOTAL</b>			
							<b>45,215.11</b>			
1929	FITZGERALD CONSTRUCTI	0000	20214058	INV	06/07/2021	#1;AREA 100 HMF BLDG		8909		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153111 55240	HWY A100	CapImpr			40,318.00				
							40,318.00			
							<b>CHECK TOTAL</b>			
							<b>40,318.00</b>			
100861	JOHN G WALTON CONST C	0000		INV	06/07/2021	#1;BCR-2021-3		8971		
	ACCOUNT DETAIL					LINE AMOUNT				
	1 11153000 54850	Hwy Misc	Inf Resf			20,071.78				
	2 11153000 54850	Hwy Misc	Inf Resf			35,347.90				
	3 11153000 54850	Hwy Misc	Inf Resf			16,156.61				
	4 11153000 54850	Hwy Misc	Inf Resf			45,209.28				
							116,785.57			
							<b>CHECK TOTAL</b>			
							<b>116,785.57</b>			
<b>6 INVOICES</b>		<b>WARRANT TOTAL</b>				<b>202,318.68</b>	<b>202,318.68</b>			



AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239379	06/10/2021	PRINTED	010009 ALABAMA POWER CO	61,882.78			
239380	06/10/2021	PRINTED	054017 AT&T	461.17			
239381	06/10/2021	PRINTED	063589 AT&T	57.40			
239382	06/10/2021	PRINTED	063589 AT&T	618.29			
239383	06/10/2021	PRINTED	019049 CITY OF FOLEY	57.72			
239384	06/10/2021	PRINTED	192314 NANCY M RABY LIVING TRUST	2,773.19			
239385	06/10/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	116.35			
239386	06/10/2021	PRINTED	048197 PERDIDO BAY WATER, SEWER,	18.72			
239387	06/10/2021	PRINTED	133604 PETTY CASH - KELLY CHILDR	10.12			
239388	06/10/2021	PRINTED	051003 RIVIERA UTILITIES	6,938.39			
239389	06/10/2021	PRINTED	145701 UNITI FIBER	7,938.25			
239390	06/10/2021	PRINTED	152240 VERIZON WIRELESS	20,314.78			
239391	06/10/2021	PRINTED	152240 VERIZON WIRELESS	1,775.90			
13 CHECKS							
CASH ACCOUNT TOTAL				102,963.06	.00		

## INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 706				NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
10	00000 BALDWIN CNTY SHE	9100 6102021		M061021A	900,415.22	.00	.00	9205868
CASH 999	2021/09	INV 06/10/2021	SEP-CHK: N	DISC: .00	10052100 52910		300,042.50	1099:
ACCT 10010	DEPT 555	DUE 06/10/2021	DESC:SHERIFF'S PR;	06/11/21	10052200 52910		156,621.12	1099:
					708 22797		10,828.87	1099:
					10052100 52910		284,701.28	1099:
					10052200 52910		136,555.26	1099:
					708 22797		11,666.19	1099:
1 APPROVED PAID INVOICES				TOTAL	900,415.22			
1 INVOICE(S)				REPORT POST TOTAL	900,415.22			

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210606 Pay Period From:05/24/2021 To:06/06/2021 Check Date:06/11/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	I	7000	RSA	0	210606	48,482.79	40,014.41
51059	0	RETIREMENT SYSTE	I	7001	RSA	0	210606	34,268.61	29,059.77
51059	0	RETIREMENT SYSTE	I	7100	RSA-1	0	210606	2,040.00	0.00
VENDOR TOTAL:						153,865.58		84,791.40	69,074.18
REPORT TOTAL:						153,865.58		84,791.40	69,074.18

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210606 Pay Period From:05/24/2021 To:06/06/2021 Check Date:06/11/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	0	210606	68,508.04	68,508.04
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	0	210606	16,022.19	16,022.19
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	0	210606	90,508.08	0.00
VENDOR TOTAL:						259,568.54		175,038.31	84,530.23
REPORT TOTAL:						259,568.54		175,038.31	84,530.23

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239396	06/11/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,651.97			
239397	06/11/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	12,952.00			
239398	06/11/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	280,417.50			
239399	06/11/2021	PRINTED	184047 DANIEL O'BRIEN	821.84			
239400	06/11/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	193.84			
239401	06/11/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,588.24			
239402	06/11/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	50.00			
239403	06/11/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	11,661.00			
8 CHECKS CASH ACCOUNT TOTAL				318,336.39			.00

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Preliminary Check Run Summary

CHECK RUN: I061121 06/11/2021

DUE DATE: 06/11/2021

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
790	79010790	Self Insurance Trust 790.10790.51202.10.000.00000.00.0000.	Sheriff Health Claims 41,028.36	
			<b>FUND TOTAL</b>	<b>41,028.36</b>
			<b>WARRANT SUMMARY TOTAL</b>	<b>41,028.36</b>
			<b>GRAND TOTAL</b>	<b>41,028.36</b>

PAID CHECK RUN REPORT

CHECK RUN:I061121B

TO FISCAL 2021/01 10/01/2020 TO 09/30/2021

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
21179 DAVISON OIL COMPANY INC									
9116		06/03/21		239407	P	06/11/21	100 16166	Diesel Magnolia 510	9,216.58
	INVOICE: 62122R1-IN								
9117		06/03/21		239407	P	06/11/21	100 16161	Diesel Highway A100	9,223.53
	INVOICE: 6222R1-IN								
9119		06/01/21	20213528	239407	P	06/11/21	100 16152	Gas Highway A200	7,863.12
	INVOICE: 6223R1-IN								
9119		06/01/21	20213528	239407	P	06/11/21	100 16162	Diesel Highway A200	7,706.79
	INVOICE: 6223R1-IN								
9122		06/03/21	20213578	239407	P	06/11/21	100 16163	Diesel Highway A300	11,223.49
	INVOICE: 62224R1-IN								
9123		06/03/21	20213772	239407	P	06/11/21	100 16151	Gas Highway A100	13,658.45
	INVOICE: 62283R1-IN								
VENDOR TOTALS			.00 YTD INVOICED			116,250.29 YTD PAID			58,891.96
								REPORT TOTALS	58,891.96

TOTAL PRINTED CHECKS	COUNT	AMOUNT
	1	58,891.96

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239408	06/14/2021	PRINTED	010346 AFLAC	21,346.22			
239409	06/14/2021	PRINTED	170616 AFLAC	128.10			
239410	06/14/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	1,116.50			
239411	06/14/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	23,691.50			
239412	06/14/2021	PRINTED	064266 CORRECTIONAL PEACE OFFICE	15.00			
239413	06/14/2021	PRINTED	039441 LIBERTY NATIONAL LIFE	9,526.12			
239414	06/14/2021	PRINTED	191391 METROPOLITAN LIFE INSURAN	2,890.08			
239415	06/14/2021	PRINTED	191521 METROPOLITAN LIFE INSURAN	10,871.65			
239416	06/14/2021	PRINTED	191522 METROPOLITAN LIFE INSURAN	3,917.03			
239417	06/14/2021	PRINTED	191523 METROPOLITAN LIFE INSURAN	4,600.32			
239418	06/14/2021	PRINTED	191524 METROPOLITAN LIFE INSURAN	5,332.27			
239419	06/14/2021	PRINTED	091547 NORTH BALDWIN HOSPITAL WE	117.00			
239420	06/14/2021	PRINTED	040624 UNITED WAY OF BALDWIN COU	283.00			
13 CHECKS							
CASH ACCOUNT TOTAL				83,834.79			.00



**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: HR061421 06/14/2021  
 DUE DATE: 06/14/2021

CASH ACCOUNT: 999		10010		Treasury Pooled Cash						
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
999995	0000		INV	06/14/2021	ERAP 239		9192			
ANTHONY G HIGDON, JR										
ACCOUNT DETAIL										
1	281	23515	FGRNTSIB	Emr Rent		5,250.00				
						LINE AMOUNT				
						CHECK TOTAL	5,250.00			
999995	0000		INV	06/14/2021	ERAP 974		9199			
ARBOR GATES HOLDING,										
ACCOUNT DETAIL										
1	281	23515	FGRNTSIB	Emr Rent		6,916.00				
						LINE AMOUNT				
						CHECK TOTAL	6,916.00			
999995	0000		INV	06/14/2021	ERAP 77		9186			
MIAMI BALDWIN LLC										
ACCOUNT DETAIL										
1	281	23515	FGRNTSIB	Emr Rent		2,280.00				
						LINE AMOUNT				
						CHECK TOTAL	2,280.00			
999995	0000		INV	06/14/2021	ERAP 43		9185			
PODIUM PROPERTY MANAG										
ACCOUNT DETAIL										
1	281	23515	FGRNTSIB	Emr Rent		10,550.00				
						LINE AMOUNT				
						CHECK TOTAL	10,550.00			
999995	0000		INV	06/14/2021	ERAP 418		9200			
SLOCUM PROPERTIES										
ACCOUNT DETAIL										
1	281	23515	FGRNTSIB	Emr Rent		5,700.00				
						LINE AMOUNT				
						CHECK TOTAL	5,700.00			
<b>5 INVOICES</b>		<b>WARRANT TOTAL</b>				<b>30,696.00</b>	<b>30,696.00</b>			

## PAID CHECK RUN REPORT

CHECK RUN:P061521B

TO FISCAL 2021/01 10/01/2020 TO 09/30/2021

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
180373	BALDWIN CNTY COMMISSION - DENTAL 790	8551	06/15/21	239392	P	06/15/21	100 21709	Dental 790 Payable	289.00
	INVOICE: 8551								
	VENDOR TOTALS		.00	YTD INVOICED			205,743.75	YTD PAID	289.00
186456	BALDWIN CNTY COMMISSION - HEALTH	8552	06/15/21	239393	P	06/15/21	100 21710	BC BS Insurance Payable	5,724.00
	INVOICE: 8552								
	VENDOR TOTALS		.00	YTD INVOICED			4,408,954.00	YTD PAID	5,724.00
717	FLEXIBLE BENEFITS	8542	06/15/21	239394	P	06/15/21	100 21714	Sect125 Medical Reimb Pay	275.00
	INVOICE: 8542								
	VENDOR TOTALS		.00	YTD INVOICED			115,375.34	YTD PAID	275.00
40627	NATIONWIDE RETIREMENT SOLUTIONS	8548	06/15/21	239395	P	06/15/21	100 21615	NACO Payable	125.00
	INVOICE: 8548								
	VENDOR TOTALS		11,428.50	YTD INVOICED			215,216.53	YTD PAID	125.00
REPORT TOTALS									6,413.00

	COUNT	AMOUNT
TOTAL PRINTED CHECKS	4	6,413.00

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210630 Pay Period From:06/01/2021 To:06/30/2021 Check Date:06/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
36240	0	JUDICIAL RETIREM	I	7003	RSA J	1	210630	918.75	0.00
VENDOR TOTAL:							918.75	918.75	0.00
REPORT TOTAL:							918.75	918.75	0.00

\*\* END OF REPORT - Generated by Amanda Cunningham \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210630 Pay Period From:06/01/2021 To:06/30/2021 Check Date:06/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
51059	0	RETIREMENT SYSTE	I	7000	RSA	1	210630	687.50	567.42
51059	0	RETIREMENT SYSTE	I	7001	RSA	1	210630	640.26	542.94
VENDOR TOTAL:						2,438.12		1,327.76	1,110.36
REPORT TOTAL:						2,438.12		1,327.76	1,110.36

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

**PAYROLL VENDOR PROOF SUMMARY**

Warrant:210630 Pay Period From:06/01/2021 To:06/30/2021 Check Date:06/15/2021

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
54188	0	IRS-TAX PAYMENT	I	1000	FICA	1	210630	2,284.50	2,284.50
54188	0	IRS-TAX PAYMENT	I	1100	MEDICA	1	210630	534.27	534.27
54188	0	IRS-TAX PAYMENT	I	3000	FEDERA	1	210630	3,364.52	0.00
VENDOR TOTAL:						9,002.06		6,183.29	2,818.77
REPORT TOTAL:						9,002.06		6,183.29	2,818.77

\*\* END OF REPORT - Generated by Makayla Shiver \*\*

INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker BATCH: 730 NEW INVOICES  
 VENDOR REMIT NAME DOCUMENT INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

APPROVED PAID INVOICES

14125	00000	BLUE CROSS & BLU	9496		M061621L	120,508.54	.00	.00	9205874
			42257 999 6112021						
CASH 999	2021/09	INV 06/11/2021	SEP-CHK: N	DISC: .00		79010790 51203		2,545.60	1099:
ACCT 10010	DEPT 51700	DUE 06/16/2021	DESC:BCC WEEKLY CLAIMS	6/7-6/11/21		79010790 51203		4,199.80	1099:
						79010790 51203		1,758.20	1099:
						79010790 51522		1,020.43	1099:
						790 47860		-68.00	1099:
						790 47860		-23.00	1099:
						79010790 51201		105,448.37	1099:
						79010790 51201		5,682.13	1099:
						79010790 51201		27.53	1099:
						79010790 51201		117.61	1099:
						79010790 51520		368.40	1099:
						79010790 51201		-.01	1099:
						790 47858		-568.52	1099:
14125	00000	BLUE CROSS & BLU	9497		M061621L	49,529.76	.00	.00	9205875
			42257 998 6112021						
CASH 999	2021/09	INV 06/11/2021	SEP-CHK: N	DISC: .00		79010790 51204		328.50	1099:
ACCT 10010	DEPT 51700	DUE 06/16/2021	DESC:BCSO	6/7-6/11/21		79010790 51204		1,143.00	1099:
						79010790 51204		247.00	1099:
						79010790 51526		206.22	1099:
						790 47861		-68.00	1099:
						79010790 51202		43,348.16	1099:
						79010790 51202		4,753.34	1099:
						79010790 51202		-44.14	1099:
						79010790 51202		184.20	1099:
						790 47859		-568.52	1099:

2 APPROVED PAID INVOICES TOTAL 170,038.30

2 INVOICE(S) REPORT POST TOTAL 170,038.30

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239426	06/17/2021	PRINTED	010009 ALABAMA POWER CO	693.07			
239427	06/17/2021	PRINTED	014005 BALDWIN EMC	6,839.88			
239428	06/17/2021	PRINTED	027007 CENTURYLINK	776.78			
239429	06/17/2021	PRINTED	027007 CENTURYLINK	90.03			
239430	06/17/2021	PRINTED	061111 CENTURYLINK	47.33			
239431	06/17/2021	PRINTED	019021 CITY OF FAIRHOPE-UTILITIE	8,512.41			
239432	06/17/2021	PRINTED	054257 FRONTIER COMMUNICATIONS O	68.45			
239433	06/17/2021	PRINTED	155408 HARBOR COMMUNICATIONS LLC	368.76			
239434	06/17/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	677.29			
239435	06/17/2021	PRINTED	051003 RIVIERA UTILITIES	285.44			
10 CHECKS				CASH ACCOUNT TOTAL	18,359.44	.00	

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 729		NEW INVOICES						
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
185975	00000 HANCOCK BANK	9486 MAY '21		M062121A	9,218.75	.00	.00	9205873
CASH 999	2021/09	INV 06/15/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 555	DUE 06/21/2021	DESC:CREDIT CARD SVCS					
					10051100	51700	350.00	1099:
					10051100	51700	195.00	1099:
					10051100	51700	350.00	1099:
					11153151	51700	420.00	1099:
					51054100	51700	200.00	1099:
					51054100	52600	281.20	1099:
					51054100	52600	281.20	1099:
					51054300	52600	281.20	1099:
					51054100	52600	204.04	1099:
					51054100	52600	204.04	1099:
					10051962	52600	216.96	1099:
					10051962	52600	216.96	1099:
					10051600	52600	35.00	1099:
					10051700	51700	200.00	1099:
					51154801	54090	34.99	1099:
					10051965	52351	739.98	1099:
					10051700	51710	1,145.00	1099:
					11153150	51700	400.00	1099:
					10051700	51700	185.00	1099:
					10051700	51700	185.00	1099:
					10052100	51500	237.66	1099:
					10051962	51500	461.34	1099:
					10051750	52600	428.49	1099:
					10051750	52600	428.49	1099:
					10051750	51700	95.00	1099:
					10051750	51700	95.00	1099:
					10051750	51700	95.00	1099:
					10051750	51700	95.00	1099:
					10051750	51700	95.00	1099:
					12051810	52600	531.10	1099:
					12051810	52600	531.10	1099:
1 APPROVED PAID INVOICES				TOTAL	9,218.75			
1 INVOICE(S)				REPORT POST TOTAL	9,218.75			



INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 738		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS .PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	9589		M061721L	22,126.95	.00	.00	9205876
		42257-998	6012021					
CASH 999	2021/09	INV 06/01/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 51700	DUE 06/17/2021	DESC:BCSO MONTHLY ADMIN FEES	6/1-7/1/21		79010790 51524	22,126.95	1099:
1 APPROVED PAID INVOICES					TOTAL	22,126.95		
1 INVOICE(S)					REPORT POST TOTAL	22,126.95		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239436	06/18/2021	PRINTED	184440 B A LEGACY SEED LLC	1,082.55			
239437	06/18/2021	PRINTED	184444 BLUE LION MANAGEMENT LLC	1,769.64			
239438	06/18/2021	PRINTED	180359 BOT HOLDINGS LLC	6,738.98			
239439	06/18/2021	PRINTED	187158 CANOPY INVESTMENT COMPANY	3,262.54			
239440	06/18/2021	PRINTED	187157 CARL D SKINNER	344.16			
239441	06/18/2021	PRINTED	187161 CODY LEWIS LLC	949.63			
239442	06/18/2021	PRINTED	192297 COOPER, OLLIE G AND CYNTH	3,446.65			
239443	06/18/2021	PRINTED	187162 COREY SINGLETON	833.88			
239444	06/18/2021	PRINTED	192250 DOVES, LLC	155.69			
239445	06/18/2021	PRINTED	191598 EUGENE GARY LEDLOW	72.55			
239446	06/18/2021	PRINTED	192218 FRANK ARTUS	8,615.49			
239447	06/18/2021	PRINTED	192261 GLS INVESTMENTS LLC	10,323.13			
239448	06/18/2021	PRINTED	192291 HASTINGS, MELINDA R	292.62			
239449	06/18/2021	PRINTED	174020 INTELLECTUAL VENTURES GRO	1,096.21			
239450	06/18/2021	PRINTED	130681 JEAN MARC PRESCOTT	5,011.05			
239451	06/18/2021	PRINTED	174019 JERE AUSTILL III	6,025.45			
239452	06/18/2021	PRINTED	164292 JOEL DUANE WILLIAMS	129.76			
239453	06/18/2021	PRINTED	192248 KEY, DONNVAN	274.38			
239454	06/18/2021	PRINTED	191609 LB WOODRUFF III	221.81			
239455	06/18/2021	PRINTED	191608 LEON LEWIS JR	199.75			
239456	06/18/2021	PRINTED	190499 MELVIN E LAMAR	263.95			
239457	06/18/2021	PRINTED	192314 NANCY M RABY LIVING TRUST	181.19			
239458	06/18/2021	PRINTED	192296 NUVIEW IRA FBO DOUGLAS GA	3,316.34			
239459	06/18/2021	PRINTED	192299 OLDE TOWNE, LLC	8,545.12			
239460	06/18/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	5,611.22			
239461	06/18/2021	PRINTED	192300 PROVENTUS PROPERTIES LLC	379.89			
239462	06/18/2021	PRINTED	180942 RELIABLE PROPERTIES LLC	2,403.57			
239463	06/18/2021	PRINTED	192302 RINES, RODNEY	187.20			
239464	06/18/2021	PRINTED	188785 SKG QRP, LLC	978.86			
239465	06/18/2021	PRINTED	188786 STACEY SAMPSON	1,730.98			
239466	06/18/2021	PRINTED	128433 TOMMY L WATSON	80.23			
239467	06/18/2021	PRINTED	128435 VICKIE E LEWIS	3,399.18			
			32 CHECKS	CASH ACCOUNT TOTAL	77,923.65	.00	

**PAID CHECK RUN REPORT**

CHECK RUN:M061821H

TO FISCAL 2021/01 10/01/2020 TO 09/30/2021

VENDOR NAME	DOCUMENT	INV DATE	PO	CHECK NO	T	CHK DATE	GL ACCOUNT	GL ACCOUNT DESCRIPTION	
1849 ALABAMA DEPT OF REVENUE	9701	06/18/21		9205877	W	06/18/21	144 21340	Lodgings Tax Payable	376.43
	INVOICE:	MAY 2021	LODGING TAX						
VENDOR TOTALS			.00 YTD INVOICED				2,320.94 YTD PAID		376.43
							REPORT TOTALS		376.43
							TOTAL WIRE TRANSFERS	COUNT	AMOUNT
								1	376.43

\*\* END OF REPORT - Generated by Robin Gail. Benson \*\*

INVOICE ENTRY PROOF LIST

CLERK: Lisa.Hacker		BATCH: 748		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
14125	00000 BLUE CROSS & BLU	9843 42257-999	7012021	M062121L	44,241.73	.00	.00	9205879
CASH 999	2021/09	INV 06/18/2021	SEP-CHK: N	DISC: .00				
ACCT 10010	DEPT 51700	DUE 06/21/2021	DESC:BCC	MONTHLY FEES 7/1-8/1/21		79010790 51520	44,241.73	1099:
1 APPROVED PAID INVOICES				TOTAL	44,241.73			
1 INVOICE(S)				REPORT POST TOTAL	44,241.73			

06/21/2021 12:26 Baldwin County, AL  
CDavis INVOICE ENTRY PROOF LIST

P 1  
apinvent

CLERK: CDavis BATCH: 747

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES							
10365 00000 ALABAMA INCOME T	9832 062121		P06121I	8,390.93	.00	.00	9205878
CASH 999	2021/09	INV 06/21/2021	SEP-CHK: N	DISC: .00	100 21530	8,390.93	1099:
ACCT 10010	DEPT 51700	DUE 07/21/2021	DESC:WTH - MAY PNI				
1 APPROVED PAID INVOICES				TOTAL	8,390.93		
1 INVOICE(S)				REPORT POST TOTAL	8,390.93		

06/23/2021 09:06 | Baldwin County, AL  
 CDavis | INVOICE ENTRY PROOF LIST

| P 1  
 | apinvent

CLERK: CDavis BATCH: 756

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES							
14116 00000 BALDWIN CNTY BOA	9947 9947		M062321I	18,650.65	.00	.00	9205881
CASH 999 2021/09 INV 06/23/2021	SEP-CHK: N	DISC: .00					
ACCT 10010 DEPT 51700 DUE 07/23/2021	DESC:CENSUS GRANT FLOW THROUGH						
					18070080 52130	18,650.65	1099: FACENBCBOE.0Grant Awa.0Pass-thro.0ADECA CEN
191392 00000 GULF SHORES BOAR	9948 9948		M062321I	1,349.35	.00	.00	9205882
CASH 999 2021/09 INV 06/23/2021	SEP-CHK: N	DISC: .00					
ACCT 10010 DEPT 51700 DUE 07/23/2021	DESC:CENSUS GRANT FLOW THROUGH						
					18070080 52130	1,349.35	1099: FACENGSCS .0Grant Awa.0Pass-thro.0ADECA CEN
2 APPROVED PAID INVOICES				TOTAL		20,000.00	
2 INVOICE(S)				REPORT POST TOTAL		20,000.00	

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239476	06/24/2021	PRINTED	192200 ADRIAN CHASTANG	1,065.18			
239477	06/24/2021	PRINTED	183258 ALABAMA WIDESPREAD HOLDIN	675.20			
239478	06/24/2021	PRINTED	010225 AUBURN UNIVERSITY	1,925.00			
239479	06/24/2021	PRINTED	097691 BALDWIN COUNTY SEWER SERV	1,507.29			
239480	06/24/2021	PRINTED	014005 BALDWIN EMC	1,987.00			
239481	06/24/2021	PRINTED	192249 BRIAN C DORGAN	1,291.26			
239482	06/24/2021	PRINTED	192240 CARLETHIA S. RUSHIN	540.05			
239483	06/24/2021	PRINTED	192246 CHRISTOPHER CALLAGHAN	818.83			
239484	06/24/2021	PRINTED	001874 COMMUNITY BANK	62,515.99			
239485	06/24/2021	PRINTED	192251 DON W & TRACY M REID	2,424.07			
239486	06/24/2021	PRINTED	192261 GLS INVESTMENTS LLC	3,802.60			
239487	06/24/2021	PRINTED	186426 GUARDIAN TAX AL LLC	11,409.00			
239488	06/24/2021	PRINTED	192220 HAYNES, JOSHUA BYRON	545.84			
239489	06/24/2021	PRINTED	192365 HOWARD, ANDREW	765.61			
239490	06/24/2021	PRINTED	174020 INTELLECTUAL VENTURES GRO	437.09			
239491	06/24/2021	PRINTED	130681 JEAN MARC PRESCOTT	497.02			
239492	06/24/2021	PRINTED	188800 KEN LETOURNEAU	3,201.65			
239493	06/24/2021	PRINTED	188801 KENNETH PAUL BRADLEY JR	8,769.17			
239494	06/24/2021	PRINTED	165236 MISTY & JASON PRESNALL	5,564.67			
239495	06/24/2021	PRINTED	019003 NORTH BALDWIN UTILITIES	24,345.77			
239496	06/24/2021	PRINTED	192299 OLDE TOWNE, LLC	7,601.37			
239497	06/24/2021	PRINTED	192298 PINE VALLEY ONE REAL ESTA	3,658.51			
239498	06/24/2021	PRINTED	192260 PRESCOTT, GLENDA TYLER	1,670.62			
239499	06/24/2021	PRINTED	051003 RIVIERA UTILITIES	699.77			
239500	06/24/2021	PRINTED	136371 THE GUARANTEE TITLE CO LL	750.00			
239501	06/24/2021	PRINTED	128434 TYLER MONTANA JUL PRESCOT	602.21			
239502	06/24/2021	PRINTED	164291 WESTMORELAND PROPERTIES L	747.59			
27 CHECKS				CASH ACCOUNT TOTAL	149,818.36		.00

INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham BATCH: 768 NEW INVOICES  
 DOCUMENT  
 VENDOR REMIT NAME INVOICE PO CHECK RUN NET AMOUNT EXCEEDS PO BY PO BALANCE CHK/WIRE

APPROVED PAID INVOICES

10	0000	BALDWIN CNTY SHE	10026		I062421B	871,018.19	.00	.00	9205887
			6242021						
CASH 999	2021/09	INV 06/24/2021	SEP-CHK: N	DISC: .00		10052100 52910	285,762.37	1099:	
ACCT 10010	DEPT 51700	DUE 06/24/2021	DESC: Sheriff's	PR 6/25/21		10052200 52910	154,437.07	1099:	
						708 22797	11,034.89	1099:	
						10052100 52910	274,116.26	1099:	
						10052200 52910	133,897.57	1099:	
						708 22797	11,770.03	1099:	

1 APPROVED PAID INVOICES TOTAL 871,018.19

1 INVOICE(S) REPORT POST TOTAL 871,018.19



## INVOICE ENTRY PROOF LIST

CLERK: Amanda.Cunningham		BATCH: 770		NEW INVOICES					
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE	
APPROVED PAID INVOICES									
14125	00000 BLUE CROSS & BLU	10028		M062421L	127,886.33	.00	.00	9205880	
		42257 999 6182021							
CASH 999	2021/09	INV 06/24/2021	SEP-CHK: N	DISC: .00			2,406.00	1099:	
ACCT 10010	DEPT 51700	DUE 06/24/2021	DESC:WEEKLY CLAIMS	6/14-6/18/21			3,025.20	1099:	
							651.74	1099:	
							119,365.54	1099:	
							2,186.02	1099:	
							251.83	1099:	
14125	00000 BLUE CROSS & BLU	10029		M062421L	45,591.26	.00	.00	9205888	
		42257 998 6242021							
CASH 999	2021/09	INV 06/24/2021	SEP-CHK: N	DISC: .00			279.40	1099:	
ACCT 10010	DEPT 51700	DUE 06/24/2021	DESC:BCSO WEEKLY CLAIMS	6/14-6/18/21			1,175.45	1099:	
							97.00	1099:	
							186.22	1099:	
							33,457.99	1099:	
							10,783.71	1099:	
							-388.51	1099:	
2 APPROVED PAID INVOICES				TOTAL	173,477.59				
2 INVOICE(S)				REPORT POST TOTAL	173,477.59				

**PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT**

**Detail Invoice List**

CHECK RUN: HR62421H 06/24/2021  
 DUE DATE: 06/24/2021

CASH ACCOUNT: 999		10010	Treasury Pooled Cash							
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK	
999995	DRF APARTMENTS LLC-LA	0000	INV	06/24/2021	ERAP 121		10017			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	9,500.00					
						9,500.00				
					<b>CHECK TOTAL</b>	<b>9,500.00</b>				
999995	MCCONNELL RENTALS, LLC	0000	INV	06/24/2021	ERAP 113		10016			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	9,800.00					
						9,800.00				
					<b>CHECK TOTAL</b>	<b>9,800.00</b>				
999995	MCCONNELL RENTALS, LL	0000	INV	06/24/2021	ERAP 110		10015			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	8,400.00					
						8,400.00				
					<b>CHECK TOTAL</b>	<b>8,400.00</b>				
999995	MIAMI BALDWIN LLC	0000	INV	07/24/2021	ERAP 414		10019			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	5,930.00					
						5,930.00				
					<b>CHECK TOTAL</b>	<b>5,930.00</b>				
999995	SEVILLA PLACE APARTME	0000	INV	06/24/2021	ERAP 105		10014			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	5,945.00					
						5,945.00				
					<b>CHECK TOTAL</b>	<b>5,945.00</b>				
999995	SUNQUEST PROPERTIES O	0000	INV	06/24/2021	ERAP 384		10018			
	<b>ACCOUNT DETAIL</b>				<b>LINE AMOUNT</b>					
	1 281	23515	FGRNTSIB	Emr Rent	7,350.00					
						7,350.00				
					<b>CHECK TOTAL</b>	<b>7,350.00</b>				
<b>6</b>	<b>INVOICES</b>					<b>46,925.00</b>				<b>46,925.00</b>
					<b>WARRANT TOTAL</b>					

# PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

## Preliminary Check Run Summary

CHECK RUN: HR62421H 06/24/2021  
 DUE DATE: 06/24/2021

FUND	ORG.	ACCOUNT	AMOUNT	AVLB BUDGET
281	281	Federal Grants IB 281.00000.23515.00.000.00000.00.0000.	Emergency Rental Assi 46,925.00	
			<b>FUND TOTAL</b>	<b>46,925.00</b>
			<b>WARRANT SUMMARY TOTAL</b>	<b>46,925.00</b>
			<b>GRAND TOTAL</b>	<b>46,925.00</b>

06/24/2021 09:43 | Baldwin County, AL  
CDavis | INVOICE ENTRY PROOF LIST

| P 1  
| apinvent

CLERK: CDavis BATCH: 763

NEW INVOICES

VENDOR REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES							
10365 0000 ALABAMA INCOME T	10021 10021		P06121I	41.38	.00	.00	9205886
CASH 999 2021/09 INV 06/24/2021	SEP-CHK: N	DISC: .00					
ACCT 10010 DEPT 51700 DUE 07/24/2021	DESC:WTH May 21 - INT				10051700 54990		41.38 1099:
1 APPROVED PAID INVOICES				TOTAL	41.38		
1 INVOICE(S)				REPORT POST TOTAL	41.38		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9205884	06/25/2021	MANUAL	051059 RETIREMENT SYSTEMS OF AL	154,650.94			
9205885	06/25/2021	MANUAL	054188 IRS-TAX PAYMENT	241,501.38			
			2 CHECKS				
			CASH ACCOUNT TOTAL	396,152.32			
					.00		

## AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999      10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
239468	06/25/2021	PRINTED	094828 ALABAMA CHILD SUPPORT PAY	2,651.97			
239469	06/25/2021	PRINTED	180373 BALDWIN CNTY COMMISSION -	12,951.50			
239470	06/25/2021	PRINTED	186456 BALDWIN CNTY COMMISSION -	280,379.50			
239471	06/25/2021	PRINTED	184047 DANIEL O'BRIEN	821.84			
239472	06/25/2021	PRINTED	189015 DEPARTMENT OF CHILDREN AN	193.84			
239473	06/25/2021	PRINTED	000717 FLEXIBLE BENEFITS	9,556.99			
239474	06/25/2021	PRINTED	112221 JODY L WISE CIRCUIT CLERK	50.00			
239475	06/25/2021	PRINTED	040627 NATIONWIDE RETIREMENT SOL	27,541.03			
8 CHECKS							
CASH ACCOUNT TOTAL				334,146.67			.00

INVOICE ENTRY PROOF LIST

CLERK: R BENSON		BATCH: 777		NEW INVOICES				
VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
182668	00000 RYNO CONSULTING	10143 8136		I062521A	818.40	.00	.00	9205889
CASH 511	2021/09	INV 06/22/2021	SEP-CHK: N	DISC: .00		51154801 51500		818.40 1099:
ACCT 11000	DEPT 555	DUE 06/25/2021	DESC:MONTHLY PAY FLOW FEE					
1 APPROVED PAID INVOICES					TOTAL	818.40		
1 INVOICE(S)				REPORT POST TOTAL	818.40			



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-0966, **Version:** 1

**Item #:** FA1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Wayne Dyess, County Administrator

**Submitted by:** Michelle Howard, Commission Executive Assistant

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### ITEM TITLE

American Veterans (AmVets) Post 316 - New Post Introduction

### STAFF RECOMMENDATION

Mr. Isaac S. Brownlow, III, Post Commander for American Veterans (AmVets) Post 316, will be in attendance to introduce the newest veterans' support organization and discuss services provided.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** The Commission Administration staff received a request letter on May 26, 2021, from Mr. Isaac S. Brownlow, III, Post Commander for the AmVets Post 316 to introduce the new post and to outline the services, events and opportunities the post offers to Baldwin County veterans and residents. (See attached request letter to Baldwin County Commissioners.)

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A



**Reviewed/approved by: N/A**

**Additional comments: N/A**

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation? N/A**

**If the proof of publication affidavit is not attached, list the reason: N/A**

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up: N/A**

**Individual(s) responsible for follow up: N/A**

**Action required (list contact persons/addresses if documents are to be mailed or emailed):  
N/A**

**Additional instructions/notes: N/A**



4BCC  
WD  
RC

May 21, 2021

Baldwin County Commissioners  
312 Courthouse Square, Suite 12  
Bay Minette, AL 36507

Hello Commissioners:

My name is Isaac S. Brownlow III. I am the Post Commander for AmVets Post 316, the newest veterans' support organization serving your residents. We welcome this opportunity to request a few minutes at an upcoming Commission meeting to introduce our new post and to outline the services, events and opportunities the post opens to the county.

In many communities, posts such as ours are closing. We are proud to create a new and vibrant tradition right here in Central Baldwin County to serve our veterans and the entire community through programs such as JROTC, Americanism in schools, blood drives, an active Toys For Tots program and intergenerational programs that introduce young people to veterans and a career of service to our country.

We are eager to learn how best to engage with the existing resources already available in your community to partner for the betterment of the entire Baldwin County area. We also hope to provide a bridge to bringing these varied veteran communities together to build a solid foundation for further service programming.

Our temporary home will be in the 59 North Business Center, 22533 Highway 59 North, in Robertsdale. This location offers our young post a host of flexible services, space and equipment to get our post operating efficiently and cooperatively from day 1. Our first official meeting was April 20. We meet the third Tuesdays of each month at 6 p.m. and welcome all visitors and potential members. We invite you to check us out and see exactly what AmVets Post # 316 is all about.

Please contact a Post member at (251) 421-6786 or [amvetsal@gmail.com](mailto:amvetsal@gmail.com) to schedule a time for us to attend a Council meeting or for more information regarding AmVets.

Sincerely,

Isaac S. Brownlow III  
Post Commander  
AL AmVets Post 316



# Baldwin County Commission

## Agenda Action Form

---

**File #:** 21-1014, **Version:** 1

**Item #:** FQ1

---

**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Deidra Hanak, Personnel Director

**Submitted by:** Deidra Hanak, Personnel Director

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### ITEM TITLE

Discussion of County Holiday Schedule

### STAFF RECOMMENDATION

Discuss the addition of the new federal Juneteenth Independence Day holiday and the 2021 Christmas holiday schedule.

### BACKGROUND INFORMATION

**Previous Commission action/date:** N/A

**Background:** Due to the addition of the new federal Juneteenth Independence Day holiday, consideration is asked to add the holiday to the employee handbook as a recognized paid holiday.

Additionally, it is requested to consider adding a one-time holiday change for the 2021 Christmas Holidays. The County's adopted policy recognizes Christmas Eve and Christmas Day for employee holidays. If a holiday falls on a Saturday, the holiday is observed on the preceding Friday and if the holiday falls on a Sunday, the holiday is observed on Monday. With Christmas Eve being on a Friday, it is requested that the Commission consider the 2021 Christmas holiday be observed on Thursday, December 23, 2021 and Friday, December 24, 2021.

### FINANCIAL IMPACT

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**

N/A

### LEGAL IMPACT

**Is legal review necessary for this staff recommendation and related documents?**

N/A

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** N/A

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** N/A

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**

N/A

**Additional instructions/notes:** N/A

## **IV.F. Holidays**

Baldwin County observes the holidays listed below. Full-time employees are eligible to be paid for these holidays if he or she is in a paid status. The Commission will announce any additional holidays. Offices may be closed without further notice on the following days:

- New Year's Day;
- Martin Luther King, Jr. Day;
- President's Day;
- Mardi Gras Day;
- Good Friday;
- Memorial Day;
- Independence Day;
- Labor Day;
- Veteran's Day;
- Thanksgiving Day;
- Day after Thanksgiving;
- Christmas Eve; and
- Christmas Day.

If a holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on Monday.

Employees are required to be present at work on the workday scheduled immediately preceding and following a holiday unless leave has been pre-approved. If an employee is absent due to illness, he or she must present a doctor's excuse to be paid for the holiday. If an employee is on leave without pay the day before or the day after a holiday or has leave without pay for the whole week of the holiday, then the employee will not be eligible for holiday pay.

All eligible full-time and Appointed/Appointed Contract employees shall receive eight (8) hours pay at their regular base pay rate for each paid holiday. Should any hourly employee be required to work on a holiday, he or she shall receive holiday pay plus hours worked.

If an employee wishes to observe a religious holiday, the employee must communicate with his or her supervisor to make arrangements. Annual leave will be used for time off taken for religious holidays. If the employee has no accrued annual leave, he or she shall use leave without pay.



# Baldwin County Commission

## Agenda Action Form

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**File #:** 21-1025, **Version:** 1

**Item #:** FR1

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**Meeting Type:** BCC Regular Meeting

**Meeting Date:** 7/6/2021

**Item Status:** New

**From:** Matthew Brown, Interim Planning and Zoning Director

**Submitted by:** Matthew Brown, Interim Planning and Zoning Director

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### **ITEM TITLE**

Amendment to the Baldwin County Subdivision Regulations

### **STAFF RECOMMENDATION**

Discuss a proposed schedule and plan for amending the Baldwin County Subdivision Regulations

### **BACKGROUND INFORMATION**

**Previous Commission action/date:** N/A

#### **Background:**

The Baldwin County Planning and Zoning Department would like to propose a general slate of amendments to the Baldwin County Subdivision Regulations. These amendment categories may include:

- Review of post-2008 regulation changes and potential reversion to 2008 language as appropriate.
- Providing additional options to applicants regarding wetlands on proposed subdivisions, while simultaneously ensuring protection of those wetlands.
- Adjustment to sidewalk construction timing requirements
- Incorporation of provisions related to broadband access for new developments.
- General clean-up and clarification changes to remove ambiguity for the public and incorporate industry standard language
  - Changing "Development Permit" to "Preliminary Plat."
  - Changing "Planned Development" to "Multi-Unit Development" or "Multiple Occupancy Project"

Proposed schedule:

July 16, 2021 - Voluntary Stakeholder Meeting - Central Annex at 2 PM.

July 19, 2021 - Commission Work Session: Discussion item with proposed draft for publication

July 28th, August 4th, and August 11th - Required Advertising

August 16 & 17, 2021 - Commission Work Session and then Regular Meeting with Public Hearing on the proposed amendments.

**FINANCIAL IMPACT**

**Total cost of recommendation:** N/A

**Budget line item(s) to be used:** N/A

**If this is not a budgeted expenditure, does the recommendation create a need for funding?**  
N/A

**LEGAL IMPACT**

**Is legal review necessary for this staff recommendation and related documents?**  
Will coordinate with legal throughout.

**Reviewed/approved by:** N/A

**Additional comments:** N/A

**ADVERTISING REQUIREMENTS**

**Is advertising required for this recommendation?** Yes

**If the proof of publication affidavit is not attached, list the reason:** N/A

**FOLLOW UP IMPLEMENTATION**

**For time-sensitive follow up, select deadline date for follow up:** N/A

**Individual(s) responsible for follow up:** Planning and Zoning Staff

**Action required (list contact persons/addresses if documents are to be mailed or emailed):**  
N/A

**Additional instructions/notes:** N/A