Baldwin County Commission

Work Session Meeting Agenda
Tuesday, September 6, 2022
8:30 AM

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

Regular Meeting Agenda
Tuesday, September 6, 2022
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 Matthew P. McKenzie
District 3 – Commissioner Billie Jo Underwood
District 4 – Commissioner Charles F. Gruber

All individuals wishing to speak during public hearings or public comments must fill out a speaker form. Comments from individuals should be limited to 3 minutes; groups are asked to select a spokesperson to speak on behalf of the group with comments 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.

Comments or questions may be submitted to County Commissioners at:
https://www.baldwincountyal.gov/government/baldwin-county-commission
or by telephone at: 251.937.0264

WELCOME BY CHAIRMAN, INVOCATION AND PLEDGE OF ALLEGIANCE

A ADOPTION OF MINUTES

August 5, 2022, Special Meeting (Budget Deliberations)
August 11, 2022, Special Meeting (Budget Deliberations)
August 15, 2022, Special Meeting (Appointed Department Heads)
August 16, 2022, Regular Meeting

B COMMITTEE REPORTS

BA FINANCE/ADMINISTRATION DIVISION

BA1 Payment of Bills **22-1395**

BA2 Notification of Interim Payments Approved by Clerk/Treasurer as Allowed Under Policy 8.1 **22-1394**

C CONSENT

CA ADMINISTRATION

CA1 City of Daphne - Annexation Notification **22-1411**

CA2 City of Robertsdale - Annexation Notification **22-1442**

CA3 Baldwin County Board of Human Resources - Board Appointment(s) **22-1399**

CA4 Alabama Department of Youth Services Agency Grant Agreement for Fiscal Year 2022 - 2023 **22-1427**

CA5 Request from City of Foley - Letter of Support for Safe Streets and Roads for All Grant Application to Include Census Tract 110 **22-1423**

CA6	Librarian of Public Law Library - Considerations Related to Employment Contract - Amended Employment Contract	**22-1397**
CA7	National Multiple Sclerosis Society - Alabama-Mississippi Chapter's Annual Bike MS: Tour de Beach Fundraising Event 2022	**22-0973**
CA8	Revision of County Take Home Vehicle List - September 2022	**22-1409**
CA9	Sale of Surplus Chairs on GovDeals.com by Administration Department	**22-1363**
CA10	Space Allocation in County Facilities - Central Annex in Robertsdale, Alabama	**22-1356**
CB	**ANIMAL CONTROL**	
CB1	Professional Services Agreements with Surgery Center at Safe Harbor for Trap-Neuter-Return (TNR) and Veterinarian Services	**22-1361**
CD	**BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)**	
CD1	Amendment of Previous Commission Action Related to Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5307 Urban Transportation Grant Program	**22-1384**
CD2	Amendment of Previous Commission Action Related to Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5311 Rural Transportation Grant Program	**22-1378**
CD3	License Agreement with Cypress Spanish Fort III, LLC for Spanish Fort Transit Hub	**22-1309**
CD4	Request for Baldwin Regional Area Transit System Service from Daphne Senior Center to Foley Train Museum	**22-1379**
CE	**BUDGET/PURCHASING**	
CE1	Competitive Bid #WG22-45A - Provision of Painting and Drywall Services for the Baldwin County Commission	**22-1414**
CE2	Competitive Bid #WG22-53A - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission	**22-1410**
CE3	Competitive Bid #WG22-56 - Provision of Vehicle Detergent for the Baldwin County Commission	**22-1368**
CE4	Competitive Bid #WG22-58 - Phase II and III of Purchase and Installation of Security Equipment for New Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette, Alabama	**22-1446**

CE5	Competitive Bid #WG22-63 - Provision of IP Telephone Sets for the Baldwin County Commission	**22-1373**
CE6	Competitive Bid #WG22-64 - Provision of Alternate Daily Cover Material for the Baldwin County Commission	**22-1374**
CE7	Competitive Bid #WG22-65 - Provision of Bituminous Materials for the Baldwin County Commission	**22-1391**
CE8	Competitive Bid #WG22-66 - Provision of Off-site Inmate Healthcare Billing Services for the Baldwin County Correctional Facility	**22-1426**
CE9	Competitive Bid #WG22-67 - Provision of Janitorial Services for the Baldwin County Highway Maintenance Facility (Area 100) Located in Bay Minette, Alabama for the Baldwin County Commission	**22-1443**
CE10	Transfer of One (1) Vehicle from the Baldwin County District Attorney's Office to the Baldwin County Coroner's Office	**22-1369**
CE11	Sales and Use Tax Collection Agreement with Gulf Shores City Board of Education	**22-1365**
CE12	Sales and Use Tax Collection Agreement with Orange Beach City Board of Education	**22-1396**
CI	**COUNCIL ON AGING**	
CI1	Fiscal Year 2022-2023 Title III Older Americans Act Contract with South Alabama Regional Planning Commission	**22-1141**
CJ	**ELECTED OFFICIALS**	
CJ1	Baldwin County Sheriff's Office - Tri-party Intergovernmental Service Agreement with City of Bay Minette for Housing of Prisoners at Baldwin County Corrections Center	**22-1405**
CJ2	Baldwin County Sheriff's Office - Tri-party Intergovernmental Service Agreement with City of Loxley for Housing of Prisoners at Baldwin County Corrections Center	**22-1404**
CJ3	Baldwin County Sheriff's Office - Memorandums of Understanding for School Resource Officer (SRO) Program at Baldwin County Public Schools	**22-1032**
CJ4	Baldwin County Sheriff's Office - Contract for Law Enforcement Services for Town of Magnolia Springs	**22-1403**
CK	**EMERGENCY MANAGEMENT AGENCY (EMA)**	
CK1	Letter of Intent - DR-4632 (Severe Storms and Flooding) Hazard Mitigation Grant Program	**22-1382**

CL ENVIRONMENTAL MANAGEMENT

CL1	Annual Christmas Tree Recycling Program - 2022	**22-1408**
CL2	Baldwin County Solid Waste Department - 2022 Holiday Schedule	**22-1402**
CL3	Baldwin County Solid Waste Uncollectible Commercial Accounts - September 2022	**22-1389**
CL4	Baldwin County Solid Waste Uncollectible Residential Accounts - September 2022	**22-1385**
CL5	Bay Area Radio Control Society (BARCS) - Magnolia Landfill Land Lease Agreement	**22-1393**
CL6	Resolution #2022-155 - Fiscal Year 2022 Solid Waste Budget Adjustment	**22-1380**
CL7	Revision of Baldwin County Commission Policy 7.6 - Solid Waste Residential Garbage Service Rates and Late Fees	**22-1386**

CN HIGHWAY

CN1	Case No. S-14013 - Magnolia Shores Phase One - Release Maintenance Bond	**22-1419**
CN2	Case No. S-19037 - Tensaw Estates - Release Maintenance Bond	**22-1413**
CN3	Funding Request Letter to ALDOT for Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Formula Program	**22-1400**
CN4	License Agreement No. 22011 - Marlow Ferry Park	**22-1398**
CN5	Project No. 0220919 / HW19209000 - Sonnie Lynn Lane - Quitclaim Deed	**22-1429**

CQ PERSONNEL

CQ1	Baldwin Regional Area Transit System Department - Position Change	**22-1430**
CQ2	Central Annex I - Employment of One (1) Custodian Position	**22-1431**
CQ3	Highway Department (Bay Minette) - Promotion of Employee	**22-1432**
CQ4	Highway Department (Foley) - Employment of One (1) Operator Technician I Position	**22-1433**
CQ5	Highway Department (Silverhill) - Personnel Changes	**22-1434**
CQ6	Juvenile Detention Center - Employment of One (1) Part-time Detention Worker I Position	**22-1436**

CQ7 Parks Department - Promotion of Employees **22-1444**

CQ8 Request for Leave of Absence - Fairhope Courthouse **22-1437**

CQ9 Revenue Commission - Appointment of Chief Clerk of Collections **22-1439**

CQ10 Solid Waste Department - Personnel Changes **22-1440**

CQ11 Transfer of One (1) Vehicle from Personnel Department to Commission Administration Department **22-1438**

D PRESENTATIONS

E PUBLIC HEARINGS

F OTHER STAFF RECOMMENDATIONS

FA ADMINISTRATION

FA1 South Alabama Mega Site Development Project - Engineering Services **22-1390**

FA2 Resolution #2022-163 Amending Resolutions #2022-102 and #2022-158 by Eliminating and Terminating Temporary Premium Pay Payments From County Funds for Certain Exempt Employees **22-1456**

FA3 Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars **22-1388**

FA4 *Certification and Declaration of the Final Results of the Special School Tax Election Held on August 30, 2022, in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama **22-1412**

FL ENVIRONMENTAL MANAGEMENT

FL1 Magnolia Landfill Cell 9 - Construction Services **22-1445**

FP PARKS

FP1 Naming of Bon Secour Park / Boat Launch on County Road 6 **22-1415**

FP2 Funding for Pedestrian Bridge Connecting Bicentennial Park and Live Oak Landing **22-1422**

G COMMISSIONER REQUESTS

H ADDENDA

HA GENERAL

HA1	Request from Mobile Bay National Estuary Program - Letter of Support for NOAA Grant Proposal - Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed	**22-1460**
HA2	Request for Use of Bohemian Park for Filming of Streaming Docu-Series “Love in Fairhope”	**22-1417**
HA3	Transfer Highway Department Equipment to Various Highway Department Divisions / Locations	**22-1425**

I SENIOR STAFF REPORT

J COUNTY ATTORNEY'S REPORT

K PUBLIC COMMENTS

L PRESS QUESTIONS

M COMMISSIONER COMMENTS

N ADJOURNMENT

Baldwin County Commission

Agenda Action Form

File #: 22-1395, **Version:** 1 **Item #:** BA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

ITEM TITLE
Payment of Bills

STAFF RECOMMENDATION
Pay bills totaling $19,306,559.59 (nineteen million, three hundred six thousand, five hundred fifty-nine dollars and fifty-nine 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, $12,702,021.83 (twelve million, seven hundred two thousand, twenty-one dollars and eighty-three cents) is payable to the Baldwin County Board of Education and $940,712.36 (nine hundred forty thousand, seven hundred twelve dollars and thirty-six 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: September 6, 2022

Vendor Name		Brief Description
Baldwin County Board of Education	10,952,035.53	Sales Tax
	1,749,986.30	Use Tax
	358,478.93	Casual Sales Tax; Jul 2022
Gulf Shores Board of Education	810,168.58	Sales Tax
	130,543.78	Use Tax
	26,289.47	Casual Sales Tax; Jul 2022
Regions Bank Corp Trust	185,220.83	2020 PBA; SEPT 2022
	96,487.50	2021 PBA; SEPT 2022
ASSN of County Commissioners	737,211.76	2nd Half Administrative Fees; ARPA
	595.03	Contract Services
Mobile Asphalt Co LLC	649,642.49	Road Building Materials
Thompson Tractor Co	298,363.00	Equipment; Hwy
	101,286.52	Repair and Maitenance Equipment
	10,265.50	Rental Expense' S/W
Coastal Alabama Community College	231,450.91	Sales Tax
	1,083.19	Casual Sales Tax; Jul 2022
Davison Fuels & Oil LLC	211,363.75	Fuel
QCHC of Alabama, LLC	184,061.65	Medical Services
Symbol Health Solutions	134,767.10	Medical Services
Administrative Office of Courts	108,571.33	3rd Qtr FY2022 Judicial
	14,150.96	3rd FY2022 Juvenile
Wesco Receivables Corp	111,124.09	Commission Sponsored Events Expenses; Archives
	4,728.95	Repair Maintenance Buildings Expenses
Baldwin Youth Services	95,351.20	Sales Tax
	446.68	Casual Sales Tax; Jul 2022
Wastequip Manufacturing Co LLC	82,513.72	Load Container; S/W
North Baldwin Infirmary	77,627.43	Medical; Sheriff's
South Alabama Regional	69,519.90	Temporary Service
Converge One Inc	67,614.50	Software & Hardware
District Attorney's Office	47,647.99	Sales Tax; Act 2017-447
	2,600.00	Training; First Relponder Trauma & Compassion FA
	2,575.25	Mental Health Court; Jul 2022
	223.34	Casual Sales Tax; July 2022 Act 2017-447
Graestone Aggregates LLC	52,608.34	Road Building Materials
AltaPointe Health Systems, Inc.	45,360.00	Cigarette Tax; Jul 2022
CDW - Government Inc	45,123.12	Computer Support Services and Supplies
Duramax Holdings LLC	44,206.00	Garbage Carts
Design Workshop Inc	43,362.19	Contract Services
City of Foley	42,547.23	SRO; 04/22-06/22
Gulf States Distributors	42,163.00	Tactical Supplies; Sheriff's
Petroleum Traders Corporation	40,022.80	Fuel
Peregrine Corporation	40,000.00	2022 Property Tax Mailing
Baldwin County Economic Development Alliance	35,805.05	Sales Tax
Juvenile Detention Facility	34,411.04	Cigarette Tax; Jul 2022
TSA Inc	33,973.00	Computer Support Services and Expenses
Neel-Schaffer Inc	32,244.04	Professional Services
Stone Crosby	31,036.15	Legal Services
Delta Flooring Inc	30,048.50	Contract Services
PPM Consultants Inc	26,500.00	Professional Services
GSP Marketing Inc	26,290.02	Repair & Maintenance
Sain Associates Inc	25,290.50	Contract Services
City of Orange Beach	24,728.73	SRO; 04/22-06/22
Adams and Reese LLP	23,879.62	Professional Services
McGriff Tire Co., Inc.	23,750.10	Tires
Laballa Associates, DPC PC	23,683.60	Professional Services
Mott MacDonald Consultants Inc	20,733.10	Contract Services
TOTAL	18,341,763.29	

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
1	4IMPRINT INC	436.48
2	9 TO 5 SEATING LLC	752.44
3	AARON MEDIA SERVICES	3,000.00
4	AARON'S LOCK SERVICE	160.00
5	ACCURATE CONTROL EQUIPMENT	301.80
6	ACTION SCREEN PRINTING	510.00
7	ADAMS AND REESE LLP	23,879.62
8	ADMINISTRATIVE OFFICE OF COURTS	122,722.29
9	ADT SECURITY SERVICES INC	58.89
10	ADVANCED ASPHALT PRODUCTS LLC	2,160.00
11	ADVANTAGE ELEVATOR INSP AND CONS	360.00
12	AGROMAX LLC	1,617.60
13	AIRGAS USA LLC	2,074.16
14	AL JUDICIAL COLLEGE EDUCATION FUND	675.00
15	AL STATE DEPT OF REVENUE	74.00
16	ALABAMA AUTO SERVICE CENTERS INC	9,296.82
17	ALABAMA COASTAL RADIOLOGY PC	951.80
18	ALABAMA FLAG & BANNE	2,363.90
19	ALABAMA MEDIA GROUP	6,385.02
20	ALABAMA PIPE & SUPPLY CO INC	9,067.84
21	ALABAMA REAL ESTATE APPRAISERS BOARD	750.00
22	ALTA POINTE HEALTH SYSTEMS INC	45,360.00
23	AMERSON ROOFING INC	3,098.00
24	ANDREW'S DIESEL & AUTOMOTIVE REPAIR	113.22
25	ANESTHESIOLOGISTS ASSOCIATED PC	189.63
26	ANIMAL CARE EQUIPMENT & SERVICES LLC	19.02
27	ANTHONY GRIFFIN SR	71.18
28	ASHLEY CAMPBELL	339.00
29	ASSN OF ALABAMA TAX ADMINISTRATOR	750.00
30	ASSN OF COUNTY COMMISSIONERS	737,806.79
31	AUBURN UNIVERSITY	3,600.00
32	AUDRA MIZE	56.25
33	AUTO ZONE - ROBERTSDALE	3,054.51
34	B & L CABLE CONSTRUCTION LLC	17,088.00
35	B I INCORPORATED	14,876.00
36	B&H PHOTO & ELECTRONICS CORP	7,437.02
37	BAGBY & RUSSELL ELECTRIC CO INC	16,500.00
38	BALDWIN CNTY BOARD OF EDUCATION	13,060,500.76
39	BALDWIN CNTY CORONER'S OFFICE	451.15
40	BALDWIN CNTY ECONOMIC DEVELOPMENT ALLIANCE	35,805.05
41	BALDWIN CNTY HUMAN RESOURCES DEPT	782.07
42	BALDWIN CNTY JUDGE OF PROBATE	2,012.70
43	BALDWIN CNTY PROBATE COURT	50.00

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
44	BALDWIN CNTY SHERIFF'S BOYS RANCH	2,346.21
45	BALDWIN CNTY SHERIFF'S OFFICE	10,148.74
46	BALDWIN CNTY SOLID WASTE	904.59
47	BALDWIN CNTY UNITED	1,200.00
48	BALDWIN FAMILY VIOLENCE SHELTER	2,346.21
49	BALDWIN SIGNS	480.00
50	BALDWIN YOUTH SERVICES	95,797.88
51	BARBARA PATE	49.89
52	BAY IMAGES	38.25
53	BAY MINETTE BUILDING SUPPLY	596.90
54	BAY MINETTE YOUTH PROGRAM	2,346.21
55	BAY PEST CONTROL COMPANY INC	886.00
56	BAY SIDE RUBBER & PRODUCTS	3,258.75
57	BAY UTILITY TRAILERS INC	40.00
58	BAY WINDOWS	45.00
59	BEARD EQUIPMENT - POWERPLAN	1,618.23
60	BEHAVIORAL HEALTH SYSTEMS INC	1,178.93
61	BENSON'S APPLIANCE CENTER	545.00
62	BILLIE J UNDERWOOD	429.11
63	BLACKLIDGE EMULSIONS INC	1,440.69
64	BLOSSMAN GAS INC - FOLEY	377.15
65	BOB BARKER CO INC	134.28
66	BRENDA Q GANEY	383.33
67	BUILDERS HARDWARE & SUPPLY CO	657.19
68	C R PATE LOGGING, INC	14,737.85
69	CAMPBELL HARDWARE & SUPPLY CO	812.66
70	CAPITAL ONE	258.08
71	CARE HOUSE INC	5,865.51
72	CARLTON REECE LOTT	900.00
73	CASCADE ENGINEERING INC	5,168.00
74	CAVCO, INC.	3,848.02
75	CDG ENGINEERS AND ASSOCIATES	12,120.25
76	CDW - GOVERNMENT, INC	45,123.12
77	CENTRAL BALDWIN VETERINARY HOSPITAL	255.38
78	CERTIFIED LABORATORIES DIVISION	3,234.00
79	CHAMBERS GLASS	230.00
80	CHARM-TEX INC	652.36
81	CHESTANG, SHERRY L	2,000.00
82	CHUCK STEVENS AUTO INC	9,842.01
83	CHUCK STEVENS CHEVROLET OF BAY MINETTE	858.81
84	CINDY HABER CENTER INC	9,775.86
85	CINTAS CORPORATION NO 2	2,338.59
86	CINTAS FIRST AID & SAFETY	376.66

Baldwin County Commission
Accounts Payable Payments
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	Vendor Summary	Totals
87	CITY OF BAY MINETTE	18,506.77
88	CITY OF DAPHNE	2,655.93
89	CITY OF DAPHNE YOUTH PROGRAM	2,346.20
90	CITY OF FAIRHOPE YOUTH PROGRAM	2,346.21
91	CITY OF FOLEY	42,547.23
92	CITY OF FOLEY YOUTH PROGRAM	2,346.21
93	CITY OF LOXLEY	7,568.81
94	CITY OF ORANGE BEACH	24,728.73
95	CNA SURETY	100.00
96	COASTAL ALABAMA COMMUNITY COLLEGE	232,534.10
97	COASTAL INDUSTRIAL SUPPLY	10,566.41
98	COBLENTZ EQUIPMENT & PARTS CO	8,712.72
99	COCA COLA UNITED	751.88
100	COCKRELL'S BODY SHOP OF ROBERTSDALE	3,794.71
101	COMMERCIAL & COIN LAUNDRY EQUIPMENT CO	1,030.78
102	COMMUNICATIONS INTERNATIONAL INC	9,720.00
103	CONSOLIDATED PIPE & SUPPLY	255.00
104	CONVERGE ONE INC	67,614.50
105	CORLEY AUTO CARE	245.68
106	CORPORATE BILLING	401.24
107	COWIN EQUIPMENT CO - MOBILE	19,071.88
108	CREEK CLEAN, LLC	643.50
109	CRITTER GITTER PEST CONTROL	185.00
110	CUSTOM CREATIONS & BEYOND	1,250.00
111	DADE PAPER & BAG CO	15,872.67
112	DANA AUSTIN	42.38
113	DANA SAFETY SUPPLY INC	3,089.16
114	DANNY'S HYDRAULICS	635.42
115	DAVISON FUELS & OIL LLC	211,363.75
116	DAWN HOUSE	2,346.21
117	DEANNA VICICH COX	3,150.00
118	DELTA COMPUTER SYSTEMS INC	15,546.02
119	DELTA FLOORING INC	30,048.50
120	DESIGN WORKSHOP INC	43,362.19
121	DEWBERRY ENGINEERS INC	695.99
122	DIAGNOSTIC & MEDICAL CLINIC	68.10
123	DISTRICT ATTORNEY'S OFFICE	53,046.58
124	DURAMAX HOLDINGS LLC	44,206.00
125	DYKES VETERINARY CLINIC	2,339.00
126	EARL PARKER	1,600.00
127	EASTERN SHORE INFLATABLES	6,198.00
128	ECHOSAT INC	493.04
129	ELANCO US, INC	2,307.11

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	Vendor Summary	Totals
130	ELKINS EARTHWORKS LLC	83.00
131	EMERGENCY LIGHTING BY HAYNES LLC	18,090.80
132	EMPIRE TRUCK SALES INC	4,658.67
133	ENNIS-FLINT INC	3,175.20
134	EQUIPMENT SALES CO	6,265.22
135	EVANS & COMPANY	12,562.00
136	EXPRESS OIL CHANGE	581.53
137	FEDEX	100.75
138	FERGUSON ENTERPRISES INC - DAPHNE	59.99
139	FERGUSON ENTERPRISES-LOXLEY	2,694.66
140	FLEETPRIDE	18,128.21
141	FLORES & ASSOCIATES	1,052.05
142	FLOYDS EXHAUST & PERFORMANCE ACCESSORIES	2,011.93
143	FORTILINE WATERWORKS INC	13,785.60
144	FQS BEAR EQUIPMENT INC	1,414.80
145	FRANK B FONDREN MD	820.00
146	FREEMAN, GLEN D	700.00
147	GALL'S LLC	7,022.67
148	GILMORE SERVICES	102.00
149	GLASS SYSTEMS OF ALABAMA	2,250.00
150	GLOBAL INDUSTRIES INC	2,130.75
151	GOODWYN, MILLS & CAWOOD INC	4,814.00
152	GOODYEAR AUTO SERVICE CENTER - FOLEY	683.80
153	GPS INSIGHT, LLC	124.75
154	GRAESTONE AGGREGATES LLC	52,608.34
155	GRANICUS LLC	11,615.59
156	GRAYBAR ELECTRIC CO INC - MOBILE	38.42
157	GREENCO SERVICES LLC	12,415.05
158	GSP MARKETING INC	26,290.02
159	GULF COAST BUILDING SUPPLY & HARDWARE	72.74
160	GULF COAST MEDIA LLC	10,990.10
161	GULF COAST ORGANIC INC	1,840.00
162	GULF COAST PRINTING LLC	605.15
163	GULF SHORES BOARD OF EDUCATION	967,001.83
164	GULF STATES DISTRIBUTORS	42,163.00
165	HAPPY ACRES VETERINARY CLINIC	2,194.50
166	HERITAGE-CRYSTAL CLEAN LLC	1,419.22
167	HI-LINE	2,748.52
168	HILL'S PET NUTRITION INC	1,325.70
169	HOLLAND'S PAINT & BODY	3,003.70
170	HUNTER SECURITY INC	780.00
171	IMC HOSPITALIST LLC	204.70
172	IMC-EMERGENCY PHYSICIANS	540.68

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
173	INCOGNITO SKIN ARTS	902.50
174	INDUSTRIAL BOILER & MECHANICAL COMPANY	665.00
175	INDUSTRIAL/ORGANIZATIONAL SOLUTIONS INC	408.00
176	INFIRMARY OCCUPATIONAL HEALTH PC	614.00
177	INGENUITY INC	4,000.00
178	INGRAM EQUIPMENT LLC	1,357.36
179	INTOXIMETERS INC	1,026.50
180	J&R SYSTEM INTEGRATION LLC/SECURITY 101	63.18
181	JANET VERA SWEARINGEN	885.00
182	JANI KING OF MOBILE	532.00
183	JASPER ENGINES & TRANSMISSIONS	3,694.00
184	JESSICA MAYO	112.00
185	JESSICA WATERS	149.00
186	JOHN G WALTON CONST CO	16,091.24
187	JOHN LUNDY	110.00
188	JOSEPH L DAVIS III	138.38
189	JUBILEE ACE HOME CENTER	125.07
190	JUBILEE LOCK & KEY LLC	262.00
191	JUVENILE DETENTION FACILITY	34,411.04
192	KEET CONSULTING SERVICES LLC	6,650.00
193	KENDEL HENDERSON	287.50
194	KEYPORT WAREHOUSING INC	150.00
195	KIMBALL MIDWEST	836.00
196	LABELLA ASSOCIATES, D.P.C., P.C.	23,683.60
197	LISA A. HOBART LLC	14,835.55
198	LORI G RUFFIN	338.00
199	LOWE'S - DAPHNE	1,246.99
200	LOWE'S - FOLEY	595.63
201	LOXLEY CWC GENERAL FUND	1,155.00
202	LYNETTE M SPALLER	3,433.34
203	MAC'S AUTOGLASS LLC	1,425.00
204	MARVIN C MOBLEY	800.00
205	MARY K WHITE	54.38
206	MATTHEW ULRICH	110.00
207	McGRIFF TIRE CO INC	23,750.10
208	MCKESSON MEDICAL	18.50
209	MCPHERSON OIL CO INC/DBA FUELMAN	4,383.31
210	MEDICAL DISPOSABLES CORP	1,000.00
211	MELVIN PIERCE PAINTING, INC.	19,400.00
212	MICHAEL BAKER INTERNATIONAL INC.	19,346.99
213	MIKE WARREN LLC	255.90
214	MISSISSIPPI MOSQUITO CONTROL LLC	15,374.00
215	MOBILE ASPHALT CO LLC	649,642.49

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
216	MOBILE BAY REPORTING INC	300.00
217	MOTOROLA SOLUTIONS INC	1,830.60
218	MOTT MACDONALD CONSULTANTS INC.	20,733.10
219	MOYER FORD SALES INC	671.92
220	MR JAMES A BLACK AND ELIZABETH A BLACK	1,200.00
221	MWI ANIMAL HEALTH	2,587.43
222	NAVIGATION ELECTRONICS INC	820.00
223	NEEL-SCHAFFER INC	32,244.04
224	NEW DAIRY OPCO, LLC DBA BORDEN DAIRY	328.57
225	NITORCO INC	8,668.30
226	NORTH BALDWIN INFIRMARY	77,627.43
227	NOTARY PUBLIC UNDERWRITERS	171.00
228	OASIS CONSULTING SERVICES INC	145.00
229	OFFICE OF PROSECUTION SERVICES	452.87
230	ONETIME-REFUND	9,893.42
231	O'REILLY AUTO PARTS	1,920.07
232	ORIE L KING	74.00
233	OTIS ELEVATOR CO	812.50
234	OVM AGENCY	247.00
235	PARISH TRACTOR COMPANY LLC	11,475.40
236	PEACHES'N CLEAN	996.00
237	PEREGRINE SERVICES INC	40,000.00
238	PETROLEUM TRADERS CORPORATION	40,022.80
239	PHILLIP J PETERSON	74.00
240	PIGGLY WIGGLY LOXLEY	517.26
241	PNC BANK	1,872.51
242	POLICE AND SHERIFF PRESS INC	27.88
243	POWER PRODUCTIONS INC	2,850.00
244	POWER SYSTEMS OF MS	18,760.00
245	PPM CONSULTANTS INC	26,500.00
246	PRIME DATA LLC	6,000.00
247	PRO-CHEM INC	3,454.92
248	QCHC INC	184,061.65
249	QED ENVIRONMENTAL SYSTEMS INC	547.91
250	QUADIENT LEASING USA INC	4,249.20
251	RDA SERVICE COMPANY	3,500.00
252	READY MIX USA LLC	1,123.70
253	REGIONS BANK CORP TRUST	281,708.33
254	REPUBLIC SERVICES #986	1,356.19
255	ROBERTSDALE AUTO PARTS INC	18,850.20
256	ROBERTSDALE POWER EQUIPMENT	767.46
257	ROBERTSON INSURANCE AGENCY INC	2,393.00
258	SAIN ASSOCIATES INC	25,290.50

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
259	SANDY SANSING CDJR OF FOLEY	325.47
260	SANDY SANSING FORD	986.92
261	SARAH HART SISLAK	112.00
262	SECTION 18 BRAT'S	5,791.33
263	SERVICEMASTER ACTION CLEANING	350.00
264	SHARP ELECTRONICS CORPORATION	18,661.95
265	SHERWIN WILLIAMS - SPANISH FORT	3,679.73
266	SHORELINE ENVIRONMENTAL INC	125.00
267	SMITH TRACTOR COMPANY	1,028.52
268	SOFTWARE HOUSE INT dba SHI	6,767.11
269	SOUTH ALABAMA ANTIQUE TRACTOR AND ENGINE CLUB	1,064.12
270	SOUTH ALABAMA REGIONAL	69,519.90
271	SOUTH ALABAMA REGIONAL PLANNING COMM	1,233.40
272	SOUTHDATA INC	104.39
273	SOUTHERN FIRE & SAFETY INC	1,690.50
274	SOUTHERN TIRE MART	983.82
275	SOUTHERNCARLSON SYSTEMS	2,146.67
276	SOUTHWEST ALABAMA ABUSE NETWORK INC	16,885.71
277	STAPLES CONTRACT & COMMERCIAL INC	19,273.53
278	STATE OF ALABAMA DEPT OF LABOR	150.00
279	STOCKTON EQUIPMENT CO	35.50
280	STONE CROSBY PC	31,036.15
281	SUBURBAN PROPANE	595.00
282	SUMMIT LANDSCAPE SUPPLY	546.00
283	SUNSOUTH LLC	1,195.51
284	SWEAT TIRE - BAY MINETTE	150.00
285	SWEAT TIRE - ROBERTSDALE	859.99
286	SYMBOL HEALTH SOLUTIONS LLC	134,767.10
287	TERMINIX SERVICE	718.00
288	TESSCO TECHNOLOGIES	355.94
289	THE FRAME CORNER	859.20
290	THE GALLERY	10,000.00
291	THE HON COMPANY LLC	6,629.70
292	THE PRINT SHOP	1,513.24
293	THOMPSON TRACTOR CO	409,915.02
294	TIMOTHY O'BRIEN	945.44
295	TONY'S TOWING INC	2,781.75
296	TOWER EQUITIES LLC	2,000.00
297	TRACTOR & EQUIPMENT - MOBILE	490.98
298	TRANE-MOBILE PARTS CENTER	10,674.14
299	TRAVIS PAUL MD PC	2,108.00
300	TRIPLE "A" FIRE PROTECTION INC	1,385.00
301	TRI-TECH FORENSICS INC	3,695.50

Baldwin County Commission
Accounts Payable Payments
September 6, 2022

	Vendor Summary	Totals
302	TSA INC	33,973.00
303	TTL, INC.	17,889.68
304	TUGWELL PUMP & SUPPLY	2,968.00
305	TWO-WAY COMMUNICATIONS INC	195.14
306	TYLER TECHNOLOGIES INC	5,180.00
307	U S SECURITY SYSTEMS INC	1,840.00
308	UNIVERSAL ENVIRONMENTAL SERVICES LLC	45.00
309	UNIVERSITY OF NORTH ALABAMA	4,361.00
310	UTILITY ASSOCIATES INC	99.00
311	VAN SCOYOC ASSOCIATES	9,500.00
312	VIA MOBILITY LLC	13,500.00
313	VICTORIA KEY	68.63
314	VIRGINIA SUE FERGUSON	80.00
315	VOLKERT INC	6,500.00
316	VULCAN SIGNS	1,034.80
317	W W GRAINGER	18,078.54
318	WARD INTL TRUCKS - MOBILE	383.04
319	WARRINER CONSTRUCTION	2,047.50
320	WASTEQUIP MANUFACTURING CO LLC	82,513.72
321	WEAVO THE BALLOON GUY	350.00
322	WESCO GAS & WELDING SUPPLY	0.73
323	WESCO RECEIVABLES CORP	115,853.04
324	WILKINS, BANKESTER, BILES & WYNNE P.A.	675.00
325	WILSON'S SERVICE CENTER	185.00
326	WITTICHEN SUPPLY - DAPHNE	273.71
327	WITTICHEN SUPPLY - FOLEY	699.89
328	WRIGHTS MOTOR PARTS INC	1,602.27
329	XEROX CORP	374.00
	Grand Total	**19,306,559.59**

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254060	09/06/2022	PRINTED	158051	4IMPRINT INC	436.48			
254061	09/06/2022	PRINTED	002200	9 TO 5 SEATING LLC	752.44			
254062	09/06/2022	PRINTED	188659	AARON MEDIA SERVICES	3,000.00			
254063	09/06/2022	PRINTED	002026	AARON'S LOCK SERVICE	160.00			
254064	09/06/2022	PRINTED	010003	ACCURATE CONTROL EQUIPMEN	301.80			
254065	09/06/2022	PRINTED	184332	ACTION SCREEN PRINTING	510.00			
254066	09/06/2022	PRINTED	157294	ADAMS AND REESE LLP	23,879.62			
254067	09/06/2022	PRINTED	061663	ADMINISTRATIVE OFFICE OF	108,571.33			
254068	09/06/2022	PRINTED	061663	ADMINISTRATIVE OFFICE OF	14,150.96			
254069	09/06/2022	PRINTED	010432	ADT SECURITY SERVICES INC	58.89			
254070	09/06/2022	PRINTED	001834	ADVANCED ASPHALT PRODUCTS	2,160.00			
254071	09/06/2022	PRINTED	192412	ADVANTAGE ELEVATOR INSP A	360.00			
254072	09/06/2022	PRINTED	189828	AGROMAX LLC	1,617.60			
254073	09/06/2022	PRINTED	148734	AIRGAS USA LLC	2,074.16			
254074	09/06/2022	PRINTED	183252	AL JUDICIAL COLLEGE EDUCA	675.00			
254075	09/06/2022	PRINTED	054317	AL STATE DEPT OF REVENUE	74.00			
254076	09/06/2022	PRINTED	010045	ALABAMA AUTO SERVICE CENT	9,296.82			
254077	09/06/2022	PRINTED	181921	ALABAMA COASTAL RADIOLOGY	951.80			
254078	09/06/2022	PRINTED	001889	ALABAMA FLAG & BANNE	2,363.90			
254079	09/06/2022	PRINTED	083660	ALABAMA PIPE & SUPPLY CO	9,067.84			
254080	09/06/2022	PRINTED	059248	ALABAMA REAL ESTATE APPRA	750.00			
254081	09/06/2022	PRINTED	181852	ALTA POINTE HEALTH SYSTEM	45,360.00			
254082	09/06/2022	PRINTED	133591	AMERSON ROOFING INC	3,098.00			
254083	09/06/2022	PRINTED	184603	ANDREW'S DIESEL & AUTOMOT	113.22			
254084	09/06/2022	PRINTED	191096	ANESTHESIOLOGISTS ASSOCIA	189.63			
254085	09/06/2022	PRINTED	041726	ANIMAL CARE EQUIPMENT &	19.02			
254086	09/06/2022	PRINTED	181403	ANTHONY GRIFFIN SR	71.18			
254087	09/06/2022	PRINTED	085534	ASSN OF ALABAMA TAX ADMIN	750.00			
254088	09/06/2022	PRINTED	010044	ASSN OF COUNTY COMMISSION	737,211.76			
254089	09/06/2022	PRINTED	010044	ASSN OF COUNTY COMMISSION	595.03			
254090	09/06/2022	PRINTED	010013	AUBURN UNIVERSITY	475.00			
254091	09/06/2022	PRINTED	010013	AUBURN UNIVERSITY	100.00			
254092	09/06/2022	PRINTED	010225	AUBURN UNIVERSITY	1,375.00			
254093	09/06/2022	PRINTED	010225	AUBURN UNIVERSITY	1,650.00			
254094	09/06/2022	PRINTED	175880	DANA AUSTIN	42.38			
254095	09/06/2022	PRINTED	185252	AUTO ZONE - ROBERTSDALE	3,054.51			
254096	09/06/2022	PRINTED	131051	B & L CABLE CONSTRUCTION	17,088.00			
254097	09/06/2022	PRINTED	181136	B I INCORPORATED	14,876.00			
254098	09/06/2022	PRINTED	163096	B&H PHOTO & ELECTRONICS C	7,437.02			
254099	09/06/2022	PRINTED	160590	BAGBY & RUSSELL ELECTRIC	16,500.00			
254100	09/06/2022	PRINTED	159329	BALDWIN CNTY CORONER'S OF	451.15			
254101	09/06/2022	PRINTED	014553	BALDWIN CNTY ECONOMIC DEV	35,805.05			
254102	09/06/2022	PRINTED	066034	BALDWIN CNTY HUMAN RESOUR	782.07			
254103	09/06/2022	PRINTED	014579	BALDWIN CNTY JUDGE OF PRO	2,012.70			
254104	09/06/2022	PRINTED	148777	BALDWIN CNTY PROBATE COUR	25.00			
254105	09/06/2022	PRINTED	148777	BALDWIN CNTY PROBATE COUR	25.00			
254106	09/06/2022	PRINTED	010307	BALDWIN CNTY SHERIFF'S BO	2,346.21			
254107	09/06/2022	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	4,849.00			
254108	09/06/2022	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	4,159.74			
254109	09/06/2022	PRINTED	136611	BALDWIN CNTY SHERIFF'S OF	1,140.00			
254110	09/06/2022	PRINTED	105048	BALDWIN CNTY SOLID WASTE	325.00			
254111	09/06/2022	PRINTED	105048	BALDWIN CNTY SOLID WASTE	514.59			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254112	09/06/2022	PRINTED	105048	BALDWIN CNTY SOLID WASTE	65.00			
254113	09/06/2022	PRINTED	061778	BALDWIN CNTY UNITED	1,200.00			
254114	09/06/2022	PRINTED	014567	BALDWIN FAMILY VIOLENCE S	2,346.21			
254115	09/06/2022	PRINTED	048928	BALDWIN SIGNS	480.00			
254116	09/06/2022	PRINTED	014132	BALDWIN YOUTH SERVICES	446.68			
254117	09/06/2022	PRINTED	014132	BALDWIN YOUTH SERVICES	95,351.20			
254118	09/06/2022	PRINTED	191953	BAY IMAGES	38.25			
254119	09/06/2022	PRINTED	014029	BAY MINETTE BUILDING SUPP	596.90			
254120	09/06/2022	PRINTED	094182	BAY MINETTE YOUTH PROGRAM	2,346.21			
254121	09/06/2022	PRINTED	191016	BAY PEST CONTROL COMPANY	886.00			
254122	09/06/2022	PRINTED	054050	BAY SIDE RUBBER & PRODUCT	3,258.75			
254123	09/06/2022	PRINTED	103114	BAY UTILITY TRAILERS INC	40.00			
254124	09/06/2022	PRINTED	095468	BAY WINDOWS	45.00			
254125	09/06/2022	PRINTED	014075	BEARD EQUIPMENT - POWERPL	1,618.23			
254126	09/06/2022	PRINTED	079396	BEHAVIORAL HEALTH SYSTEMS	1,178.93			
254127	09/06/2022	PRINTED	078158	BENSON'S APPLIANCE CENTER	545.00			
254128	09/06/2022	PRINTED	001991	MR JAMES A BLACK AND ELIZ	1,200.00			
254129	09/06/2022	PRINTED	014488	BLACKLIDGE EMULSIONS INC	1,440.69			
254130	09/06/2022	PRINTED	014006	BLOSSMAN GAS INC - FOLEY	377.15			
254131	09/06/2022	PRINTED	014084	BOB BARKER CO INC	134.28			
254132	09/06/2022	PRINTED	001867	NEW DAIRY OPCO, LLC DBA B	328.57			
254133	09/06/2022	PRINTED	116169	BRENDA Q GANEY	383.33			
254134	09/06/2022	PRINTED	014011	BUILDERS HARDWARE & SUPPL	657.19			
254135	09/06/2022	PRINTED	189926	C R PATE LOGGING, INC	14,737.85			
254136	09/06/2022	PRINTED	019009	CAMPBELL HARDWARE & SUPPL	812.66			
254137	09/06/2022	PRINTED	193200	ASHLEY CAMPBELL	339.00			
254138	09/06/2022	PRINTED	092208	CARE HOUSE INC	5,865.51			
254139	09/06/2022	PRINTED	183314	CASCADE ENGINEERING INC	5,168.00			
254140	09/06/2022	PRINTED	001858	CAVCO, INC.	3,848.02			
254141	09/06/2022	PRINTED	107511	CDG ENGINEERS AND ASSOCIA	12,120.25			
254142	09/06/2022	PRINTED	102875	CDW - GOVERNMENT, INC	45,123.12			
254143	09/06/2022	PRINTED	027714	CENTRAL BALDWIN VETERINAR	255.38			
254144	09/06/2022	PRINTED	180354	CERTIFIED LABORATORIES DI	3,234.00			
254145	09/06/2022	PRINTED	186715	CHAMBERS GLASS	230.00			
254146	09/06/2022	PRINTED	116898	CHARM-TEX INC	652.36			
254147	09/06/2022	PRINTED	182858	CHESTANG, SHERRY L	2,000.00			
254148	09/06/2022	PRINTED	094060	CHUCK STEVENS AUTO INC	9,842.01			
254149	09/06/2022	PRINTED	180505	CHUCK STEVENS CHEVROLET O	858.81			
254150	09/06/2022	PRINTED	014572	CINDY HABER CENTER INC	9,775.86			
254151	09/06/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	46.31			
254152	09/06/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	227.20			
254153	09/06/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	62.85			
254154	09/06/2022	PRINTED	105435	CINTAS FIRST AID & SAFETY	40.30			
254155	09/06/2022	PRINTED	187695	CINTAS CORPORATION NO 2	2,338.59			
254156	09/06/2022	PRINTED	019244	CITY OF BAY MINETTE	18,506.77			
254157	09/06/2022	PRINTED	019267	CITY OF DAPHNE	2,655.93			
254158	09/06/2022	PRINTED	156427	CITY OF DAPHNE YOUTH PROG	2,346.20			
254159	09/06/2022	PRINTED	156443	CITY OF FAIRHOPE YOUTH PR	2,346.21			
254160	09/06/2022	PRINTED	019049	CITY OF FOLEY	42,547.23			
254161	09/06/2022	PRINTED	156435	CITY OF FOLEY YOUTH PROGR	2,346.21			
254162	09/06/2022	PRINTED	123924	CITY OF LOXLEY	7,568.81			
254163	09/06/2022	PRINTED	019295	CITY OF ORANGE BEACH	24,728.73			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254164	09/06/2022	PRINTED	100087	CNA SURETY	100.00			
254165	09/06/2022	PRINTED	025040	COASTAL ALABAMA COMMUNITY	1,083.19			
254166	09/06/2022	PRINTED	025040	COASTAL ALABAMA COMMUNITY	231,450.91			
254167	09/06/2022	PRINTED	182244	COASTAL INDUSTRIAL SUPPLY	10,566.41			
254168	09/06/2022	PRINTED	181306	COBLENTZ EQUIPMENT & PART	8,712.72			
254169	09/06/2022	PRINTED	097682	COCA COLA UNITED	751.88			
254170	09/06/2022	PRINTED	142527	COCKRELL'S BODY SHOP OF R	3,794.71			
254171	09/06/2022	PRINTED	070228	COMMERCIAL & COIN LAUNDRY	1,030.78			
254172	09/06/2022	PRINTED	002003	COMMUNICATIONS INTERNATIO	9,720.00			
254173	09/06/2022	PRINTED	001887	CONSOLIDATED PIPE & SUPPL	255.00			
254174	09/06/2022	PRINTED	191106	CONVERGE ONE INC	67,614.50			
254175	09/06/2022	PRINTED	068275	CORLEY AUTO CARE	245.68			
254176	09/06/2022	PRINTED	019039	COWIN EQUIPMENT CO - MOBI	19,071.88			
254177	09/06/2022	PRINTED	192569	CREEK CLEAN, LLC	643.50			
254178	09/06/2022	PRINTED	181164	CRITTER GITTER PEST CONTR	185.00			
254179	09/06/2022	PRINTED	002008	CUSTOM CREATIONS & BEYOND	500.00			
254180	09/06/2022	PRINTED	002008	CUSTOM CREATIONS & BEYOND	750.00			
254181	09/06/2022	PRINTED	115852	DADE PAPER & BAG CO	15,872.67			
254182	09/06/2022	PRINTED	180573	DANA SAFETY SUPPLY INC	3,089.16			
254183	09/06/2022	PRINTED	064821	DANNY'S HYDRAULICS	635.42			
254184	09/06/2022	PRINTED	189627	JOSEPH L DAVIS III	138.38			
254185	09/06/2022	PRINTED	021179	DAVISON FUELS & OIL LLC	211,363.75			
254186	09/06/2022	PRINTED	111641	DAWN HOUSE	2,346.21			
254187	09/06/2022	PRINTED	180834	DEANNA VICICH COX	3,150.00			
254188	09/06/2022	PRINTED	021252	DELTA COMPUTER SYSTEMS IN	15,546.02			
254189	09/06/2022	PRINTED	113161	DELTA FLOORING INC	30,048.50			
254190	09/06/2022	PRINTED	001961	DESIGN WORKSHOP, INC	43,362.19			
254191	09/06/2022	PRINTED	185685	DEWBERRY ENGINEERS INC	695.99			
254192	09/06/2022	PRINTED	136215	DIAGNOSTIC & MEDICAL CLIN	68.10			
254193	09/06/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	2,600.00			
254194	09/06/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	2,575.25			
254195	09/06/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	223.34			
254196	09/06/2022	PRINTED	021127	DISTRICT ATTORNEY'S OFFIC	47,647.99			
254197	09/06/2022	PRINTED	002117	DURAMAX HOLDINGS LLC	44,206.00			
254198	09/06/2022	PRINTED	021153	DYKES VETERINARY CLINIC	2,339.00			
254199	09/06/2022	PRINTED	186377	EARL PARKER	1,600.00			
254200	09/06/2022	PRINTED	002079	EASTERN SHORE INFLATABLES	6,198.00			
254201	09/06/2022	PRINTED	002060	ECHOSAT INC	493.04			
254202	09/06/2022	PRINTED	192919	ELANCO US, INC	2,307.11			
254203	09/06/2022	PRINTED	001843	ELKINS EARTHWORKS, LLC	83.00			
254204	09/06/2022	PRINTED	002105	EMERGENCY LIGHTING BY HAY	18,090.80			
254205	09/06/2022	PRINTED	062623	EMPIRE TRUCK SALES INC	4,658.67			
254206	09/06/2022	PRINTED	181497	ENNIS-FLINT INC	3,175.20			
254207	09/06/2022	PRINTED	025048	EQUIPMENT SALES CO	6,265.22			
254208	09/06/2022	PRINTED	043932	EVANS & COMPANY	12,562.00			
254209	09/06/2022	PRINTED	126261	EXPRESS OIL CHANGE	581.53			
254210	09/06/2022	PRINTED	041646	FEDEX	8.44			
254211	09/06/2022	PRINTED	041646	FEDEX	19.30			
254212	09/06/2022	PRINTED	041646	FEDEX	46.02			
254213	09/06/2022	PRINTED	041646	FEDEX	7.69			
254214	09/06/2022	PRINTED	041646	FEDEX	19.30			
254215	09/06/2022	PRINTED	142551	FERGUSON ENTERPRISES INC	59.99			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254216	09/06/2022	PRINTED	185019	FERGUSON ENTERPRISES-LOXL	2,694.66			
254217	09/06/2022	PRINTED	193481	VIRGINIA SUE FERGUSON	80.00			
254218	09/06/2022	PRINTED	095071	FLEETPRIDE	18,128.21			
254219	09/06/2022	PRINTED	188242	FLORES & ASSOCIATES	1,052.05			
254220	09/06/2022	PRINTED	136514	FLOYDS EXHAUST & PERFORMA	2,011.93			
254221	09/06/2022	PRINTED	188064	FORTILINE WATERWORKS INC	13,785.60			
254222	09/06/2022	PRINTED	185684	FQS BEAR EQUIPMENT INC	1,414.80			
254223	09/06/2022	PRINTED	025314	FRANK B FONDREN MD	820.00			
254224	09/06/2022	PRINTED	192802	FREEMAN, GLEN D	700.00			
254225	09/06/2022	PRINTED	027263	GALL'S LLC	7,022.67			
254226	09/06/2022	PRINTED	185711	GILMORE SERVICES	102.00			
254227	09/06/2022	PRINTED	002083	GLASS SYSTEMS OF ALABAMA	2,250.00			
254228	09/06/2022	PRINTED	184368	GLOBAL INDUSTRIES INC	2,130.75			
254229	09/06/2022	PRINTED	060417	GOODWYN, MILLS & CAWOOD I	4,814.00			
254230	09/06/2022	PRINTED	027003	GOODYEAR AUTO SERVICE CEN	683.80			
254231	09/06/2022	PRINTED	191704	GPS INSIGHT, LLC	124.75			
254232	09/06/2022	PRINTED	186138	GRAESTONE AGGREGATES, LLC	52,608.34			
254233	09/06/2022	PRINTED	191100	GRANICUS, LLC	11,615.59			
254234	09/06/2022	PRINTED	027012	GRAYBAR ELECTRIC CO INC -	38.42			
254235	09/06/2022	PRINTED	002086	GREENCO SERVICES, LLC	12,415.05			
254236	09/06/2022	PRINTED	189486	GSP MARKETING INC	26,290.02			
254237	09/06/2022	PRINTED	181424	GULF COAST BUILDING SUPPL	72.74			
254238	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	1,421.16			
254239	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	4,106.72			
254240	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	905.28			
254241	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	756.00			
254242	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	1,060.44			
254243	09/06/2022	PRINTED	002016	GULF COAST MEDIA, LLC	2,740.50			
254244	09/06/2022	PRINTED	185606	GULF COAST ORGANIC, INC.	1,840.00			
254245	09/06/2022	PRINTED	002110	GULF COAST PRINTING LLC	605.15			
254246	09/06/2022	PRINTED	027181	GULF STATES DISTRIBUTORS	42,163.00			
254247	09/06/2022	PRINTED	188103	HAPPY ACRES VETERINARY CL	2,194.50			
254248	09/06/2022	PRINTED	183951	KENDEL HENDERSON	287.50			
254249	09/06/2022	PRINTED	186607	HERITAGE-CRYSTAL CLEAN LL	1,419.22			
254250	09/06/2022	PRINTED	120432	HI-LINE	2,748.52			
254251	09/06/2022	PRINTED	188391	HILL'S PET NUTRITION INC	1,325.70			
254252	09/06/2022	PRINTED	185351	HOLLAND'S PAINT & BODY	3,003.70			
254253	09/06/2022	PRINTED	032419	HUNTER SECURITY INC	780.00			
254254	09/06/2022	PRINTED	189455	IMC HOSPITALIST LLC	204.70			
254255	09/06/2022	PRINTED	190029	IMC-EMERGENCY PHYSICIANS	540.68			
254256	09/06/2022	PRINTED	002039	INCOGNITO SKIN ARTS	237.50			
254257	09/06/2022	PRINTED	002039	INCOGNITO SKIN ARTS	665.00			
254258	09/06/2022	PRINTED	187049	INDUSTRIAL BOILER & MECHA	665.00			
254259	09/06/2022	PRINTED	139782	INDUSTRIAL/ORGANIZATIONAL	408.00			
254260	09/06/2022	PRINTED	099320	INFIRMARY OCCUPATIONAL HE	614.00			
254261	09/06/2022	PRINTED	189759	INGENUITY INC	4,000.00			
254262	09/06/2022	PRINTED	048864	INGRAM EQUIPMENT LLC	1,357.36			
254263	09/06/2022	PRINTED	147707	INTOXIMETERS INC	1,026.50			
254264	09/06/2022	PRINTED	152477	J&R SYSTEM INTEGRATION LL	63.18			
254265	09/06/2022	PRINTED	087767	JANI KING OF MOBILE	532.00			
254266	09/06/2022	PRINTED	002023	JASPER ENGINES & TRANSMIS	3,694.00			
254267	09/06/2022	PRINTED	100861	JOHN G WALTON CONST CO	16,091.24			

AP CHECK RECONCILIATION REGISTER

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254268	09/06/2022	PRINTED	036251	JUBILEE ACE HOME CENTER	125.07			
254269	09/06/2022	PRINTED	187277	JUBILEE LOCK & KEY LLC	262.00			
254270	09/06/2022	PRINTED	000105	JUVENILE DETENTION FACILI	34,411.04			
254271	09/06/2022	PRINTED	107220	KEET CONSULTING SERVICES	6,650.00			
254272	09/06/2022	PRINTED	095783	CORPORATE BILLING	401.24			
254273	09/06/2022	PRINTED	187957	VICTORIA KEY	68.63			
254274	09/06/2022	PRINTED	192791	KEYPORT WAREHOUSING INC	150.00			
254275	09/06/2022	PRINTED	158107	KIMBALL MIDWEST	836.00			
254276	09/06/2022	PRINTED	185168	ORIE L KING	74.00			
254277	09/06/2022	PRINTED	001958	LABELLA ASSOCIATES, D.P.C	23,683.60			
254278	09/06/2022	PRINTED	001925	LISA A. HOBART, LLC	14,835.55			
254279	09/06/2022	PRINTED	181809	LORI G RUFFIN	338.00			
254280	09/06/2022	PRINTED	136872	LOWE'S - DAPHNE	1,246.99			
254281	09/06/2022	PRINTED	087716	LOWE'S - FOLEY	595.63			
254282	09/06/2022	PRINTED	144784	LOXLEY CWC GENERAL FUND	1,155.00			
254283	09/06/2022	PRINTED	127642	JOHN LUNDY	110.00			
254284	09/06/2022	PRINTED	185396	MAC'S AUTOGLASS LLC	1,425.00			
254285	09/06/2022	PRINTED	193309	JESSICA MAYO	112.00			
254286	09/06/2022	PRINTED	149690	McGRIFF TIRE CO INC	23,750.10			
254287	09/06/2022	PRINTED	190130	MCKESSON MEDICAL	18.50			
254288	09/06/2022	PRINTED	098634	MCPHERSON OIL CO INC/DBA	4,383.31			
254289	09/06/2022	PRINTED	190953	MEDICAL DISPOSABLES CORP	1,000.00			
254290	09/06/2022	PRINTED	001954	MELVIN PIERCE PAINTING, I	19,400.00			
254291	09/06/2022	PRINTED	001918	MICHAEL BAKER INTERNATION	19,346.99			
254292	09/06/2022	PRINTED	182517	MIKE WARREN LLC	255.90			
254293	09/06/2022	PRINTED	187808	MISSISSIPPI MOSQUITO CONT	15,374.00			
254294	09/06/2022	PRINTED	108417	AUDRA MIZE	56.25			
254295	09/06/2022	PRINTED	040589	MOBILE ASPHALT CO LLC	649,642.49			
254296	09/06/2022	PRINTED	182095	MOBILE BAY REPORTING, INC	300.00			
254297	09/06/2022	PRINTED	040033	ALABAMA MEDIA GROUP	6,385.02			
254298	09/06/2022	PRINTED	001900	MARVIN C MOBLEY	800.00			
254299	09/06/2022	PRINTED	180154	MOTOROLA SOLUTIONS INC	1,830.60			
254300	09/06/2022	PRINTED	187849	MOTT MACDONALD CONSULTANT	20,733.10			
254301	09/06/2022	PRINTED	040019	MOYER FORD SALES INC	671.92			
254302	09/06/2022	PRINTED	187817	MWI ANIMAL HEALTH	2,587.43			
254303	09/06/2022	PRINTED	147897	NAVIGATION ELECTRONICS IN	820.00			
254304	09/06/2022	PRINTED	165673	NEEL-SCHAFFER INC	32,244.04			
254305	09/06/2022	PRINTED	002055	NITORCO INC	8,668.30			
254306	09/06/2022	PRINTED	040026	NORTH BALDWIN INFIRMARY	77,627.43			
254307	09/06/2022	PRINTED	040569	NOTARY PUBLIC UNDERWRITER	95.00			
254308	09/06/2022	PRINTED	040569	NOTARY PUBLIC UNDERWRITER	76.00			
254309	09/06/2022	PRINTED	193380	TIMOTHY O'BRIEN	945.44			
254310	09/06/2022	PRINTED	126877	O'REILLY AUTO PARTS	142.88			
254311	09/06/2022	PRINTED	181574	O'REILLY AUTO PARTS	1,777.19			
254312	09/06/2022	PRINTED	001957	OASIS CONSULTING SERVICES	145.00			
254313	09/06/2022	PRINTED	043012	OFFICE OF PROSECUTION SER	452.87			
254314	09/06/2022	PRINTED	999990	ALAN FERDINANDSEN	16.00			
254315	09/06/2022	PRINTED	999990	ALBERTINA LEMUS	16.00			
254316	09/06/2022	PRINTED	999990	ANNA LAWSHE	16.00			
254317	09/06/2022	PRINTED	999990	ANTHONY & ANGELA RONEY	16.00			
254318	09/06/2022	PRINTED	999990	BILL W YANCE	16.00			
254319	09/06/2022	PRINTED	999990	CLAIBORNE MYERS IV	42.00			

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FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254320	09/06/2022	PRINTED	999990	COX PROPERTIES LLC	48.00			
254321	09/06/2022	PRINTED	999990	DANNY SANTINI	84.00			
254322	09/06/2022	PRINTED	999990	DAVID COOPER	215.00			
254323	09/06/2022	PRINTED	999990	EDUARDO QUINONES	42.00			
254324	09/06/2022	PRINTED	999990	ELLIGATOR LLC	69.04			
254325	09/06/2022	PRINTED	999990	FABRIC BY THE POUND INC	145.14			
254326	09/06/2022	PRINTED	999990	GENA CUMMINGS	80.00			
254327	09/06/2022	PRINTED	999990	GULF SHORES TITLE COMPANY	1,345.72			
254328	09/06/2022	PRINTED	999990	HEATHER HALLA	52.00			
254329	09/06/2022	PRINTED	999990	HONEY'S KITCHEN	50.00			
254330	09/06/2022	PRINTED	999990	JAMES THOMPSON	70.00			
254331	09/06/2022	PRINTED	999990	JESSE W JOHNSON	32.00			
254332	09/06/2022	PRINTED	999990	JOE & FRAN GOLENIOWSKI	63.00			
254333	09/06/2022	PRINTED	999990	JOHNNY CAHOON	16.00			
254334	09/06/2022	PRINTED	999990	JOSEPH A DVORAK	42.00			
254335	09/06/2022	PRINTED	999990	JOSH MIXON	42.00			
254336	09/06/2022	PRINTED	999990	JOSH MORGAN	113.00			
254337	09/06/2022	PRINTED	999990	KATELYN GILBREATH	16.00			
254338	09/06/2022	PRINTED	999990	KENNETH ALLISON	16.00			
254339	09/06/2022	PRINTED	999990	LARRY NIX	16.00			
254340	09/06/2022	PRINTED	999990	LEASIE R THOMAS	16.00			
254341	09/06/2022	PRINTED	999990	LINDA MEACHAM	21.00			
254342	09/06/2022	PRINTED	999990	MARY CATHRYN RILLO	24.14			
254343	09/06/2022	PRINTED	999990	MARY J WALTONEN	16.00			
254344	09/06/2022	PRINTED	999990	MICHELLE & JOE WARRINGTON	128.00			
254345	09/06/2022	PRINTED	999990	MONTY & CHRISTINE DONOHEW	74.00			
254346	09/06/2022	PRINTED	999990	RACHEL DEQUATTRO	16.00			
254347	09/06/2022	PRINTED	999990	RACHEL SAVAGE	32.00			
254348	09/06/2022	PRINTED	999990	RICHARD BOONE	42.00			
254349	09/06/2022	PRINTED	999990	RICK LOWERY	16.00			
254350	09/06/2022	PRINTED	999990	SHANDI SHIVER	10.00			
254351	09/06/2022	PRINTED	999990	SHEENA MCCLUSKY	282.00			
254352	09/06/2022	PRINTED	999990	STEPHEN SAMPSON	128.00			
254353	09/06/2022	PRINTED	999990	STERLING MONAHAN	21.00			
254354	09/06/2022	PRINTED	999990	SUSAN HARRIS	208.00			
254355	09/06/2022	PRINTED	999990	TODD STOCKDALE	21.00			
254356	09/06/2022	PRINTED	999990	VAN DYKE & CO LLC	57.00			
254357	09/06/2022	PRINTED	999990	VILMIA YANES	16.00			
254358	09/06/2022	PRINTED	999990	WHOLESALE FLOORING DIRECT	6,070.38			
254359	09/06/2022	PRINTED	999990	XIAN TORRY	16.00			
254360	09/06/2022	PRINTED	155037	OTIS ELEVATOR CO	812.50			
254361	09/06/2022	PRINTED	191818	OVM AGENCY	247.00			
254362	09/06/2022	PRINTED	002035	PARISH TRACTOR COMPANY, L	11,475.40			
254363	09/06/2022	PRINTED	184297	BARBARA PATE	49.89			
254364	09/06/2022	PRINTED	074317	PEACHES'N CLEAN	996.00			
254365	09/06/2022	PRINTED	121216	PEREGRINE SERVICES INC	40,000.00			
254366	09/06/2022	PRINTED	136346	PHILLIP J PETERSON	74.00			
254367	09/06/2022	PRINTED	180999	PETROLEUM TRADERS CORPORA	40,022.80			
254368	09/06/2022	PRINTED	186802	PIGGLY WIGGLY LOXLEY	517.26			
254369	09/06/2022	PRINTED	181237	PNC BANK	1,872.51			
254370	09/06/2022	PRINTED	002225	POLICE AND SHERIFF PRESS,	27.88			
254371	09/06/2022	PRINTED	160493	POWER PRODUCTIONS INC	2,850.00			

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FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254372	09/06/2022	PRINTED	185084	POWER SYSTEMS OF MS	18,760.00			
254373	09/06/2022	PRINTED	103093	PPM CONSULTANTS, INC	26,500.00			
254374	09/06/2022	PRINTED	002000	PRIME DATA LLC	6,000.00			
254375	09/06/2022	PRINTED	048258	PRO-CHEM INC	3,454.92			
254376	09/06/2022	PRINTED	186326	QCHC INC	145,333.33			
254377	09/06/2022	PRINTED	186326	QCHC INC	38,728.32			
254378	09/06/2022	PRINTED	147619	QED ENVIRONMENTAL SYSTEMS	547.91			
254379	09/06/2022	PRINTED	191947	QUADIENT LEASING USA, INC	4,249.20			
254380	09/06/2022	PRINTED	081752	RDA SERVICE COMPANY	3,500.00			
254381	09/06/2022	PRINTED	183407	READY MIX USA LLC	1,123.70			
254382	09/06/2022	PRINTED	183649	REPUBLIC SERVICES #986	1,356.19			
254383	09/06/2022	PRINTED	051009	ROBERTSDALE AUTO PARTS IN	18,850.20			
254384	09/06/2022	PRINTED	051040	ROBERTSDALE POWER EQUIPME	767.46			
254385	09/06/2022	PRINTED	051029	ROBERTSON INSURANCE AGENC	368.00			
254386	09/06/2022	PRINTED	051029	ROBERTSON INSURANCE AGENC	2,025.00			
254387	09/06/2022	PRINTED	183761	SAIN ASSOCIATES INC	25,290.50			
254388	09/06/2022	PRINTED	181284	SANDY SANSING FORD	986.92			
254389	09/06/2022	PRINTED	002179	SANDY SANSING CDJR OF FOL	325.47			
254390	09/06/2022	PRINTED	000143	SECTION 18 BRAT'S	5,791.33			
254391	09/06/2022	PRINTED	056733	SERVICEMASTER ACTION CLEA	350.00			
254392	09/06/2022	PRINTED	181787	SHARP ELECTRONICS CORPORA	18,661.95			
254393	09/06/2022	PRINTED	136207	SHERWIN WILLIAMS - SPANIS	3,679.73			
254394	09/06/2022	PRINTED	187492	SHORELINE ENVIRONMENTAL I	125.00			
254395	09/06/2022	PRINTED	182056	SARAH HART SISLAK	112.00			
254396	09/06/2022	PRINTED	090712	SMITH TRACTOR COMPANY	1,028.52			
254397	09/06/2022	PRINTED	123300	SOFTWARE HOUSE INT dba SH	6,767.11			
254398	09/06/2022	PRINTED	173446	SOUTH ALABAMA ANTIQUE TRA	1,064.12			
254399	09/06/2022	PRINTED	054037	SOUTH ALABAMA REGIONAL	69,519.90			
254400	09/06/2022	PRINTED	054083	SOUTH ALABAMA REGIONAL PL	1,233.40			
254401	09/06/2022	PRINTED	170536	SOUTHDATA INC	104.39			
254402	09/06/2022	PRINTED	066835	SOUTHERN FIRE & SAFETY IN	1,690.50			
254403	09/06/2022	PRINTED	190650	SOUTHERN TIRE MART	983.82			
254404	09/06/2022	PRINTED	183476	SOUTHERNCARLSON SYSTEMS	2,146.67			
254405	09/06/2022	PRINTED	095370	SOUTHWEST ALABAMA ABUSE N	16,885.71			
254406	09/06/2022	PRINTED	001836	LYNETTE M SPALLER	3,433.34			
254407	09/06/2022	PRINTED	185594	STAPLES CONTRACT & COMMER	19,273.53			
254408	09/06/2022	PRINTED	133938	STATE OF ALABAMA DEPT OF	150.00			
254409	09/06/2022	PRINTED	147125	STOCKTON EQUIPMENT CO	35.50			
254410	09/06/2022	PRINTED	065091	STONE CROSBY PC	31,036.15			
254411	09/06/2022	PRINTED	181899	SUBURBAN PROPANE	595.00			
254412	09/06/2022	PRINTED	070471	SUMMIT LANDSCAPE SUPPLY	546.00			
254413	09/06/2022	PRINTED	182059	SUNSOUTH LLC	1,195.51			
254414	09/06/2022	PRINTED	002174	JANET VERA SWEARINGEN	500.00			
254415	09/06/2022	PRINTED	002174	JANET VERA SWEARINGEN	385.00			
254416	09/06/2022	PRINTED	162616	SWEAT TIRE - BAY MINETTE	150.00			
254417	09/06/2022	PRINTED	054042	SWEAT TIRE - ROBERTSDALE	859.99			
254418	09/06/2022	PRINTED	186451	SYMBOL HEALTH SOLUTIONS L	134,767.10			
254419	09/06/2022	PRINTED	057002	TERMINIX SERVICE	718.00			
254420	09/06/2022	PRINTED	057277	TESSCO TECHNOLOGIES	355.94			
254421	09/06/2022	PRINTED	141858	THE FRAME CORNER	859.20			
254422	09/06/2022	PRINTED	057053	THE GALLERY	10,000.00			
254423	09/06/2022	PRINTED	189115	THE HON COMPANY LLC	6,629.70			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254424	09/06/2022	PRINTED	184294	THE PRINT SHOP	1,513.24			
254425	09/06/2022	PRINTED	057071	THOMPSON TRACTOR CO	409,915.02			
254426	09/06/2022	PRINTED	057327	TONY'S TOWING INC	2,781.75			
254427	09/06/2022	PRINTED	188839	TOWER EQUITIES LLC	2,000.00			
254428	09/06/2022	PRINTED	057038	TRACTOR & EQUIPMENT - MOB	490.98			
254429	09/06/2022	PRINTED	158123	TRANE-MOBILE PARTS CENTER	10,674.14			
254430	09/06/2022	PRINTED	138958	TRAVIS PAUL MD PC	2,108.00			
254431	09/06/2022	PRINTED	089463	TRI-TECH FORENSICS INC	3,695.50			
254432	09/06/2022	PRINTED	058288	TRIPLE "A" FIRE PROTECTIO	1,385.00			
254433	09/06/2022	PRINTED	166975	TSA INC	33,973.00			
254434	09/06/2022	PRINTED	192180	TTL, INC.	17,889.68			
254435	09/06/2022	PRINTED	002121	TUGWELL PUMP & SUPPLY	2,968.00			
254436	09/06/2022	PRINTED	057304	TWO-WAY COMMUNICATIONS IN	195.14			
254437	09/06/2022	PRINTED	190884	TYLER TECHNOLOGIES, INC.	5,180.00			
254438	09/06/2022	PRINTED	095505	U S SECURITY SYSTEMS INC	1,840.00			
254439	09/06/2022	PRINTED	186129	MATTHEW ULRICH	110.00			
254440	09/06/2022	PRINTED	002071	CARLTON REECE LOTT	900.00			
254441	09/06/2022	PRINTED	189626	BILLIE J UNDERWOOD	429.11			
254442	09/06/2022	PRINTED	182172	UNIVERSAL ENVIRONMENTAL S	45.00			
254443	09/06/2022	PRINTED	067555	UNIVERSITY OF NORTH ALABA	4,361.00			
254444	09/06/2022	PRINTED	181813	UTILITY ASSOCIATES INC	99.00			
254445	09/06/2022	PRINTED	135466	VAN SCOYOC ASSOCIATES	9,500.00			
254446	09/06/2022	PRINTED	192322	VIA MOBILITY, LLC	13,500.00			
254447	09/06/2022	PRINTED	066295	VOLKERT INC	6,500.00			
254448	09/06/2022	PRINTED	065007	VULCAN SIGNS	1,034.80			
254449	09/06/2022	PRINTED	084216	W W GRAINGER	18,078.54			
254450	09/06/2022	PRINTED	085307	CAPITAL ONE	258.08			
254451	09/06/2022	PRINTED	060011	WARD INTL TRUCKS - MOBILE	383.04			
254452	09/06/2022	PRINTED	086191	WARRINER CONSTRUCTION	2,047.50			
254453	09/06/2022	PRINTED	186414	WASTEQUIP MANUFACTURING C	82,513.72			
254454	09/06/2022	PRINTED	193358	JESSICA WATERS	149.00			
254455	09/06/2022	PRINTED	002015	WEAVO THE BALLOON GUY	350.00			
254456	09/06/2022	PRINTED	066024	WESCO RECEIVABLES CORP	115,853.04			
254457	09/06/2022	PRINTED	180377	WESCO GAS & WELDING SUPPL	.73			
254458	09/06/2022	PRINTED	103202	MARY K WHITE	54.38			
254459	09/06/2022	PRINTED	191116	WILKINS, BANKESTER, BILES	675.00			
254460	09/06/2022	PRINTED	066290	WILSON'S SERVICE CENTER	185.00			
254461	09/06/2022	PRINTED	184892	WITTICHEN SUPPLY - DAPHNE	273.71			
254462	09/06/2022	PRINTED	113371	WITTICHEN SUPPLY - FOLEY	699.89			
254463	09/06/2022	PRINTED	066006	WRIGHTS MOTOR PARTS INC	1,602.27			
254464	09/06/2022	PRINTED	066391	XEROX CORP	374.00			
		405 CHECKS		CASH ACCOUNT TOTAL	4,997,348.67	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3395 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	40808		M090622A	185,220.83	.00	.00	9206579
		2020 LEASE; SEPT '22						
CASH 999	2022/12	INV 08/25/2022	SEP-CHK: N	DISC: .00		30410304 56211	77,083.33	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:2020 LEASE PBA; SEPT 2022			30410304 56221	108,137.50	1099:
123781	00000 REGIONS BANK COR	40810		M090622A	96,487.50	.00	.00	9206580
		2021 LEASE; SEPT '22						
CASH 999	2022/12	INV 08/25/2022	SEP-CHK: N	DISC: .00		30410304 56211	42,083.33	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:2021 LEASE PBA; SEPT 2022			30410304 56221	54,404.17	1099:
2 APPROVED PAID INVOICES				TOTAL	281,708.33			

2 INVOICE(S) REPORT POST TOTAL 281,708.33

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3419 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	41113 8292022		BE090622	12,702,021.83	.00	.00	9206583
CASH 999	2022/12	INV 08/29/2022	SEP-CHK: N	DISC: .00		100 23100	10,952,035.53	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:SALES / USE TAX			100 23101	1,749,986.30	1099:
14116	00000 BALDWIN CNTY BOA	41114 8182022		BE090622	358,478.93	.00	.00	9206584
CASH 999	2022/12	INV 08/18/2022	SEP-CHK: N	DISC: .00		100 23000	358,478.93	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:CASUAL SALES TAX; JUL 2022					
2 APPROVED PAID INVOICES			TOTAL		13,060,500.76			

2 INVOICE(S) REPORT POST TOTAL 13,060,500.76

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3420 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	41115 8292022		GS090622	940,712.36	.00	.00	9206585
CASH 999	2022/12	INV 08/29/2022	SEP-CHK: N	DISC: .00		100 23110	810,168.58	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:SALES / USE TAX			100 23111	130,543.78	1099:
191392	00000 GULF SHORES BOAR	41116 8182022		GS090622	26,289.47	.00	.00	9206586
CASH 999	2022/12	INV 08/18/2022	SEP-CHK: N	DISC: .00		100 23000	26,289.47	1099:
ACCT 10010	DEPT 555	DUE 09/06/2022	DESC:CASUAL SALES TAX; JUL 2022					
2 APPROVED PAID INVOICES			TOTAL		967,001.83			
2 INVOICE(S)			REPORT POST TOTAL		967,001.83			

Baldwin County Commission

Agenda Action Form

File #: 22-1394, **Version:** 1 **Item #:** BA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Cian Harrison, Clerk/Treasurer
Dana Austin, Accounting Manager
Submitted by: Robin Benson, Accounts Payable Supervisor

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 $6,144,172.47 (six million, one hundred forty-four thousand, one hundred seventy-two dollars and forty-seven 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

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

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Baldwin County Commission
Interim Payments
September 6, 2022

	Vendor Summary	Totals	Brief Description
1	ADEL HANALLA	4,224.70	Land Redemptions
2	AL DEPT OF ENVIRONMENTAL MANAGEMENT	7,510.00	ADEM Coastal Application Review Fee
3	AL STATE DEPT OF INDUSTRIAL RELATIONS	8,042.34	SUI Tax Payable
4	ALABAMA CHILD SUPPORT PAYMENT CENTER	2,791.81	Payroll
5	ALABAMA DEPT OF REVENUE	450.54	Lodging Tax; July 2022
6	ALABAMA INCOME TAX DIVISION	103,046.45	Payroll
7	ALABAMA POWER CO	75,092.68	Utilities
8	AT&T	2,459.19	Telephone
9	AT&T MOBILITY	1,433.75	Telephone
10	BALDWIN CNTY COMMISSION - BOOTS	182.50	Payroll
11	BALDWIN CNTY COMMISSION - DENTAL 790	13,753.41	Payroll
12	BALDWIN CNTY COMMISSION - HEALTH	304,698.12	Payroll
13	BALDWIN CNTY SHERIFF'S OFFICE	1,294,772.02	Payroll
14	BALDWIN EMC	13,422.00	Utilities
15	BAY MINETTE POSTMASTER	275.00	Annual Permit 7 Fee; BOR
16	BLADE CONSTRUCTION, LLC	265,935.45	Contract Services
17	BLUE CROSS & BLUE SHIELD OF AL	464,604.25	Medical
18	BRENDA Q GANEY CIRCUIT CLERK	380.43	Payroll
19	BRODERICK POWELL	245.02	Land Redemptions
20	BRUCE RICKER	2,042.14	Land Redemptions
21	BUZBEE ENTERPRISES, INC	2,107.65	Land Redemptions
22	C SPIRE	312.95	Telephone
23	CANOPY INVESTMENT COMPANY, LLC	2,776.24	Land Redemptions
24	CENTURYLINK	600.93	Telephone
25	CITY OF FAIRHOPE	10,151.79	Utilities
26	CITY OF FOLEY	86.60	Utilities
27	COREY DEAN	115.42	Land Redemptions
28	CORPORATE CONNECTIONS HOLDING, LLC	1,834.75	Land Redemptions
29	DANIEL O'BRIEN	881.81	Payroll
30	DEPARTMENT OF CHILDREN AND FAMILY SERVICES	154.10	Payroll
31	EAST COAST TAX AUCTION, LLC	5,126.81	Land Redemptions
32	EKKLESIA HOLDING COMPANY, LLC	160.96	Land Redemptions
33	ELECTION WORKERS	5,930.00	Election Workers; School Election Aug. 30, 2022
34	ERIC HOUSTON LUCKY	912.78	Land Redemptions
35	ERIK JON TOLPO	4,023.17	Land Redemptions
36	FLEXIBLE BENEFITS	9,280.80	Payroll
37	FRONTIER COMMUNICATIONS OF THE SOUTH, INC	75.40	Telephone
38	GORDON & ZAKARY, INC.	93,029.45	Contract Services
39	GOZLANS LLC	176.61	Land Redemptions
40	HANCOCK BANK	15,916.23	Credit Card Services; Jul 2022
41	HOUSING RENTALS	104,857.99	Housing Rentals
42	HOWARD, ANDREW	267.94	Land Redemptions
43	HUMMINGBIRD CAPITAL LLC	4,303.93	Land Redemptions
44	IRS-TAX PAYMENT	344,690.66	Payroll
45	IVM SOLUTIONS LLC	32,996.00	Contract Services
46	JEAN MARC PRESCOTT	696.76	Land Redemptions
47	JEAN MARC PRESCOTT OR TYLER PRESCOTT	4,246.81	Land Redemptions
48	JEFFREY S ROWELL	7,031.85	Land Redemptions
49	JOEL DUANE WILLIAMS	207.10	Land Redemptions
50	JOHN G WALTON CONST CO	201,905.38	Contract Services
51	JOSEPH L. BYKOWSKI	148.28	Land Redemptions
52	JUDICIAL RETIREMENT FUND	984.58	Payroll
53	L & K CONSTRUCTION, LLC	176,458.35	Contract Services

54	LB WOODRUFF III	334.20	Land Redemptions
55	LORD & SON CONSTRUCTION, INC.	113,845.77	Contract Services
56	MCELHENNEY CONSTRUCTION CO, LLC	570,770.21	Contract Services
57	MEDONE, LC	149,238.84	Medical
58	NATIONWIDE RETIREMENT SOLUTIONS	14,292.08	Payroll
59	NORTH BALDWIN UTILITIES	28,050.75	Utilities
60	OLDE TOWNE, LLC	3,405.10	Land Redemptions
61	ORANGE BEACH WATER AUTHORITY	38.67	Utilities
62	PERDIDO BAY WATER, SEWER, FIRE	44.38	Utilities
63	PETTY CASH - KELLY CHILDRESS	54.98	Petty Cash; COA
64	PH & J ARCHITECTS INC	23,349.87	Contract Services
65	PHILLIP L. HARDY, JR	111.90	Land Redemptions
66	PHINATIC HOLDINGS, LLC	267.41	Land Redemptions
67	PINE VALLEY ONE REAL ESTATE, LLC	1,562.19	Land Redemptions
68	PRESCOTT, GLENDA TYLER	2,374.27	Land Redemptions
69	RETIREMENT SYSTEMS OF AL	238,755.91	Payroll
70	RHODES, ANNIE	527.65	Land Redemptions
71	RICH, DENNIS E	6,326.75	Land Redemptions
72	RIVIERA UTILITIES	13,486.46	Utilities
73	ROBERTSON INSURANCE AGENCY, INC.	25,848.10	Annual Premises Pollution Liability Insurance
74	RONNIE SCOTT	13,930.68	Land Redemptions
75	RYNO CONSULTING, LLC	983.10	Monthly Pay Flow Fee
76	SKG QRP, LLC	2,217.94	Land Redemptions
77	SOUTHERN LINC WIRELESS	465.50	Telephone
78	STIVERS FORD LINCOLN MERCURY, INC.	31,658.00	Vehicle; COA
79	THOMAS FINCHER, JR	313.16	Land Redemptions
80	TRACY M REID	3,575.68	Land Redemptions
81	VERIZON WIRELESS	20.04	Telephone
82	WEAVER ELECTRIC, INC	7,147.00	Contract Services
83	WHARTON-SMITH, INC.	1,293,364.00	Contract Services
	Grand Total	**6,144,172.47**	

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
603220	08/08/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	5,668.64			
		1 CHECKS		CASH ACCOUNT TOTAL	5,668.64	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206552	08/15/2022	WIRE	036240	JUDICIAL RETIREMENT FUND	984.58			
9206553	08/15/2022	WIRE	051059	RETIREMENT SYSTEMS OF AL	2,594.57			
9206554	08/15/2022	WIRE	054188	IRS-TAX PAYMENT	9,327.51			
			3 CHECKS	CASH ACCOUNT TOTAL	12,906.66	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253873	08/15/2022	PRINTED	180373	BALDWIN CNTY COMMISSION -	289.00			
253874	08/15/2022	PRINTED	186456	BALDWIN CNTY COMMISSION -	5,868.00			
253875	08/15/2022	PRINTED	000717	FLEXIBLE BENEFITS	150.00			
253876	08/15/2022	PRINTED	040627	NATIONWIDE RETIREMENT SOL	125.00			
		4 CHECKS		CASH ACCOUNT TOTAL	6,432.00	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206556	08/09/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	94,094.50			
		1 CHECKS		CASH ACCOUNT TOTAL	94,094.50	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206557	08/09/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	21,809.96			
		1 CHECKS		CASH ACCOUNT TOTAL	21,809.96	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253877	08/09/2022	PRINTED	999997	ALABAMA POWER CO.	294.24			
253878	08/09/2022	PRINTED	999997	RIVIERA UTILITIES	285.54			
253879	08/09/2022	PRINTED	999997	RIVIERA UTILITIES	317.04			
253880	08/09/2022	PRINTED	999997	TOWN OF LOXLEY	39.04			
253881	08/09/2022	PRINTED	999996	CASSANDRA IKNER	2,000.00			
253882	08/09/2022	PRINTED	999996	KAREN GLENDAY	4,291.00			
253883	08/09/2022	PRINTED	999995	AILEEN FOUNTAIN	3,250.00			
253884	08/09/2022	PRINTED	999995	GRANDE POINTE RVF PROPERT	7,670.00			
253885	08/09/2022	PRINTED	999995	JIMMY DICHIARA	6,612.50			
253886	08/09/2022	PRINTED	999995	JOSEPH SKINNER	7,814.00			
253887	08/09/2022	PRINTED	999995	KOEHLE AND COMPANY, INC.	6,560.00			
253888	08/09/2022	PRINTED	999995	MERALYN S. LENZ	1,890.00			
253889	08/09/2022	PRINTED	999995	MID-AMERICA APARTMENTS, L	5,754.05			
253890	08/09/2022	PRINTED	999995	MONTE ADAM MCCAULEY	5,950.00			
253891	08/09/2022	PRINTED	999995	PETER F. DAVIDSON	4,950.00			
253892	08/09/2022	PRINTED	999995	RALPH JENNINGS	6,955.00			
253893	08/09/2022	PRINTED	999995	SHU WANG	7,425.00			
253894	08/09/2022	PRINTED	999995	SLOCUM PROPERTIES	3,650.00			
253895	08/09/2022	PRINTED	999995	WALDING & YARBROUGH, LTD.	2,292.00			
253896	08/09/2022	PRINTED	999995	WILLIE F. PRIM	960.00			
	20 CHECKS			CASH ACCOUNT TOTAL	78,959.41	.00		

PAYROLL VENDOR PROOF SUMMARY

Warrant:220708 Pay Period From:06/20/2022 To:07/03/2022 Check Date:07/08/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220708	44,292.50	0.00
				VENDOR TOTAL:			44,292.50	44,292.50	0.00
				REPORT TOTAL:			44,292.50	44,292.50	0.00

** END OF REPORT - Generated by Amanda Cunningham **

PAYROLL VENDOR PROOF SUMMARY

Warrant:220715 Pay Period From:07/01/2022 To:07/31/2022 Check Date:07/15/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	1	220715	1,514.27	0.00
				VENDOR TOTAL:			1,514.27	1,514.27	0.00
				REPORT TOTAL:			1,514.27	1,514.27	0.00

** END OF REPORT - Generated by Amanda Cunningham **

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206520	08/10/2022	WIRE	010365	ALABAMA INCOME TAX DIVISI	12,867.11			
		1 CHECKS		CASH ACCOUNT TOTAL	12,867.11	.00		

PAYROLL VENDOR PROOF SUMMARY

Warrant:220722 Pay Period From:07/04/2022 To:07/17/2022 Check Date:07/22/2022

VENDOR	ADDRESS	NAME	TYP	DED	DESC	RUN	WARRANT	EMPLOYEE AMT	EMPLOYER AMT
10365	0	ALABAMA INCOME T	I	4000	STATE	0	220722	44,372.57	0.00
				VENDOR TOTAL:			44,372.57	44,372.57	0.00
				REPORT TOTAL:			44,372.57	44,372.57	0.00

** END OF REPORT - Generated by Amanda Cunningham **

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253897	08/11/2022	PRINTED	010009	ALABAMA POWER CO	72,767.41			
253898	08/11/2022	PRINTED	054017	AT&T	820.16			
253899	08/11/2022	PRINTED	063589	AT&T	68.89			
253900	08/11/2022	PRINTED	014397	AT&T MOBILITY	869.59			
253901	08/11/2022	PRINTED	014397	AT&T MOBILITY	564.16			
253902	08/11/2022	PRINTED	014005	BALDWIN EMC	7,703.00			
253903	08/11/2022	PRINTED	048004	BAY MINETTE POSTMASTER	275.00			
253904	08/11/2022	PRINTED	185203	BLADE CONSTRUCTION, LLC	187,283.14			
253905	08/11/2022	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	35.91			
253906	08/11/2022	PRINTED	019049	CITY OF FOLEY	86.60			
253907	08/11/2022	PRINTED	002022	GORDON & ZAKARY, INC.	93,029.45			
253908	08/11/2022	PRINTED	002150	IVM SOLUTIONS LLC	32,996.00			
253909	08/11/2022	PRINTED	001950	LORD & SON CONSTRUCTION,	113,845.77			
253910	08/11/2022	PRINTED	019003	NORTH BALDWIN UTILITIES	148.96			
253911	08/11/2022	PRINTED	002080	ORANGE BEACH WATER AUTHOR	38.67			
253912	08/11/2022	PRINTED	048197	PERDIDO BAY WATER, SEWER,	44.38			
253913	08/11/2022	PRINTED	133604	PETTY CASH - KELLY CHILDR	54.98			
253914	08/11/2022	PRINTED	051003	RIVIERA UTILITIES	9,471.68			
253915	08/11/2022	PRINTED	062367	SOUTHERN LINC WIRELESS	465.50			
253916	08/11/2022	PRINTED	002028	WEAVER ELECTRIC, INC	7,147.00			
	20 CHECKS			CASH ACCOUNT TOTAL	527,716.25	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253917	08/11/2022	PRINTED	002222	CORPORATE CONNECTIONS HOL	1,834.75			
253918	08/11/2022	PRINTED	181969	EKKLESIA HOLDING COMPANY,	160.96			
253919	08/11/2022	PRINTED	181972	ERIK JON TOLPO	4,023.17			
253920	08/11/2022	PRINTED	002168	GOZLANS LLC	176.61			
253921	08/11/2022	PRINTED	002221	ADEL HANALLA	4,224.70			
253922	08/11/2022	PRINTED	192365	HOWARD, ANDREW	267.94			
253923	08/11/2022	PRINTED	187171	HUMMINGBIRD CAPITAL LLC	2,323.69			
253924	08/11/2022	PRINTED	164292	JOEL DUANE WILLIAMS	207.10			
253925	08/11/2022	PRINTED	191609	LB WOODRUFF III	276.30			
253926	08/11/2022	PRINTED	192299	OLDE TOWNE, LLC	3,405.10			
253927	08/11/2022	PRINTED	192260	PRESCOTT, GLENDA TYLER	1,730.99			
253928	08/11/2022	PRINTED	192247	RICH, DENNIS E	6,326.75			
253929	08/11/2022	PRINTED	002137	BRUCE RICKER	2,042.14			
253930	08/11/2022	PRINTED	188785	SKG QRP, LLC	2,217.94			
		14 CHECKS		CASH ACCOUNT TOTAL	29,218.14	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3337 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	39771 8122022		M081222A	102,136.81	.00	.00	9206558
CASH 999	2022/11	INV 08/12/2022	SEP-CHK: N	DISC: .00		10052100 52910	62,644.06	1099:
ACCT 10010	DEPT 555	DUE 08/12/2022	DESC:SHERIFF'S AP MONTH END			10052200 52910	31,530.54	1099:
						708 22797	2,576.40	1099:
						999 28299	5,385.81	1099:
1 APPROVED PAID INVOICES			TOTAL		102,136.81			
1 INVOICE(S)			REPORT POST TOTAL		102,136.81			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253932	08/12/2022	PRINTED	999996	ALEXIS JAMES	1,905.00			
253933	08/12/2022	PRINTED	999996	ANNA GRANTHAM	2,000.00			
253934	08/12/2022	PRINTED	999996	CASSIE PRUETTE	1,412.25			
253935	08/12/2022	PRINTED	999996	MELISSA ANN MIDKIFF	1,820.00			
253936	08/12/2022	PRINTED	999995	BAY VISTA PARTNERS, LLC	2,450.00			
253937	08/12/2022	PRINTED	999995	DLP PROSPER ORANGE BEACH	1,386.71			
253938	08/12/2022	PRINTED	999995	GLESSCO, LLC	4,400.00			
253939	08/12/2022	PRINTED	999995	HARBOR CROSSING APARTMENT	1,090.00			
253940	08/12/2022	PRINTED	999995	HOUSING FIRST, INC.	1,222.12			
253941	08/12/2022	PRINTED	999995	RALPH JENNINGS	2,895.00			
253942	08/12/2022	PRINTED	999995	RALPH JENNINGS	4,367.50			
	11 CHECKS			CASH ACCOUNT TOTAL	24,948.58	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206559	08/16/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	54,190.94			
		1 CHECKS		CASH ACCOUNT TOTAL	54,190.94	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206560	08/16/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	81,966.88			
		1 CHECKS		CASH ACCOUNT TOTAL	81,966.88	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253946	08/16/2022	PRINTED	999995	POLECAT PARK, LLC	950.00			
		1 CHECKS		CASH ACCOUNT TOTAL	950.00	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3356 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	40110 9820		M081622A	983.10	.00	.00	9206564
CASH 511	2022/11	INV 08/16/2022	SEP-CHK: N	DISC: .00		51154801 51500		983.10 1099:
ACCT 11000	DEPT 555	DUE 08/16/2022	DESC:MONTHLY PAY FLOW FEE					
1 APPROVED PAID INVOICES			TOTAL		983.10			
1 INVOICE(S)			REPORT POST TOTAL		983.10			

Baldwin County, AL

PRELIMINARY ACCOUNTS PAYABLE WARRANT REPORT

Detail Invoice List

CHECK RUN: I081722A 08/17/2022
DUE DATE: 08/17/2022

CASH ACCOUNT: 999 10010 Treasury Pooled Cash

VENDOR		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	DOCUMENT	VOUCHER	CHECK
51029	ROBERTSON INSURANCE A	0000		INV	08/17/2022	9016; A#BCOWAST		40133		
	ACCOUNT DETAIL					**LINE AMOUNT**				
	1 51054300 52755		SW Magnol	InsPoll		25,848.10				
							25,848.10			
						CHECK TOTAL	**25,848.10**			

1 INVOICES WARRANT TOTAL 25,848.10 25,848.10

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206565	08/17/2022	WIRE	001983	MEDONE, LC	149,238.84			
			1 CHECKS	CASH ACCOUNT TOTAL	149,238.84	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253950	08/18/2022	PRINTED	010009	ALABAMA POWER CO	1,452.72			
253951	08/18/2022	PRINTED	063589	AT&T	1,570.14			
253952	08/18/2022	PRINTED	014005	BALDWIN EMC	1,102.00			
253953	08/18/2022	PRINTED	185203	BLADE CONSTRUCTION, LLC	78,652.31			
253954	08/18/2022	PRINTED	002004	C SPIRE	312.95			
253955	08/18/2022	PRINTED	027007	CENTURYLINK	446.16			
253956	08/18/2022	PRINTED	027007	CENTURYLINK	88.45			
253957	08/18/2022	PRINTED	061111	CENTURYLINK	66.32			
253958	08/18/2022	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	10,099.78			
253959	08/18/2022	PRINTED	100861	JOHN G WALTON CONST CO	188,927.51			
253960	08/18/2022	PRINTED	185518	MCELHENNEY CONSTRUCTION C	570,770.21			
253961	08/18/2022	PRINTED	019003	NORTH BALDWIN UTILITIES	22,632.96			
253962	08/18/2022	PRINTED	047503	PH & J ARCHITECTS INC	23,349.87			
253963	08/18/2022	PRINTED	051003	RIVIERA UTILITIES	1,054.38			
253964	08/18/2022	PRINTED	152240	VERIZON WIRELESS	20.04			
253965	08/18/2022	PRINTED	001915	WHARTON-SMITH, INC.	1,293,364.00			
		16 CHECKS		CASH ACCOUNT TOTAL	2,193,909.80	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206569	08/18/2022	WIRE	001849	ALABAMA DEPT OF REVENUE	450.54			
		1 CHECKS		CASH ACCOUNT TOTAL	450.54	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3370 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 40251	8182022; BCSO PR		M081822A	935,412.71	.00	.00	9206570
CASH 999	2022/11	INV 08/18/2022	SEP-CHK: N	DISC: .00		10052100 52910	291,025.77	1099:
ACCT 10010	DEPT 555	DUE 08/18/2022	DESC:SHERIFF'S PR AP 08/19/22			10052200 52910	140,229.34	1099:
						708 22797	13,612.66	1099:
						10052100 52910	308,951.11	1099:
						10052200 52910	168,180.82	1099:
						708 22797	13,413.01	1099:
1 APPROVED PAID INVOICES			TOTAL		935,412.71			
1 INVOICE(S)			REPORT POST TOTAL		935,412.71			

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3371 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	40256 8182022; ARPA PR		N081822A	257,222.50	.00	.00	9206571
CASH 999	2022/11	INV 08/18/2022	SEP-CHK: N	DISC: .00		999 28299	73,768.81	1099:
ACCT 10010	DEPT 555	DUE 08/18/2022	DESC:SHERIFF'S ARPA PR 08/19/22			10052100 52910	689.78	1099:
						999 28299	181,189.95	1099:
						10052100 52910	1,573.96	1099:
1 APPROVED PAID INVOICES			TOTAL		257,222.50			
1 INVOICE(S)			REPORT POST TOTAL		257,222.50			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206572	08/21/2022	WIRE	185975	HANCOCK BANK	15,916.23			
		1 CHECKS		CASH ACCOUNT TOTAL	15,916.23	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253971	08/22/2022	PRINTED	192238	BUZBEE ENTERPRISES, INC	193.77			
253972	08/22/2022	PRINTED	187158	CANOPY INVESTMENT COMPANY	505.78			
253973	08/22/2022	PRINTED	002127	THOMAS FINCHER, JR	313.16			
253974	08/22/2022	PRINTED	187171	HUMMINGBIRD CAPITAL LLC	1,980.24			
253975	08/22/2022	PRINTED	174393	JEAN MARC PRESCOTT OR TYL	3,799.11			
253976	08/22/2022	PRINTED	002093	PHINATIC HOLDINGS, LLC	267.41			
253977	08/22/2022	PRINTED	192260	PRESCOTT, GLENDA TYLER	154.73			
253978	08/22/2022	PRINTED	192251	TRACY M REID	3,575.68			
253979	08/22/2022	PRINTED	002138	JEFFREY S ROWELL	7,031.85			
253980	08/22/2022	PRINTED	002139	RONNIE SCOTT	8,563.87			
		10 CHECKS		CASH ACCOUNT TOTAL	26,385.60	.00		

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206576	08/23/2022	WIRE	014125 BLUE CROSS & BLUE SHIELD	11,337.36			
			1 CHECKS CASH ACCOUNT TOTAL	11,337.36	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206577	08/23/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	133,222.93			
			1 CHECKS	CASH ACCOUNT TOTAL	133,222.93	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
253981	08/23/2022	PRINTED	800063	MARGARET AUSTIN	125.00			
253982	08/23/2022	PRINTED	800197	LINDA BOOKOUT	125.00			
253983	08/23/2022	PRINTED	800296	LOIS BOYKIN	150.00			
253984	08/23/2022	PRINTED	800067	DORETHA BRADLEY	125.00			
253985	08/23/2022	PRINTED	800075	JOSEPH BURCH, III	150.00			
253986	08/23/2022	PRINTED	800076	JOSEPH BURCH, IV	125.00			
253987	08/23/2022	PRINTED	800297	JANE CLARKSON	125.00			
253988	08/23/2022	PRINTED	800198	KAREN CLEMENTS	150.00			
253989	08/23/2022	PRINTED	800168	CONNOLLY, MARY	125.00			
253990	08/23/2022	PRINTED	800199	MICHAEL COOK	125.00			
253991	08/23/2022	PRINTED	800169	COTTON, JAMES JR	125.00			
253992	08/23/2022	PRINTED	800068	IRMA DAVISON	125.00			
253993	08/23/2022	PRINTED	800301	STEVEN DAY	125.00			
253994	08/23/2022	PRINTED	800515	PHYLLIS M EVANS	125.00			
253995	08/23/2022	PRINTED	800171	FASSBENDER, FREDERICK	125.00			
253996	08/23/2022	PRINTED	800200	ETHEL FLORES	125.00			
253997	08/23/2022	PRINTED	800302	ELLA FULLER	125.00			
253998	08/23/2022	PRINTED	800172	GOODLIN, MARY	125.00			
253999	08/23/2022	PRINTED	800514	LESLIE W GRIFFITH	125.00			
254000	08/23/2022	PRINTED	800304	JOLEE HAVARD	125.00			
254001	08/23/2022	PRINTED	800201	DONALD JOFFE	125.00			
254002	08/23/2022	PRINTED	800202	MARGARET JOFFE	125.00			
254003	08/23/2022	PRINTED	800079	DENIS J. KEARNEY, III	125.00			
254004	08/23/2022	PRINTED	800078	JACQUELINE KEARNEY	125.00			
254005	08/23/2022	PRINTED	800524	RICHARD KELLER	125.00			
254006	08/23/2022	PRINTED	001850	LANA MOSLEY	125.00			
254007	08/23/2022	PRINTED	800307	ANDREA LAY	125.00			
254008	08/23/2022	PRINTED	800174	LEE, PATRICIA	135.00			
254009	08/23/2022	PRINTED	800071	WENDY LETT	150.00			
254010	08/23/2022	PRINTED	800175	MCDEVITT, MARILYN	150.00			
254011	08/23/2022	PRINTED	800309	DIANE MCMAHON	125.00			
254012	08/23/2022	PRINTED	800176	MERCER, RICHARD	125.00			
254013	08/23/2022	PRINTED	800177	MOORE, JOYCE	125.00			
254014	08/23/2022	PRINTED	800311	DONNA PARKER	125.00			
254015	08/23/2022	PRINTED	800072	BRIDGETTE PATRICK	135.00			
254016	08/23/2022	PRINTED	800073	NORVELLA PATRICK	125.00			
254017	08/23/2022	PRINTED	800178	PATTON, TIMOTHY	125.00			
254018	08/23/2022	PRINTED	800074	MARY PETERSON	125.00			
254019	08/23/2022	PRINTED	800081	WILLIAM E ROBISON	125.00			
254020	08/23/2022	PRINTED	800314	JAMES RUDICELL	135.00			
254021	08/23/2022	PRINTED	800204	SANDRA SHANNON	125.00			
254022	08/23/2022	PRINTED	001899	SHARON B MCGUFF	150.00			
254023	08/23/2022	PRINTED	001893	SMITH, JODIE	125.00			
254024	08/23/2022	PRINTED	800082	JOSEPH C. SPICCIANI	125.00			
254025	08/23/2022	PRINTED	800317	JAMES TURK	125.00			
254026	08/23/2022	PRINTED	800318	LILLIAN WHITE	125.00			
		46 CHECKS		CASH ACCOUNT TOTAL	5,930.00	.00		

BALDWIN COUNTY COMMISSION
AP CHECK RECONCILIATION REPORT

CHECK NUMBER	CHECK DATE	TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED
9206562	08/19/2022	WIRE	54188	IRS-TAX PAYMENT	251,922.05
9206568	08/19/2022	WIRE	54188	IRS-TAX PAYMENT	83,699.20
9206575	08/19/2022	WIRE	54188	IRS-TAX PAYMENT	(258.10)
					335,363.15

BALDWIN COUNTY COMMISSION
AP CHECK RECONCILIATION REPORT

CHECK NUMBER	CHECK DATE	TYPE	VENDOR NUMBER	VENDOR NAME	UNCLEARED
9206561	08/19/2022	WIRE	51059	RETIREMENT SYSTEMS OF AL	172,923.48
9206567	08/19/2022	WIRE	51059	RETIREMENT SYSTEMS OF AL	63,409.80
9206574	08/19/2022	WIRE	51059	RETIREMENT SYSTEMS OF AL	(171.94)
					236,161.34

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254027	08/19/2022	PRINTED	094828	ALABAMA CHILD SUPPORT PAY	2,791.81			
254028	08/19/2022	PRINTED	180373	BALDWIN CNTY COMMISSION -	13,464.41			
254029	08/19/2022	PRINTED	186456	BALDWIN CNTY COMMISSION -	298,830.12			
254030	08/19/2022	PRINTED	188062	BALDWIN CNTY COMMISSION -	182.50			
254031	08/19/2022	PRINTED	002213	BRENDA Q GANEY CIRCUIT CL	380.43			
254032	08/19/2022	PRINTED	184047	DANIEL O'BRIEN	881.81			
254033	08/19/2022	PRINTED	189015	DEPARTMENT OF CHILDREN AN	154.10			
254034	08/19/2022	PRINTED	000717	FLEXIBLE BENEFITS	9,130.80			
254035	08/19/2022	PRINTED	040627	NATIONWIDE RETIREMENT SOL	14,167.08			
		9 CHECKS		CASH ACCOUNT TOTAL	339,983.06	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254036	08/24/2022	PRINTED	192238	BUZBEE ENTERPRISES, INC	1,913.88			
254037	08/24/2022	PRINTED	002194	JOSEPH L. BYKOWSKI	148.28			
254038	08/24/2022	PRINTED	187158	CANOPY INVESTMENT COMPANY	2,270.46			
254039	08/24/2022	PRINTED	002162	COREY DEAN	115.42			
254040	08/24/2022	PRINTED	002126	EAST COAST TAX AUCTION, L	5,126.81			
254041	08/24/2022	PRINTED	002129	PHILLIP L. HARDY, JR	111.90			
254042	08/24/2022	PRINTED	130681	JEAN MARC PRESCOTT	696.76			
254043	08/24/2022	PRINTED	174393	JEAN MARC PRESCOTT OR TYL	447.70			
254044	08/24/2022	PRINTED	191609	LB WOODRUFF III	57.90			
254045	08/24/2022	PRINTED	002227	ERIC HOUSTON LUCKY	912.78			
254046	08/24/2022	PRINTED	192298	PINE VALLEY ONE REAL ESTA	1,562.19			
254047	08/24/2022	PRINTED	002136	BRODERICK POWELL	245.02			
254048	08/24/2022	PRINTED	192260	PRESCOTT, GLENDA TYLER	488.55			
254049	08/24/2022	PRINTED	192225	RHODES, ANNIE	527.65			
254050	08/24/2022	PRINTED	002139	RONNIE SCOTT	5,366.81			
		15 CHECKS		CASH ACCOUNT TOTAL	19,992.11	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206578	08/25/2022	WIRE	014125	BLUE CROSS & BLUE SHIELD	62,313.04			
			1 CHECKS	CASH ACCOUNT TOTAL	62,313.04	.00		

Report generated: 08/25/2022 08:31
User: Lisa.Hacker
Program ID: apchkrcn

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254051	08/25/2022	PRINTED	010009	ALABAMA POWER CO	872.55			
254052	08/25/2022	PRINTED	014005	BALDWIN EMC	4,617.00			
254053	08/25/2022	PRINTED	019021	CITY OF FAIRHOPE-UTILITIE	16.10			
254054	08/25/2022	PRINTED	054257	FRONTIER COMMUNICATIONS O	75.40			
254055	08/25/2022	PRINTED	100861	JOHN G WALTON CONST CO	12,977.87			
254056	08/25/2022	PRINTED	002094	L & K CONSTRUCTION, LLC	176,458.35			
254057	08/25/2022	PRINTED	019003	NORTH BALDWIN UTILITIES	5,268.83			
254058	08/25/2022	PRINTED	051003	RIVIERA UTILITIES	2,960.40			
		8 CHECKS		CASH ACCOUNT TOTAL	203,246.50	.00		

Baldwin County, AL

INVOICE ENTRY PROOF LIST

CLERK: RBENSON BATCH: 3396 NEW INVOICES

VENDOR	REMIT NAME	DOCUMENT INVOICE	PO	CHECK RUN	NET AMOUNT	EXCEEDS PO BY	PO BALANCE	CHK/WIRE
APPROVED PAID INVOICES								
54070	00000 AL STATE DEPT OF	40826 213311800; 06/30/22		M082522A	8,042.34	.00	.00	9206581
CASH 999	2022/11	INV 08/25/2022	SEP-CHK: N	DISC: .00		100 21540		8,042.34 1099:
ACCT 10010	DEPT 555	DUE 08/25/2022	DESC:Q3 2022, Q4 FY 2022					
1 APPROVED PAID INVOICES			TOTAL		8,042.34			
1 INVOICE(S)			REPORT POST TOTAL		8,042.34			

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010

FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
9206582	08/25/2022	WIRE	010224	AL DEPT OF ENVIRONMENTAL	7,510.00			
		1 CHECKS		CASH ACCOUNT TOTAL	7,510.00	.00		

Baldwin County, AL

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 999 10010 FOR: Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
254059	08/26/2022	PRINTED	176049	STIVERS FORD LINCOLN MERC	31,658.00			
		1 CHECKS		CASH ACCOUNT TOTAL	31,658.00	.00		

Baldwin County Commission

Agenda Action Form

File #: 22-1411, **Version:** 1 **Item #:** CA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, County Administrator
Submitted by: Michelle Howard, Commission Executive Assistant

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ITEM TITLE
City of Daphne - Annexation Notification

STAFF RECOMMENDATION
Authorize the placement of the City of Daphne's Annexation Ordinances No. 2022-28, No. 2022-39, and No. 2022-49, annexing property into the corporate limits of the City of Daphne, Alabama, into the minutes of the September 6, 2022, Baldwin County Commission meeting with proper notifications to the following departments/organizations:

Baldwin County Commission Departments
Baldwin County Commission
Building Inspection Department
Communications/Information Systems Department
Environmental Management/Solid Waste Department
Highway Department
Planning and Zoning Department

Elected Officials
Baldwin County Probate Office
Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies
Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Background: The City of Daphne submitted a copy of Annexation Ordinances No. 2022-28, No. 2022-39, and No. 2022-49, for the annexation of certain properties into the corporate limits of the City of Daphne, Alabama, to be made part of the record of the Baldwin County Commission meeting on September 6, 2022.

Previous Commission action/date: 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):
The Honorable Robin LeJeune, Mayor
City of Daphne
Attn: Candance G. Antinarella, City Clerk
Post Office Box 400
Daphne, Alabama 36526

Email memo to various departments/organizations

Additional instructions/notes: N/A

4 BCC
RC
CH

Robin LeJeune
Mayor

Candace G. Antinarella
City Clerk

David Carpenter II
Chief of Police

LeAnn Tacon
Fire Chief

Kelli Kichler Reid
TREASURER

Tommie B. Conaway
Council District 1

Doug Goodlin
Council District 4

Steve Olen
Council District 2

Ron Scott
Council District 5

Joel Coleman
Council District 3

Benjamin Hughes
Council District 6

Angie Phillips
Council District 7

RECEIVED
AUG 22 2022
BY:

August 18, 2022

Baldwin County Commission
Attn: Ronald Cink
312 Court House Square, Suite 12
Bay Minette, AL 36507

Re: Annexation of Property

Dear Mr. Cink:

Please find enclosed Daphne Ordinances 2022-28, 2022-39 and 2022-49 annexing property into the City of Daphne. There is no impact to the population.

If you have any questions or need further information please contact me.

Sincerely,

Candace G. Antinarella

Candace G. Antinarella, CMC
City Clerk

CGA/jhl

Enclosure

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022- 28

ORDINANCE TO ANNEX PROPERTY CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE

East of County Road 13 - Red Barn, L.L.C.

WHEREAS, on the 28th day of December, 2021, Red Barn L.L.C., being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the "City"); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on February 24, 2022, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on April 18, 2022, concerning the petition for annexation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

SECTION ONE: ANNEXATION

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq*., Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

SECTION TWO: ZONING

At the May 16, 2022, regularly scheduled City Council meeting, Ordinance 2022-27 was adopted pre-zoning the said property as R-6(G), Garden or Patio Home, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

Legal Description for Annexation:

BEGIN AT THE NORTHWEST CORNER OF OLDFIELD PHASE 4 AMENDED SUBDIVISION, AS SHOWN BY A MAP OR PLAT THEREOF RECORDED AT SLIDE 2676-E, PROBATE RECORDS,

BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 165.81 FEET; THENCE RUN SOUTH 25 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 55.63 FEET; THENCE RUN SOUTH 05 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 409.52 FEET; THENCE RUN SOUTH 14 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 51.82 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.02 FEET; THENCE RUN SOUTH 85 DEGREES 09 MINUTES 22 SECONDS WEST, A DISTANCE OF 287.00 FEET; THENCE RUN NORTH 48 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 154.04 FEET; THENCE RUN SOUTH 37 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 203.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 141.91 FEET, (CHORD BEARS NORTH 65 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 140.77 FEET); THENCE RUN SOUTH 22 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 215.00 FEET; THENCE RUN SOUTH 03 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 436.03 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 190.90 FEET, (CHORD BEARS NORTH 79 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 188.12 FEET); THENCE RUN SOUTH 27 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 193.22 FEET; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 118.52 FEET; THENCE RUN SOUTH 08 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 684.72 FEET; THENCE RUN SOUTH 22 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 54.31 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 563.98 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 1327.33 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 14.50 FEET, (CHORD BEARS NORTH 06 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.50 FEET); THENCE RUN SOUTH 84 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 06 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.90 FEET; THENCE RUN NORTH 84 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 893.49 FEET, (CHORD BEARS NORTH 03 DEGREES 25 MINUTES 38 SECONDS EAST, A DISTANCE OF 893.19 FEET); THENCE RUN NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 1612.09 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 2137.34 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 108.30 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "A" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE 16th DAY OF May, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

Dewberry

Dewberry Engineers Inc
25353 Friendship Road
Daphne, AL 36526

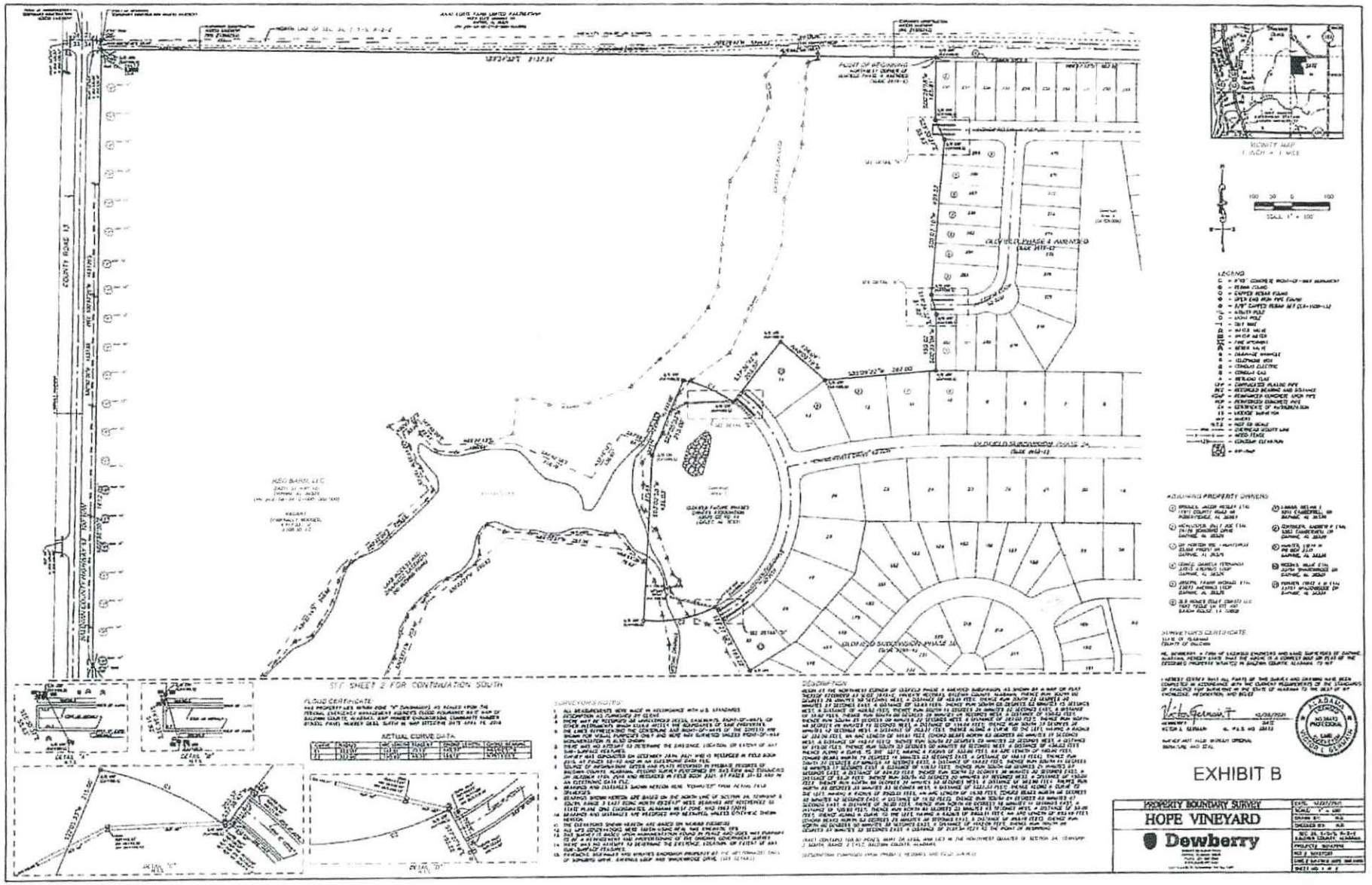
251.990.9950
251.990.9910 fax
www.dewberry.com

EXHIBIT "A"

LEGAL DESCRIPTION: HOPE VINEYARD

BEGIN AT THE NORTHWEST CORNER OF OLDFIELD PHASE 4 AMENDED SUBDIVISION, AS SHOWN BY A MAP OR PLAT THEREOF RECORDED AT SLIDE 2676-E, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 28 MINUTES 58 SECONDS WEST, A DISTANCE OF 165.81 FEET; THENCE RUN SOUTH 25 DEGREES 30 MINUTES 37 SECONDS EAST, A DISTANCE OF 55.63 FEET; THENCE RUN SOUTH 05 DEGREES 03 MINUTES 10 SECONDS WEST, A DISTANCE OF 409.52 FEET; THENCE RUN SOUTH 14 DEGREES 34 MINUTES 32 SECONDS EAST, A DISTANCE OF 51.82 FEET; THENCE RUN SOUTH 00 DEGREES 39 MINUTES 04 SECONDS WEST, A DISTANCE OF 150.02 FEET; THENCE RUN SOUTH 85 DEGREES 09 MINUTES 22 SECONDS WEST, A DISTANCE OF 287.00 FEET; THENCE RUN NORTH 48 DEGREES 09 MINUTES 19 SECONDS WEST, A DISTANCE OF 154.04 FEET; THENCE RUN SOUTH 37 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 203.37 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 141.91 FEET, (CHORD BEARS NORTH 65 DEGREES 00 MINUTES 51 SECONDS WEST, A DISTANCE OF 140.77 FEET); THENCE RUN SOUTH 22 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 215.00 FEET; THENCE RUN SOUTH 03 DEGREES 00 MINUTES 58 SECONDS WEST, A DISTANCE OF 436.03 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 322.00 FEET, AN ARC LENGTH OF 190.90 FEET, (CHORD BEARS NORTH 79 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 188.12 FEET); THENCE RUN SOUTH 27 DEGREES 27 MINUTES 19 SECONDS EAST, A DISTANCE OF 193.22 FEET; THENCE RUN SOUTH 14 DEGREES 16 MINUTES 17 SECONDS EAST, A DISTANCE OF 118.52 FEET; THENCE RUN SOUTH 08 DEGREES 21 MINUTES 07 SECONDS EAST, A DISTANCE OF 684.72 FEET; THENCE RUN SOUTH 22 DEGREES 38 MINUTES 30 SECONDS EAST, A DISTANCE OF 54.31 FEET; THENCE RUN SOUTH 00 DEGREES 20 MINUTES 07 SECONDS WEST, A DISTANCE OF 150.00 FEET; THENCE RUN NORTH 89 DEGREES 39 MINUTES 53 SECONDS WEST, A DISTANCE OF 563.98 FEET; THENCE RUN NORTH 89 DEGREES 35 MINUTES 53 SECONDS WEST, A DISTANCE OF 1327.33 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 14.50 FEET, (CHORD BEARS NORTH 06 DEGREES 38 MINUTES 12 SECONDS EAST, A DISTANCE OF 14.50 FEET); THENCE RUN SOUTH 84 DEGREES 05 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 06 DEGREES 18 MINUTES 11 SECONDS EAST, A DISTANCE OF 100.90 FEET; THENCE RUN NORTH 84 DEGREES 05 MINUTES 45 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 9905.51 FEET, AN ARC LENGTH OF 893.49 FEET, (CHORD BEARS NORTH 03 DEGREES 25 MINUTES 38 SECONDS EAST, A DISTANCE OF 893.19 FEET); THENCE RUN NORTH 00 DEGREES 50 MINUTES 30 SECONDS EAST, A DISTANCE OF 1612.09 FEET; THENCE RUN SOUTH 89 DEGREES 27 MINUTES 32 SECONDS EAST, A DISTANCE OF 2137.34 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 108.30 ACRES, MORE OR LESS, AND LIES IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.


VICINITY MAP
1 INCH = 1 MILE
SCALE: 1" = 100'
LEGEND
ADJOINING PROPERTY OWNERS
SURVEYOR'S CERTIFICATE
SURVEYOR'S NOTES:
FLOOD CERTIFICATE
DESCRIPTION
ACTUAL CURVE DATA
SEE SHEET 2 FOR CONTINUATION SOUTH
DETAIL "A"
DETAIL "B"
EXHIBIT B
PROPERTY BOUNDARY SURVEY
HOPE VINEYARD
Dewberry

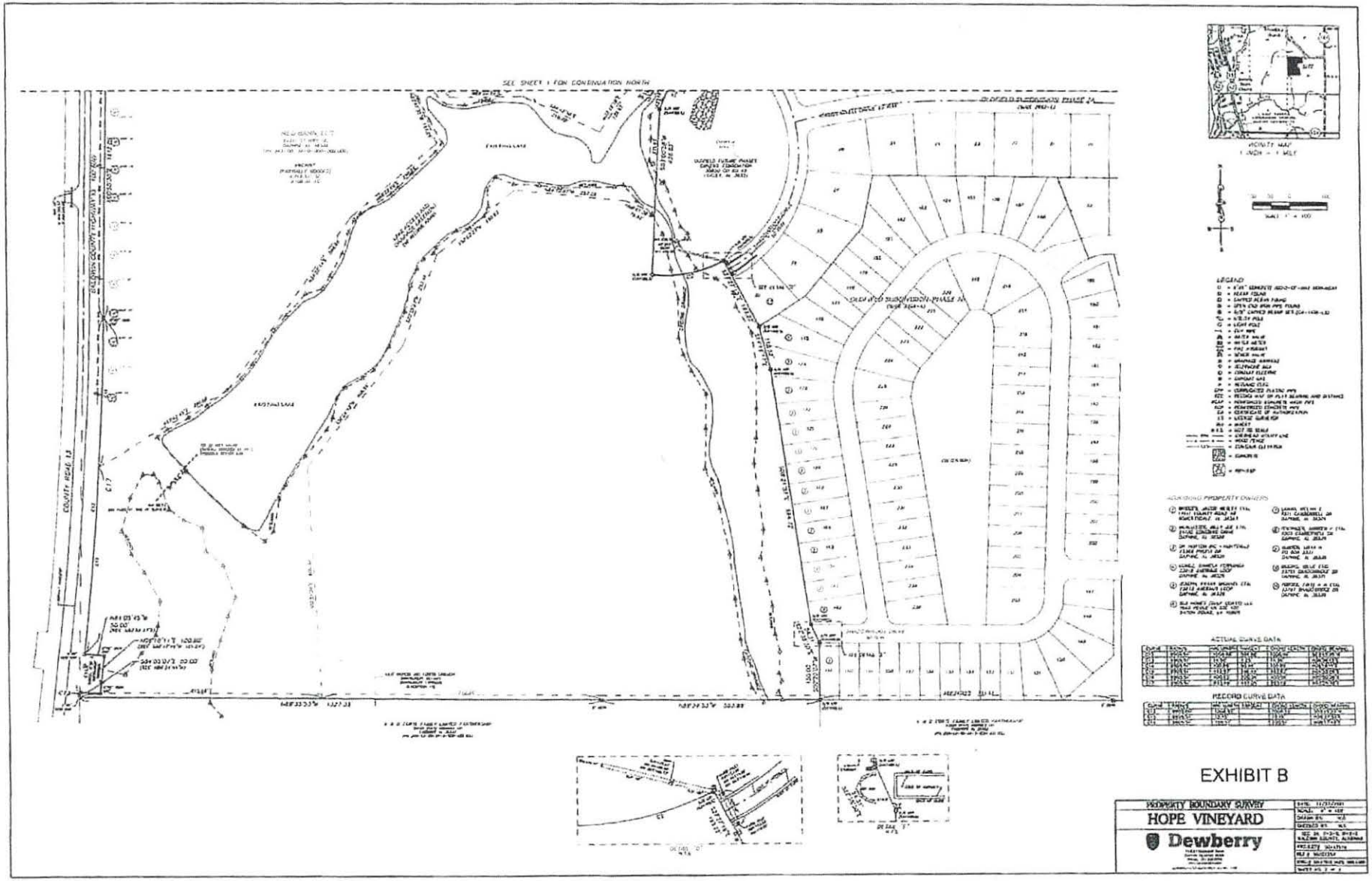
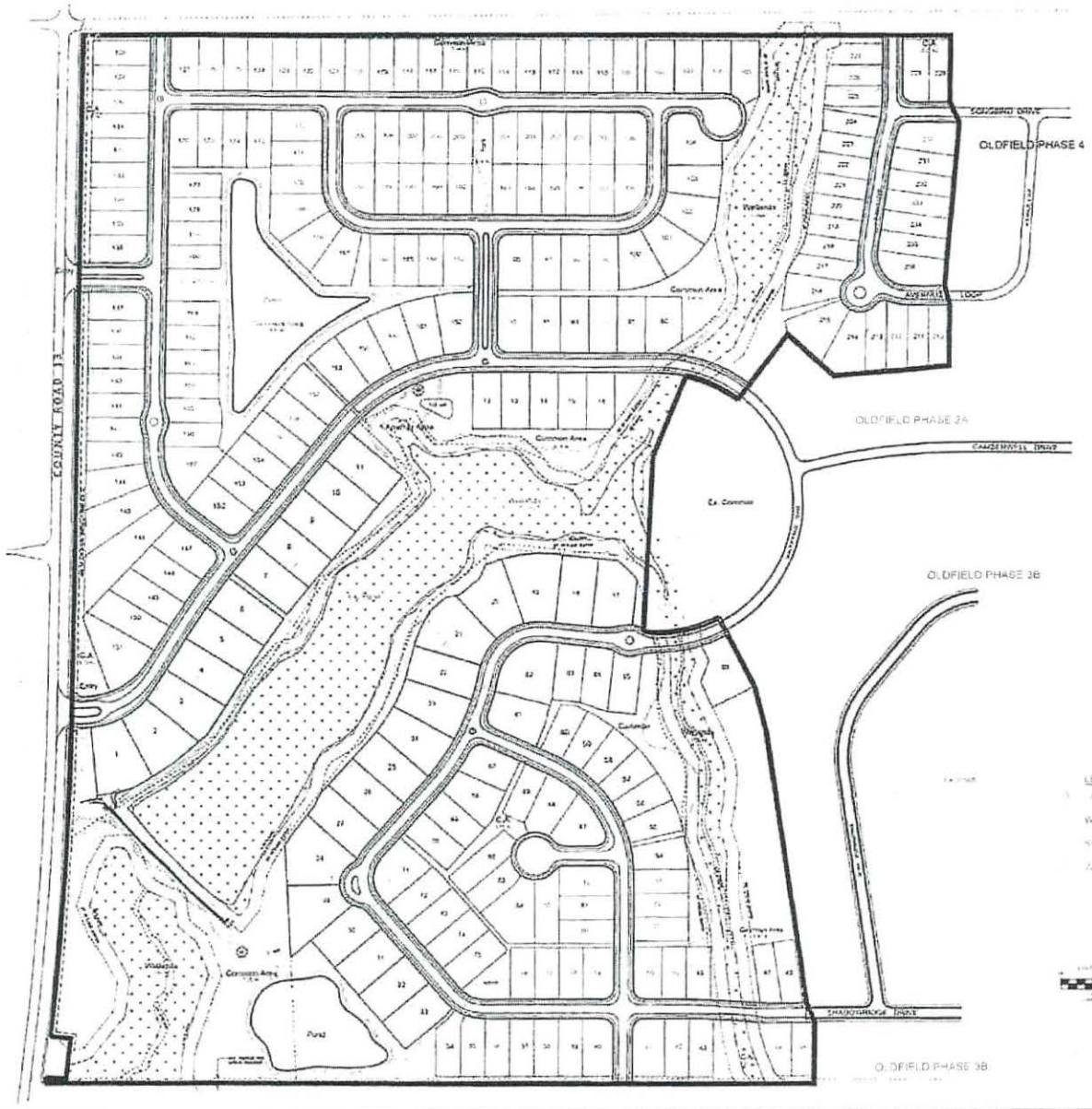


EXHIBIT B
PROPERTY BOUNDARY SURVEY
HOPE VINEYARD
Dewberry





LOT DISTRIBUTION

LOT SIZE	NORTH	SOUTH	TOTAL	MIX
52'	27	5	32	(13.7%)
60'	55	31	123	(51.2%)
70'	40	15	55	(23.3%)
90'	11	17	28	(11.9%)
TOTAL	163	73	234	(100%)

TYPICAL LOT DETAILS



PROPERTY OWNER
RED BARN, LLC
24311 STATE HIGHWAY 181
DAPHNE, AL 36526

APPLICANT
MARONDA HOMES
9416 CAMDEN FIELD PARKWAY
RIVERVIEW, FL 33579

SITE DATA

PARCEL ID = [illegible]
TOTAL AREA = 108.32 AC
FLOOD ZONE = [illegible]
EXIST. ZONING = [illegible]
PROP. ZONING = [illegible]

BULK STANDARDS

LOTS (ZONE RA&DH)
MINIMUM AREA = 5,000 SF
MIN. WIDTH = 50
MAX. DENSITY = 8 DU/AC

SETBACKS = 25' FRONT
= 25' REAR
= 8' SIDE/20' CORNER

ROADS (CITY OF DAPHNE)
MINOR LOCAL = 50' RIGHT-OF-WAY
ROAD WIDTH = 22' PAVEMENT
CUL-DE-SAC = 120' D. R/W
48' R. PAVEMENT

DEVELOPMENT SUMMARY

PROPOSED USE = SINGLE FAMILY RES

LOT SUMMARY = 238 LOTS TOTAL
SMALLEST LOT = 6,678 SF (LOT 217)
LARGEST LOT = 20,364 SF (LOT 20)
MIN. WIDTH = 52'
GROSS DENSITY = 2.16 DU/AC
WETLANDS = 14.71 AC (13.6%)
OPEN SPACE = 39.36 AC (36.3%)

TOTAL ROADS = 11,536 LF
PAVEMENT = 22' + 2.5' CURBS
SIDEWALKS = 5' BOTH SIDES

LEGEND

WALKING TRAIL

RAISED CROSSWALK

N

HOPE VINEYARD
FEBRUARY 23, 2022
CONCEPTUAL MASTER PLAN

Dewberry

EXHIBIT "C"

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022- 39

ORDINANCE TO ANNEX PROPERTY CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE

Southeast of the Intersection of Pleasant Road and County Road 13
Ann E. Berga and Teresa Warner

WHEREAS, on the 20th day of December, 2021, Ann E. Berga and Teresa, being the owners of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the "City"); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on April 28, 2022, and the Commission set forth a unanimously favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on June 20, 2022, concerning the petition for annexation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

SECTION ONE: ANNEXATION

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq*., Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

SECTION TWO: ZONING

At the July 5 2022, regularly scheduled City Council meeting, Ordinance 2022-38 was adopted pre-zoning the said property as R-6(G), Garden or Patio Home, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

Legal Description for Annexation:

BEGINNING AT A 1/2 INCH CAPPED REBAR FOUND AT THE NORTHEAST CORNER OF OTTAWA SPRINGS, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2255-E, BALDWIN COUNTY PROBATE RECORDS, AND RUN THENCE NORTH 00 DEGREES 12

MINUTES 23 SECONDS EAST, A DISTANCE OF 1327.57 FEET TO A 5/8 INCH CAPPED REBAR FOUND (EDS) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, A DISTANCE OF 661.74 FEET TO A 5/8 INCH CAPPED REBAR FOUND (EDS) AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE RUN SOUTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, A DISTANCE OF 664.28 FEET TO A 1/2 INCH CAPPED REBAR SET (SE CIVIL) AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE RUN NORTH 89 DEGREES 29 MINUTES 01 SECONDS WEST, A DISTANCE OF 662.65 FEET TO A 1/2 INCH CAPPED REBAR FOUND AT THE SOUTHEAST CORNER OF ASHLEY PLACE SUBDIVISION, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 1608-A, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTH 89 DEGREES 36 MINUTES 48 SECONDS WEST, ALONG THE SOUTH LINE OF SAID ASHLEY PLACE, A DISTANCE OF 1284.52 FEET TO A 1/2 INCH CAPPED REBAR SET (SE CIVIL) ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 13 (80 FOOT RIGHT-OF-WAY); THENCE RUN SOUTH 00 DEGREES 18 MINUTES 48 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY, A DISTANCE OF 664.82 FEET TO A 1/2 INCH CAPPED REBAR SET (SE CIVIL) AT THE NORTHWEST CORNER OF THE AFOREMENTIONED OTTAWA SPRINGS; THENCE RUN SOUTH 89 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID OTTAWA SPRINGS, A DISTANCE OF 1260.40 FEET TO A 1/2" CAPPED REBAR SET (SE CIVIL); THENCE RUN SOUTH 89 DEGREES 35 MINUTES 05 SECONDS EAST, ALONG SAID NORTH LINE OF OTTAWA SPRINGS, A DISTANCE OF 1320.86 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 49.90 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "A" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

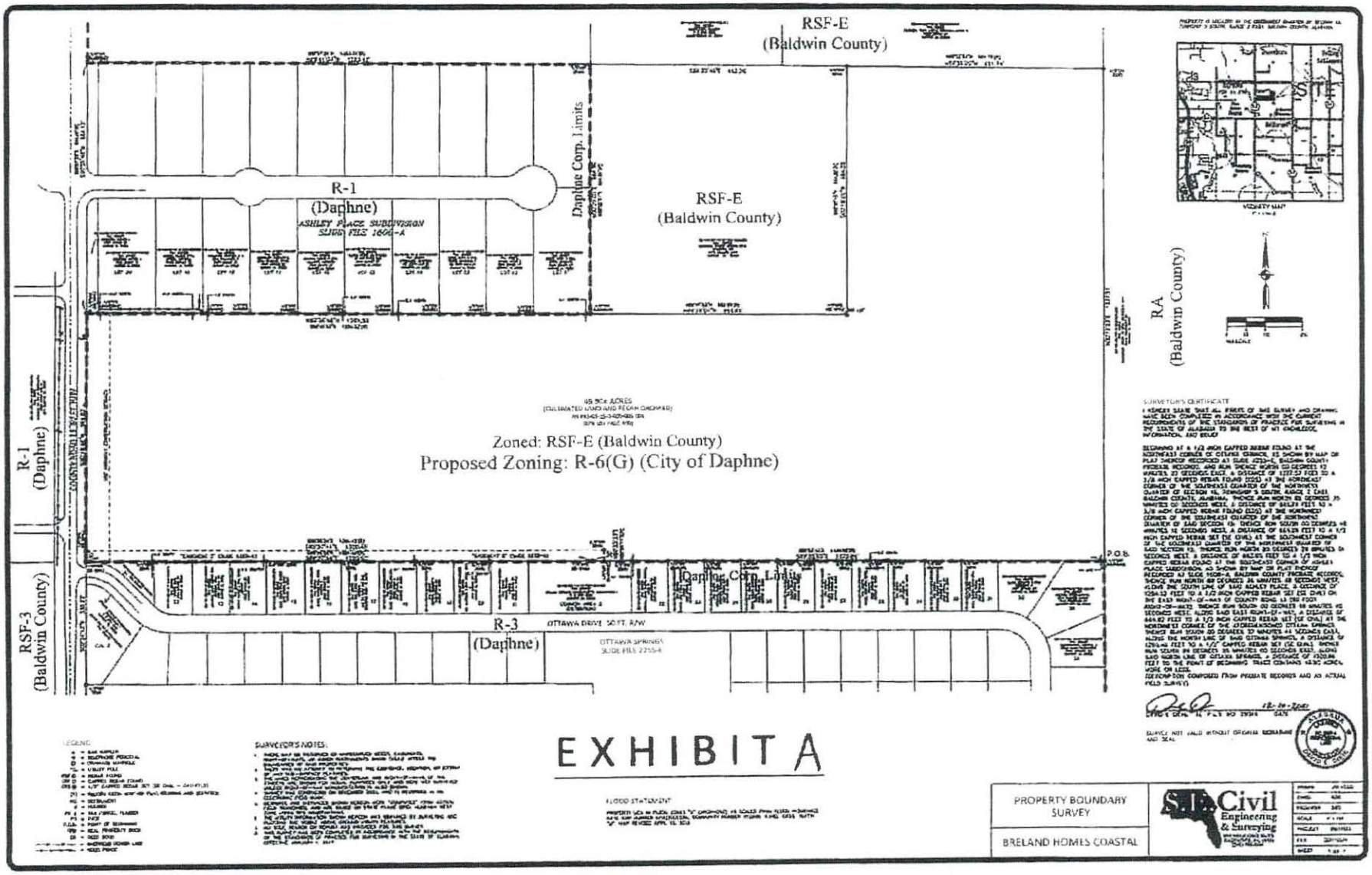
This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS 5th day of July, 2022.

Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk


RSF-E
(Baldwin County)
R-1
(Daphne)
ASHLEY PLACE SUBDIVISION
SLIDE FILE 1606-A
Daphne Corp. Limits
RSF-E
(Baldwin County)
RA
(Baldwin County)
R-1
(Daphne)
RSF-3
(Baldwin County)
45.904 ACRES
Zoned: RSF-E (Baldwin County)
Proposed Zoning: R-6(G) (City of Daphne)
Daphne Corp. Limits
R-3
(Daphne)
OTTAWA DRIVE 50 FT. R/W
OTTAWA SPRINGS
SLIDE FILE 2755-A
P.O.B.
SURVEYOR'S CERTIFICATE
LEGEND
SURVEYOR'S NOTES:
FLOOD STATEMENT
EXHIBIT A
PROPERTY BOUNDARY SURVEY
BRELAND HOMES COASTAL
S.E. Civil
Engineering & Surveying

CITY OF DAPHNE, ALABAMA
ORDINANCE 2022- 49

ORDINANCE TO ANNEX PROPERTY CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF DAPHNE

Southeast of the Intersection of County Road 64 and Friendship Road
KJC Investments, L.L.C.

WHEREAS, on the 24th day of February, 2022, KJC Investments, L.L.C., being the owner of certain real property hereinafter described, did file with the City Clerk a petition requesting that said tracts or parcels of land be annexed into and become part of the City of Daphne, Alabama (the "City"); and

WHEREAS, said petition did contain an accurate description of the property to be annexed together with a map of the said territory showing its relationship to the corporate limits of the City of Daphne, Alabama, and the signatures of all owners of the property described; and

WHEREAS, said petition was presented to the Planning Commission of the City of Daphne at a regular scheduled meeting on May 26, 2022, and the Commission set forth a favorable recommendation for the City Council of the City of Daphne to consider said request for annexation of said property; and

WHEREAS, after proper publication, a public hearing was held by the City Council on July 18, 2022, concerning the petition for annexation.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, AS FOLLOWS:

SECTION ONE: ANNEXATION

The City Council of the City of Daphne finds and declares as the legislative body of the City that it is in the best interest of the citizens of the City and the citizens of the affected area to bring the property described in Section Three of this Ordinance into the corporate limits of the City, and has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24, *et seq*., Code of Alabama (1975); effective on publication as required by Section 11-42-21, Code of Alabama (1975), as amended.

SECTION TWO: ZONING

At the August 1, 2022, regularly scheduled City Council meeting, Ordinance 2022-47 was adopted pre-zoning the said property as B-2, General Business, with the apportionment of said zoning districts to the subject property described therein.

SECTION THREE: DESCRIPTION OF TERRITORY

The boundary lines of the City of Daphne are hereby altered or rearranged so as to include all the territory heretofore encompassed by the corporate limits of the City of Daphne and, in addition thereto, the following described property, to-wit:

Legal Description for Annexation:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-37'-55" WEST A DISTANCE OF 756.54 FEET; THENCE RUN SOUTH 00°-16'-21" WEST A DISTANCE OF 410.42 FEET TO A CAPPED REBAR (GARSED) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN SOUTH 00°-16'-47" WEST A DISTANCE OF 917.64 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN NORTH 89°-31'-03" WEST A DISTANCE OF 566.05 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 00°-12'-14" WEST A DISTANCE OF 662.87 FEET TO A CAPPED REBAR (10675) AT THE NORTHEAST CORNER OF LOT 4, TRIONE TRACE, AS RECORDED ON SLIDE 1594-A OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-28'-33" WEST ALONG THE NORTH LINE OF SAID LOT 4 A DISTANCE OF 584.07 FEET TO A CAPPED REBAR (0089LS) AT THE SOUTHEAST CORNER OF LOT 10-A, AMENDED PLAT, ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1, REPLAT OF LOT 10, AS RECORDED ON SLIDE 2778-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-13'-38" EAST ALONG THE EAST LINE OF SAID LOT 10-A A DISTANCE OF 200.06 FEET TO A CAPPED REBAR (HMR) AT THE NORTHEAST CORNER OF SAID LOT 10-A; THENCE RUN NORTH 89°-27'-54" WEST ALONG THE NORTH LINE OF SAID LOT 10-A A DISTANCE OF 400.03 FEET TO A CAPPED REBAR (HMR); THENCE RUN NORTH 89°-31'-08" WEST ALONG THE NORTH LINE OF SAID LOT 10-A A DISTANCE OF 39.76 FEET TO A CAPPED REBAR (HMR) AT THE SOUTHEAST CORNER OF A PARCEL LABELED "RESERVED FOR FUTURE RIGHT-OF-WAY AS SHOWN ON THE PLAT OF ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1, AS RECORDED ON SLIDE 2439-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-11'-43" EAST ALONG THE EAST LINE OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1 A DISTANCE OF 404.37 FEET; THENCE RUN SOUTH 89°-47'-01" EAST A DISTANCE OF 304.69 FEET; THENCE RUN NORTH 00°-10'-12" EAST A DISTANCE OF 564.17 FEET; THENCE RUN NORTH 89°-47'-01" WEST A DISTANCE OF 304.23 FEET TO THE EAST LINE OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN NORTH 00°-13'-07" EAST ALONG THE EAST LINE OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1 A DISTANCE OF 409.55 FEET TO A CAPPED REBAR (HMR) AT THE NORTHEAST CORNER OF LOT 2 OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN NORTH 89°-38'-35" WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 90.24 FEET TO A CAPPED REBAR (ILLEGIBLE) AT THE SOUTHEAST CORNER OF LOT 1 OF SAID ITALIAN SETTLEMENT BUSINESS PARK - PHASE 1; THENCE RUN NORTH 00°-13'-22" EAST

ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 183.19 FEET; THENCE RUN SOUTH 89°-37'-02" EAST A DISTANCE OF 15.00 FEET; THENCE RUN NORTH 00°-13'-54" EAST A DISTANCE OF 170.00 FEET; THENCE RUN SOUTH 89°-39'-50" EAST ALONG A LINE 15 FEET SOUTH OF AND PARALLEL WITH THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 64 (80' R/W) A DISTANCE OF 1,149.65 FEET; THENCE RUN SOUTH 00°-25'-16" WEST A DISTANCE OF 354.94 FEET TO A 1/2" REBAR; THENCE RUN SOUTH 89°-34'-38" EAST A DISTANCE OF 517.65 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 52.48 ACRES, MORE OR LESS.

SECTION FOUR: MAP OF PROPERTY

The property hereby annexed into the City of Daphne, Alabama, as described in Section Three of this Ordinance, is set forth on a map of the property attached hereto and made a part of this Ordinance as Exhibit "A" showing its relationship to the corporate limits of the City of Daphne.

SECTION FIVE: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall become effective upon its date of publication as required by Section 11-42-21 Code of Alabama (1975), as amended, and the property described herein shall be then annexed into the corporate limits of the City of Daphne, and a certified copy of the same shall be filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with Section 11-42-21, Code of Alabama (1975), as amended.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA, THIS THE 1st DAY OF August, 2022.

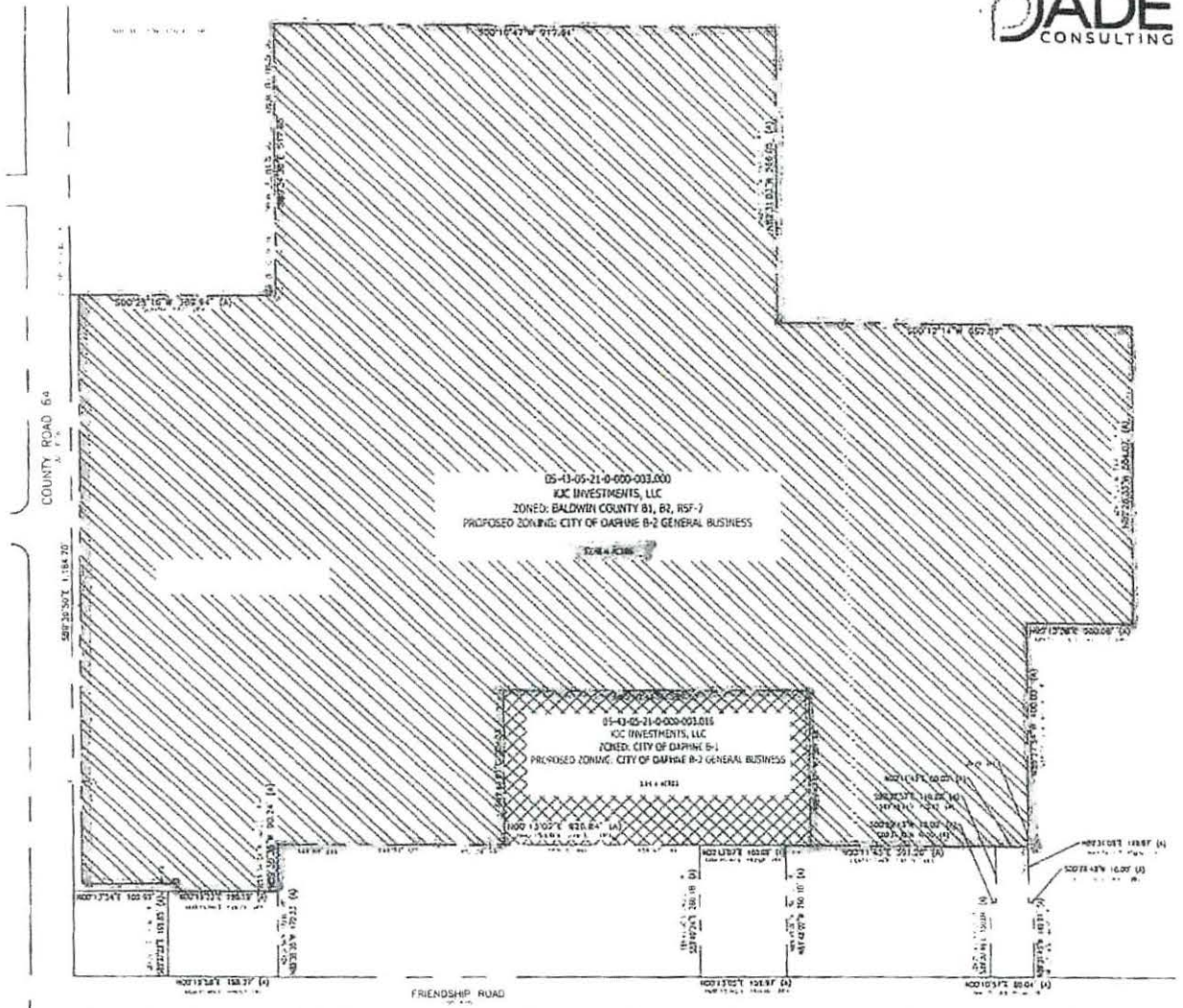
Robin LeJeune, Mayor

ATTEST:

Candace G. Antinarella, CMC, City Clerk

JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
208 Greene Road N., Ste C Fairhope, Alabama 36533
P O Box 1929 Fairhope, Alabama 36533
Phone: (251) 928-3443 Fax: (251) 928-3665
jadeengineers.com

DATE: 2/24/2022



LEGEND

REZONE TO CITY OF DAPHNE B-2 GENERAL BUSINESS

PROPOSED ZONING MAP:
APPROX. 56.42 ACRES
COUNTY ROAD 64
AND
FRIENDSHIP ROAD
DAPHNE, AL

Baldwin County Commission

Agenda Action Form

File #: 22-1442, **Version:** 1 **Item #:** CA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Interim County Administrator
Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE
City of Robertsdale - Annexation Notification

STAFF RECOMMENDATION
Authorize the placement of the City of Robertsdale's Annexation Ordinances No. 006-2022, No. 008-2022, and No. 010-2022, annexing property into the corporate limits of the City of Robertsdale, Alabama, into the minutes of the September 6, 2022, Baldwin County Commission meeting with proper notifications to the following departments/organizations:

Baldwin County Commission Departments
Baldwin County Commission
Building Inspection Department
Communications/Information Systems Department
Environmental Management/Solid Waste Department
Highway Department
Planning and Zoning Department

Elected Officials
Baldwin County Probate Office
Baldwin County Revenue Commission
Baldwin County Sheriff's Office

Other Agencies
Board of Registrars Office
Emergency 911
South Alabama Regional Planning Commission

BACKGROUND INFORMATION

Background: The City of Robertsdale submitted a copy of Annexation Ordinances No. 006-2022, No. 008-2022, and No. 010-2022, for the annexation of certain property into the corporate limits of the City of Robertsdale, Alabama, to be made part of the record of the Baldwin County Commission meeting on September 6, 2022.

Previous Commission action/date: 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):
Administration - Mail Correspondence to:

The Honorable Charles H. Murphy, Mayor
City of Robertsdale
Attention: Shannon J. Burkett, City Clerk
Post Office Box 429
Robertsdale, Alabama 36567

Memo to various departments/organizations

Additional instructions/notes: N/A

MAYOR
Charles H. Murphy
COUNCIL MEMBERS:
Joe M. Kitchens
Paul Hollingsworth
Russell Johnson
Sue Cooper
Ruthie Campbell
CHIEF FINANCIAL OFFICER
Lewis Shealy
CITY CLERK
Shannon J. Burkett

CITY OF ROBERTSDALE

The Hub
of Baldwin County

City Hall 947-8900
City Clerk 947-8920
Court Clerk 947-8910
Public Works 947-8950
Police Dept. 947-2222
Fax 947-2619
TDD # 947-2122

P.O. Box 429
Robertsdale, AL 36567

RECEIVED
AUG 25 2022
BY: BP

HBC
RC

August 17, 2022

To Whom It May Concern:

I have been instructed to provide you with a copy of any annexation ordinances adopted by the City Council of the City of Robertsdale.

Ordinance Number 006-2022 was adopted August 15, 2022.
Ordinance Number 008-2022 was adopted August 15, 2022.
Ordinance Number 010-2022 was adopted August 15, 2022.

Should you have any questions, please contact me at shannonburkett@robertsdale.org or (251)947-8920.

Respectfully,

Shannon J. Burkett, CMC/CMRO
City Clerk

ORDINANCE NO. 006-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Baldwin Holdings LLC, for the property located at 21090 State Highway 59 & 18531 County Road 48, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

FROM R-1 to B-2:

Parcel 1: A parcel of land lying in the Southwest ¼ of the Southeast ¼ of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama, more particularly described as follows:

Beginning at the Southwest corner of the Southeast Quarter of Section7, Township 6 South, Range 4 East, Baldwin County, Alabama; run then North along the West boundary of said Southeast ¼ a distance of 200.00 feet; run thence North 89°48'01" East a distance of 200.0 feet; run thence South a distance of 200.00 feet to a point on the South boundary of said Southeast ¼; run thence South 89°48'01" West, along said South boundary, a distance of 200.0 feet to the Point of Beginning.

Parcel II: A parcel of land lying in the Southwest ¼ of the Southeast ¼ of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama, more particularly described as follows:

Commencing at the Southwest corner of the Southeast ¼ of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama; run thence North 89°48'01" East along the South boundary of said Southeast Quarter a distance of 200.00 feet to the Point of Beginning of the herein described property; run thence North a distance of 200.00 feet; run thence North 89°48'01" East a distance of 308.64 feet; run thence South a distance of 200.00 feet to a point on the South line of said Southeast ¼; run thence South 89°48'01" West along said South line a distance of 308.64 feet to the Point of Beginning.

Parcel III: A parcel of land lying in the Southwest ¼ of the Southeast ¼ of Section 7, Township 6 South, Range 4 East, Baldwin County, Alabama, more particularly described as follows:

Commencing at the Southwest corner of the Southeast ¼ of Section 7, Township 6 South, Range 4 East, Baldwin County Alabama; run thence North along the West boundary of said Southeast ¼ a distance of 200.00 feet to the Point of Beginning; continue thence North a distance of 133.47 feet to the Northwest corner of the South ½ of the South ½ of the Southwest ¼ of said Southeast ¼; run thence North 89°48'16" East, along the North boundary of said South ½ of the South ½ of the Southwest ¼ of said Southeast ¼ a distance of 508.74 feet; run thence South 00°00'57" West, a distance of 133.41 feet; run then South 89°48'01" West, a distance of 507.64 feet to the Point of Beginning.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 15th day of August, 2022.

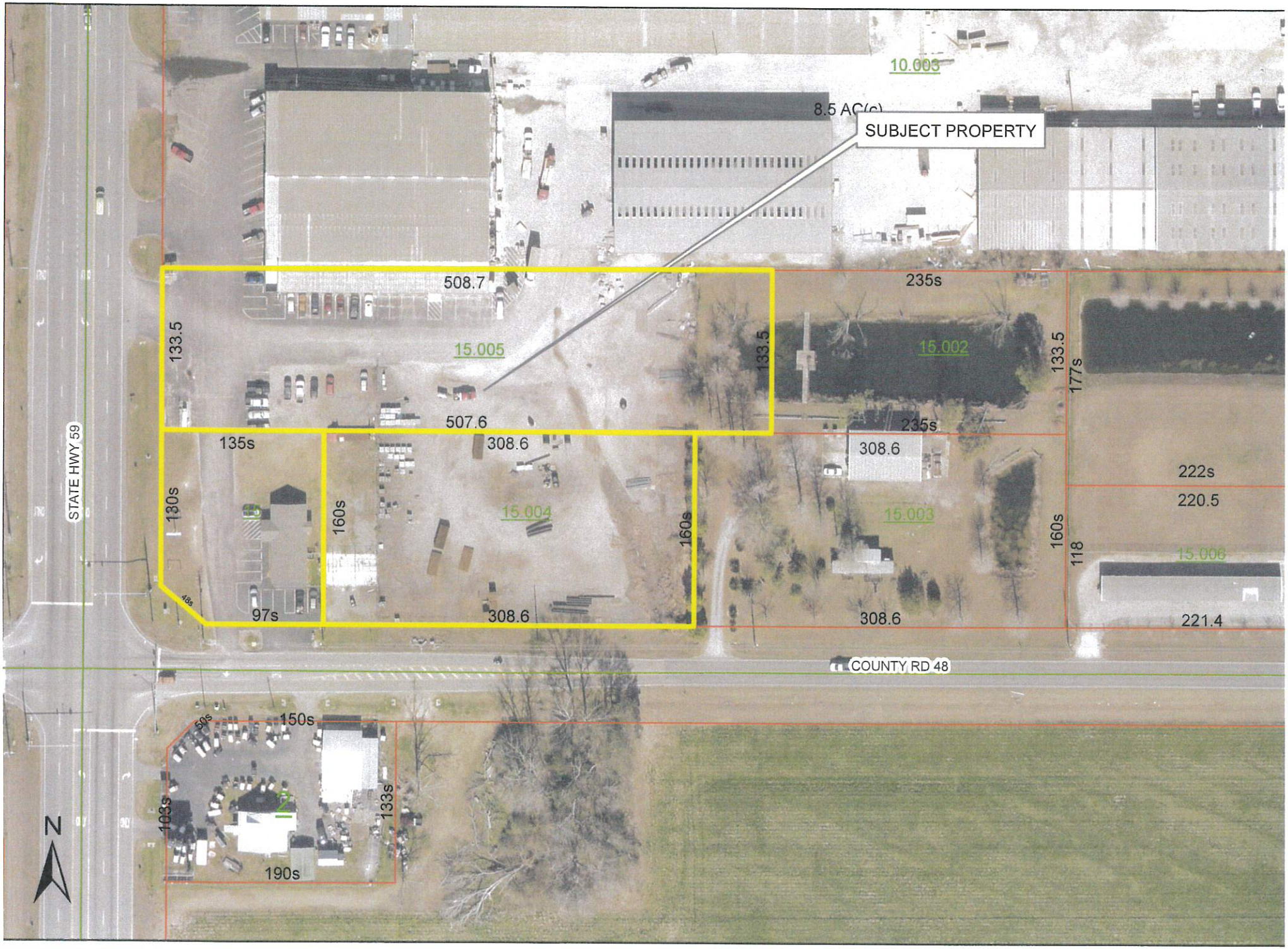
MAYOR

ATTEST:

CITY CLERK

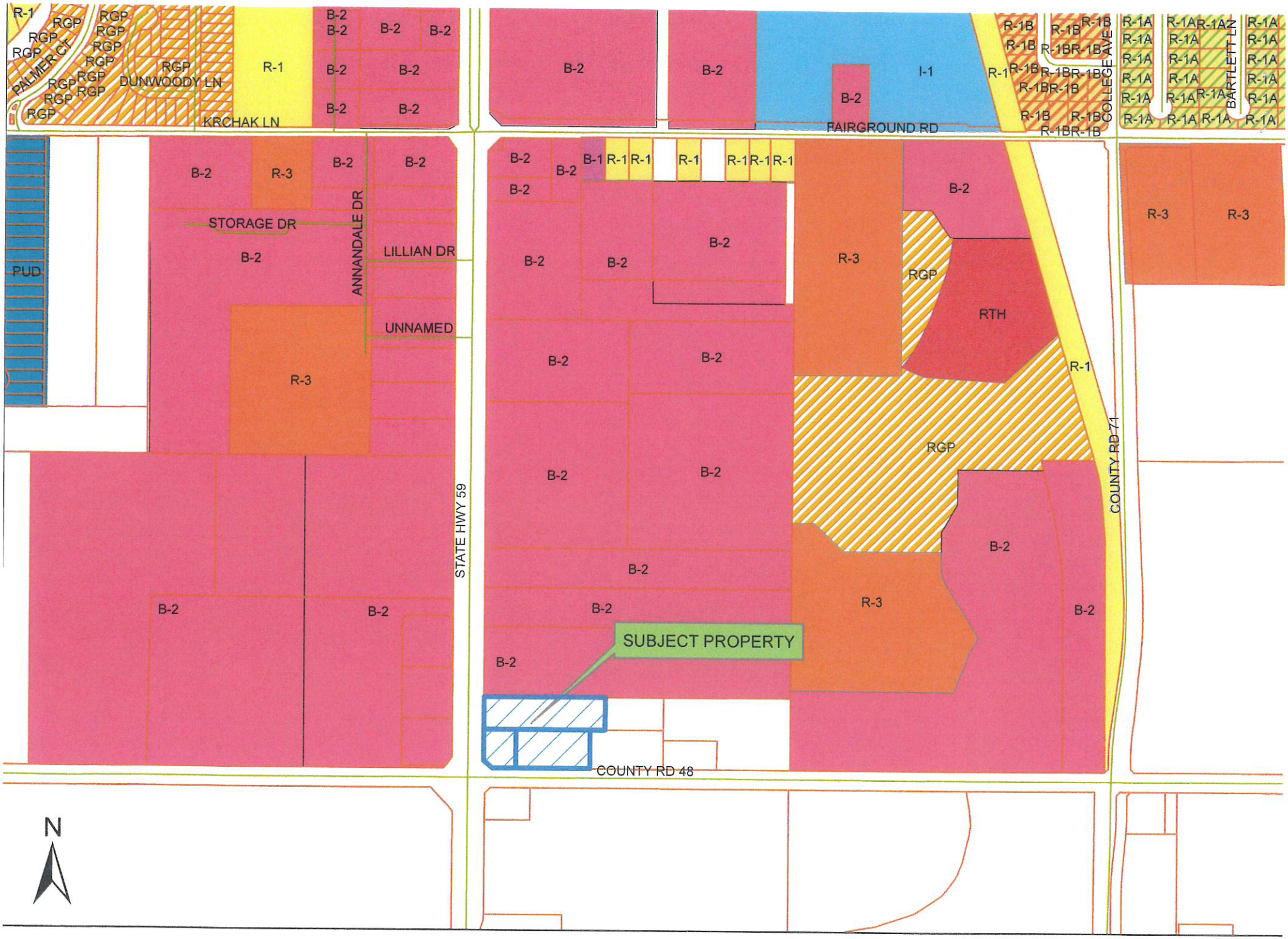
CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 006-2022 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 15th day of August, 2022, as same appears in the official records of said City.



1 inch = 100 feet

BALDWIN HOLDINGS PROPERTY
ANNEXATION/REZONING R-1 TO B-2



1 inch = 500 feet

BALDWIN HOLDINGS PROPERTY
ANNEXATION/REZONING R-1 TO B-2

ORDINANCE NO. 008-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Erik Bengtson, for the property located at 24141 State Highway 59, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Commencing at a ½" open top pipe at the locally accepted NW corner of the SW ¼ of the SE ¼ of Sec. 25 T-5-S R-3-E Baldwin County, Alabama; thence S00°07'01"W, a distance of 636.00 feet to a set 5/8" capped rebar to the Point of Beginning; thence S86°37'29"E, a distance of 828.11 feet to a set 5/8" capped rebar; thence N49°47'53"E, a distance of 65.64 feet to a set 5/8" capped rebar on the West R.O.W of State Hwy. 59; thence S27°22'28"E, along said R.O.W. a distance of 695.69 feet to a R.O.W. monument; thence S31°14'36"W, a distance of 50.98 feet along said R.O.W. to a R.O.W. monument on the North R.O.W. of Kendrick Road; thence N89°45'47"W, along said R.O.W. a distance of 1,171.61 feet to a railroad spike set in asphalt apron of drive; thence N00°07"01"E, leaving said R.O.W. a distance of 662.92 feet to the Point of Beginning,

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 15th day of August, 2022.

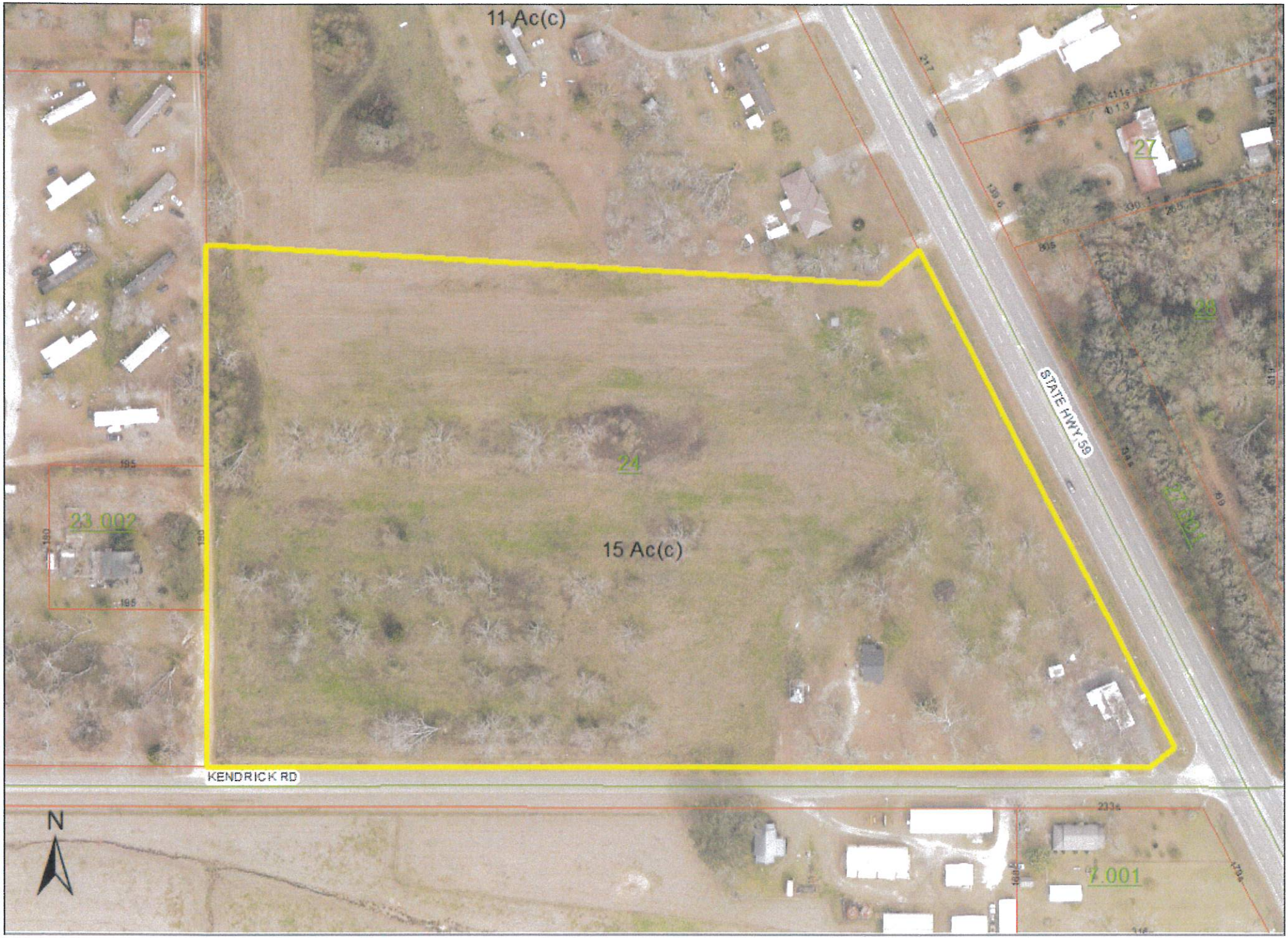
MAYOR

ATTEST:

CITY CLERK

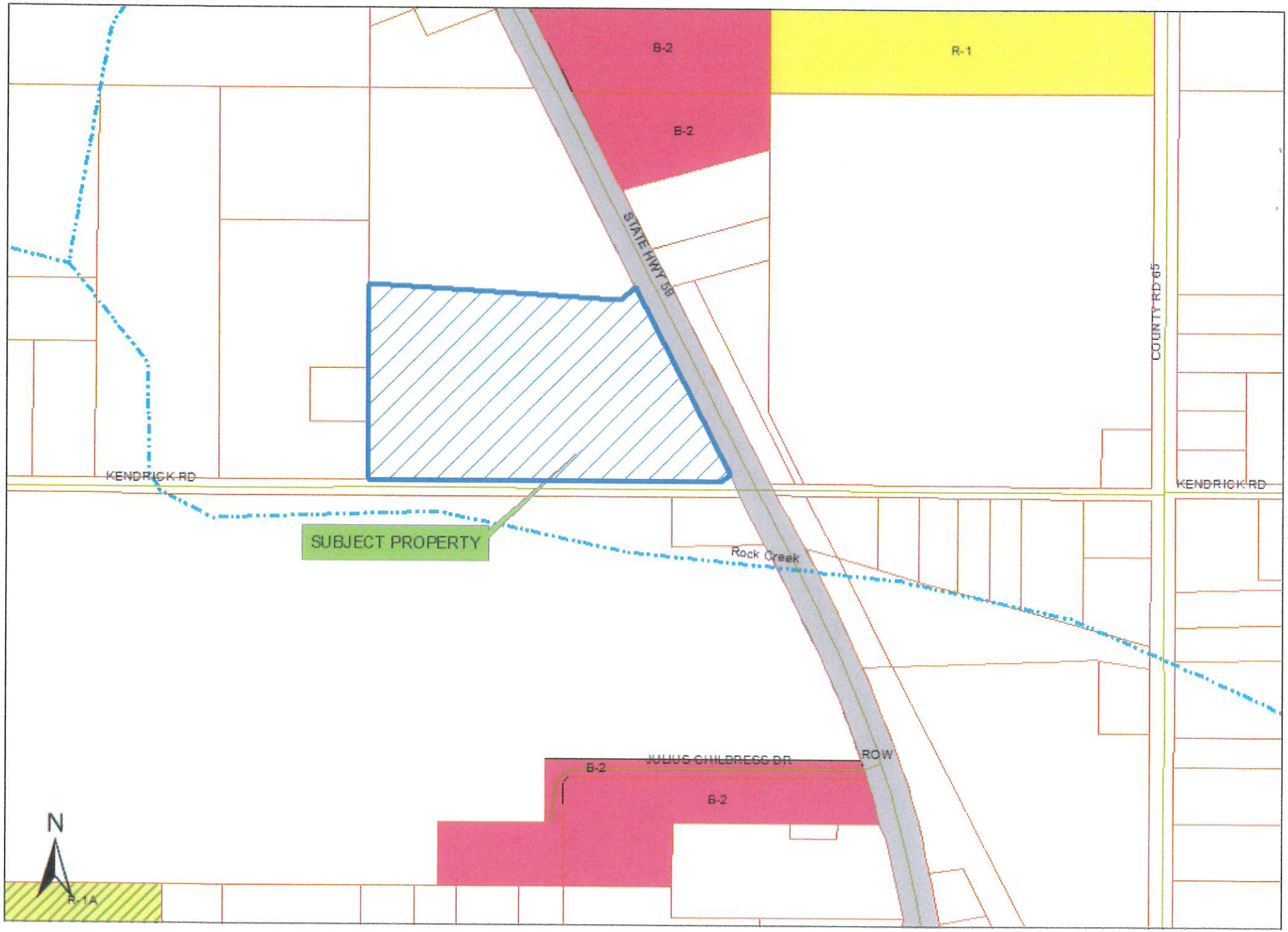
CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 008-2022 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 15th day of August, 2022, as same appears in the official records of said City.



1 inch = 150 feet

BENGTSON PROPERTY
ANNEXATION/REZONING



1 inch = 400 feet

BENGTSON PROPERTY
ANNEXATION/REZONING

ORDINANCE NO. 010-2022

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROBERTSDALE, ALABAMA, AS FOLLOWS:

WHEREAS, the City Council of the City of Robertsdale, Alabama has received a petition of annexation from Emily Nelson, for the property located at 17375 Thompson Road, as a R-1 zone, and

WHEREAS, the Planning Commission of the City of Robertsdale has reviewed the proposed annexation of said petition and has recommended the Council proceed with the annexation, and

WHEREAS, the property being considered for annexations is contiguous with the current city limits, and

WHEREAS, the following is a legal description of the property:

Beginning at a point on the East line of Tax Parcel 05-42-07-25-0-000-002.000, said point also being the point of intersection of the West right-of-way of Alabama Highway 59 and the South right-of-way of Thompson Road; thence run S27°02'29"E along said East line of Tax Parcel 05-42-07-25-0-000-020.000 and said West right-of-way line of Alabama Highway 59, 226.51 feet to a point; thence run South, leaving said West right-of-way line, continuing along said East line of Tax Parcel 05-42-07-25-0-000-020.000, 1087.94 feet to a point; thence run N89°58'15"W, along the South line of said Tax Parcel 05-42-07-25-0-000-020.000, 1317.55 feet to a point; thence run North, along the West line of Tax Parcel 05-42-07-25-0-000-020.000, 1286.18 feet to a point on the South right-of-way line of Thompson Road; thence run N89°51'58"E, along said South right-of-way line and the North line of said Tax Parcel 05-42-07-25-0-000-020.000, 1214.57 feet to the Point of Beginning, containing 39 acres more of less and lying in Section 25, Township 5 South, Range 3 East, Baldwin County, Alabama.

BE IT FURTHER ORDAINED THAT THE OFFICIAL ZONING MAP, AS AMENDED, BE FURTHER AMENDED TO REFLECT THIS CHANGE.

Adopted and approved by the City Council of the City of Robertsdale, Alabama, on this 15th day of August, 2022.

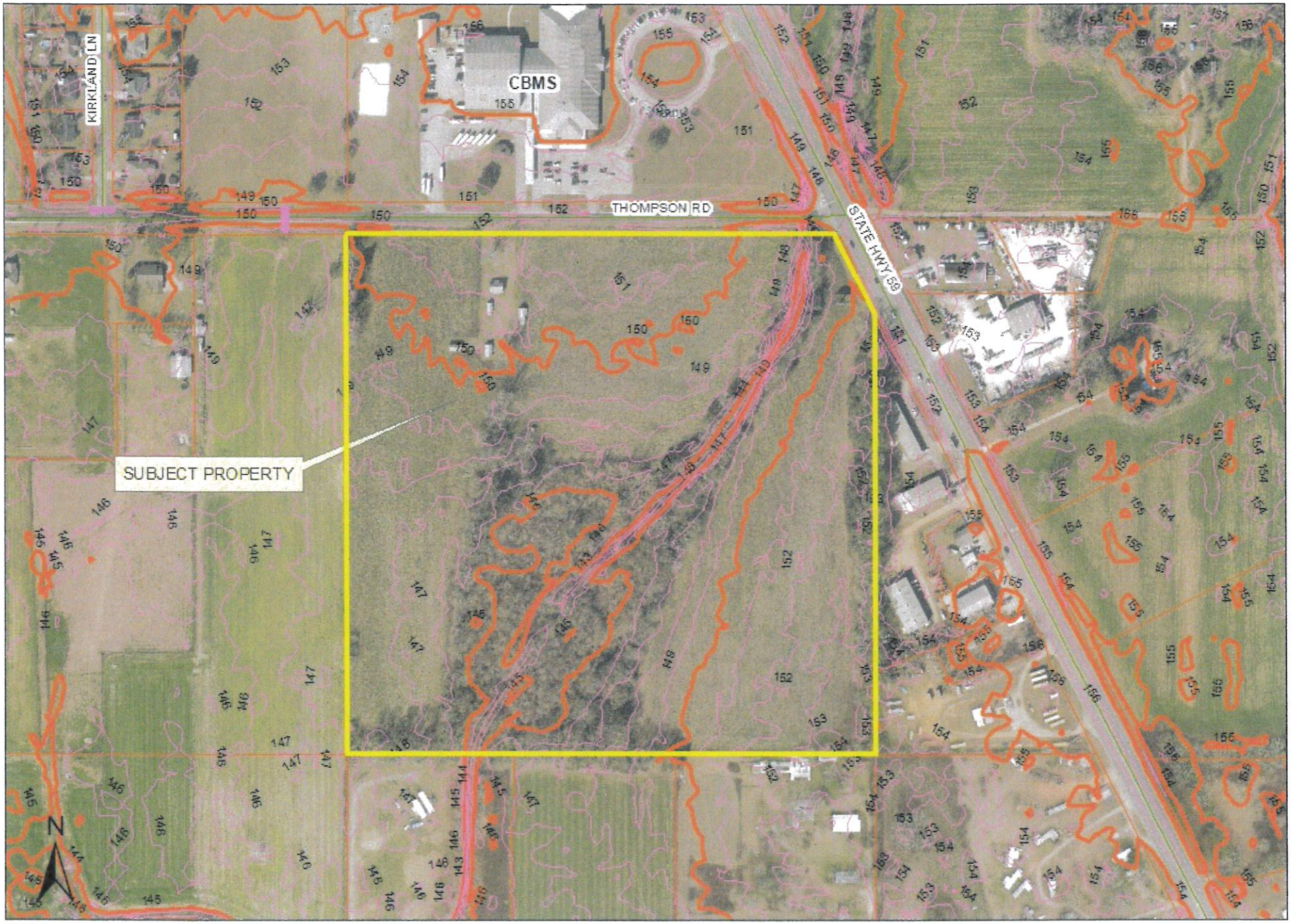
MAYOR

ATTEST:

CITY CLERK

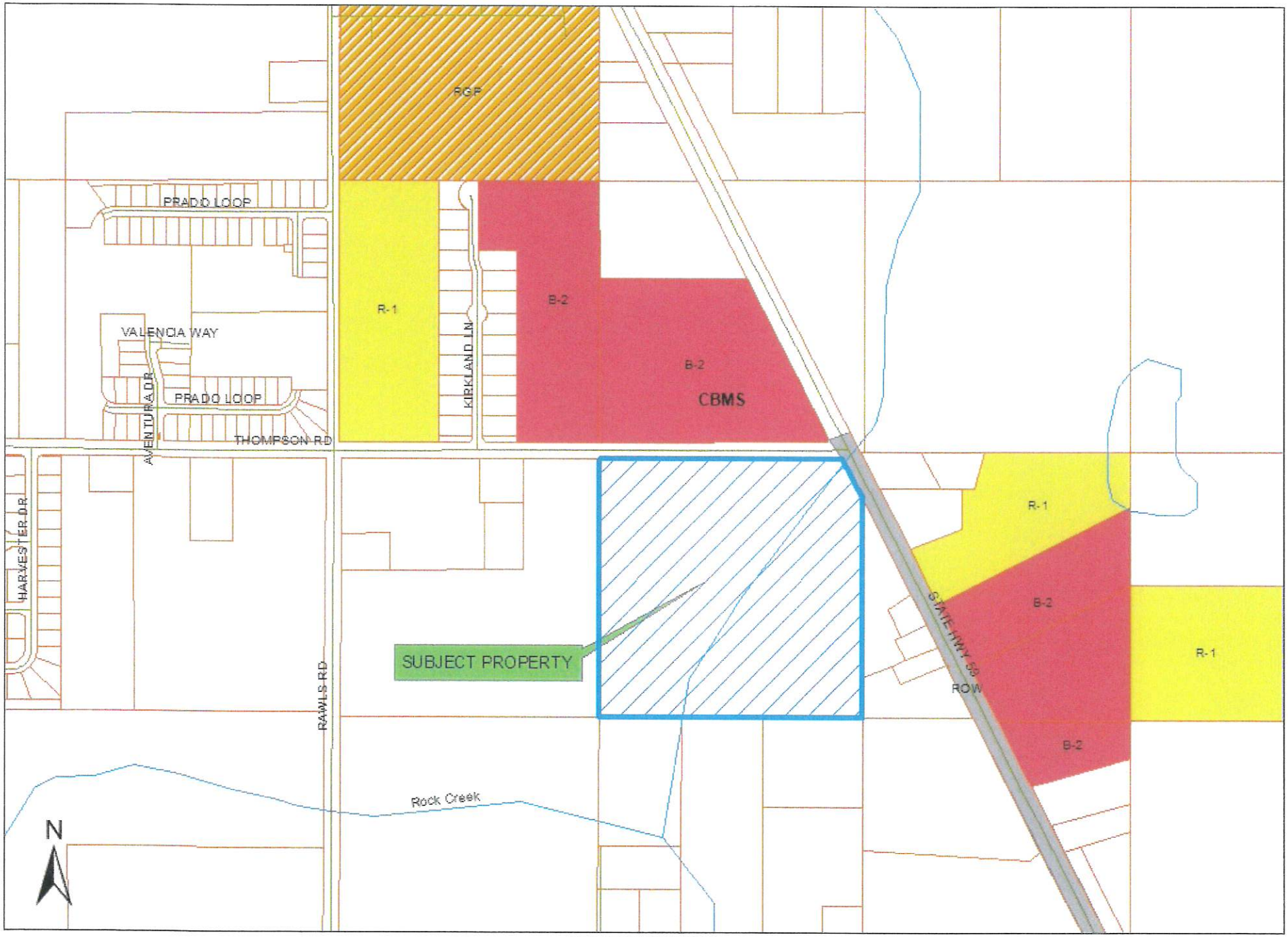
CERTIFICATION:

I, Shannon Burkett, as City Clerk of the City of Robertsdale, Alabama, hereby certify that the above and foregoing copy of 1 (one) Ordinance Number 010-2022 is a true and correct copy of such Ordinance that was duly adopted by the City Council of the City of Robertsdale on the 15th day of August, 2022, as same appears in the official records of said City.



1 inch = 300 feet

NELSON (VA SUT)
ANNEXATION/REZONING
LOCATOR MAP



1 inch = 600 feet

NELSON (VASUT)
ANNEXATION/REZONING
LOCATOR MAP

Baldwin County Commission

Agenda Action Form

File #: 22-1399, **Version:** 1 **Item #:** CA3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Victoria Key, Administrative Support Specialist II

ITEM TITLE
Baldwin County Board of Human Resources - Board Appointment(s)

STAFF RECOMMENDATION
Related to the Baldwin County Board of Human Resources Board of Directors, appoint Ms. Dorothy Hemmert as a member for a pro-rata reduced six (6) year term, to fill the place seat and unexpired term formerly held by Ms. Virginia Chaudron, said term to commence September 6, 2022, and expire September 1, 2025.

BACKGROUND INFORMATION

Previous Commission action/date: May 18, 2021 - Last BCC appointment to this board

Background: Staff received correspondence from Ms. ReMigia T. Coleman with Baldwin County Department of Human Resources, on July 27, 2022, requesting for a board appointment to replace the place seat of the late Mrs. Virginia Chaudron on the board. Staff has verified Ms. Hemmert meets the qualifications to be appointed to the Baldwin County Board of Human Resources.

GENERAL BACKGROUND - APPOINTMENT OF BOARD OF DIRECTORS OF COUNTY BOARDS OF HUMAN RESOURCES:

§38-2-7, Code of Alabama 1975, sets forth the background on the appointment of, by the Baldwin County Commission, the seven (7) member Board of Directors of County Boards of Human Resources which provides as follows: §38-2-7, Code of Alabama 1975, there is hereby created in each county a county board of human resources, which shall consist of seven members, not less than two of whom shall be women, selected by the county commission from the citizenship of the county on the basis of their recognized interest in the public welfare; provided that in counties in which there are cities having a population of 60,000 or more, according to the last federal census, the city commission or other governing body of the city shall have equal authority with the county commission in selecting the membership of the county board of human resources.

No person holding an elective public office, no person who is a candidate for election to a public office, no person who is an employee of the county department of human resources and no person who is related by consanguinity or affinity within the fourth degree or nearer under the civil law to any such officer or employee shall be a member of such county board of human resources. The members of said board shall be appointed for a term of six years, and vacancies shall be filled for the unexpired term in the same manner as above provided. The county board shall elect from its members a chairman and a secretary to serve at its pleasure. The county board shall hold meetings under rules to be established by it in conformity with the regulations of the state board, and such additional meetings as may be called by the chairman. The presence of four members at any regular or special meeting shall constitute a quorum for the transaction of all business. Members of the county board shall serve without compensation for their services as members, but shall be reimbursed for the amount of their traveling and other expenses actually paid out while in attendance at the meetings of the county board or on business of the department.

The county board, subject to the provisions of the merit system, shall appoint a county director, who shall be the executive officer of the county department, and the appointment shall be made without regard to political affiliation. The tenure of the county director shall be at the pleasure of the county board. Upon request of the local board, the state personnel department shall establish a county register of eligible who are residents of the county in which the vacancy exists. If no appointment is made from the local register or there is no local register, then appointment shall be made from the statewide register.

It shall be the further duty of the county board to meet from time to time with the county director and to point up unmet needs in the county, to advise concerning economic conditions in the county which might affect the welfare program, to assist in informing the citizens of the public welfare program, to cooperate with other agencies, individuals and organizations in the community in the development of facilities designed for human betterment, and to advise concerning changes which would make for a more effective and efficient public welfare program.

(Acts 1951, No. 703, p. 1211, §7; Acts 1955, No. 341, p. 763, §5; Acts 1989, No. 89-853, p. 1702, §1.)

Therefore, the qualifications required of the prospective nominee to be appointed, by the Baldwin County Commission, for service on such seven (7) member Board of Directors of the Baldwin County Board of Human Resources are that such respective persons:

1) be a citizen of Baldwin County; and
2) have a recognized interest in the public welfare; and
3) not hold an elective public office; and
4) not be a candidate for election to a public office; and
5) not be an employee of the Baldwin County Department of Human Resources; and
6) not be a citizen who by consanguinity (of the same blood or origin or of close relation to) or affinity (related by marriage) within the fourth degree or nearer under the civil law to any such officer or employee; and
7) at least two (2) of the members of the Board of Directors of the Baldwin County Board of Human

Resources must be women.

Further, §38-2-7, Code of Alabama 1975, states "The members of the Board shall be appointed for a term of six (6) years, and vacancies shall be filled for the unexpired term in the same manner as above provided."

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): Via email and mail

Appointment Letter(s) to:

Ms. Dorothy Hemmert
28900 County Road 26
Elberta, Alabama 36530

dorothyhemmert@msn.com

cc: ReMigia Coleman, Director - ReMigia.Coleman@dhr.alabama.gov
Pamela Kyzar - Pamela.Kyzar@dhr.alabama.gov

Additional instructions/notes: Administration - update board list and upload to BCAP, send notification email

4BCC
RC

Baldwin County Department of Human Resources
22259 Palmer Street
POB 2529
Robertsdale AL 36567

ReMigia T. Coleman
Director
251-947-8364
251-945-2491 Fax

RECEIVED
JUL 27 2022
BP

July 25, 2022

Honorable James E. (Jeb) Ball, Chairman
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

RE: DHR Board

Dear Mr. Ball:

I am writing to inform you that Mrs. Virginia Chaudron, Board Member, died July 9, 2022, and to request a replacement for her be appointed as soon as possible. Mrs. Chaudron was a dedicated and faithful member of the Board and will be greatly missed. Your careful consideration of this matter will be most appreciated.

A copy of current Board members is enclosed.

Sincerely,

ReMigia T. Coleman
Director

enclosure

BALDWIN COUNTY BOARD OF HUMAN RESOURCES

MEMBER	APPOINTMENT /RE-APPOINTMENT DATE	Term EXPIRATION DATE	Certification Statement Due
Mr. O'Neal Messick, Chairman 304 W. 11th Street Bay Minette, AL 36507 937-4097 mmessickmom@aol.com	September 1, 2009	September 1, 2027	October 20, 2022
Mrs. Dolores Sturma, Vice Chair 19725 Sturma Lane Robertsdale, AL 36567 947-5984 Home/or c752-1168 Dsturma1168@gmail.com	September 1, 2011	September 1, 2023	October 20, 2022
Rev. Keith Cardwell 900 N. Holly Blvd. Foley, AL 36535 923-6961 jKeithCardwell@gmail.com	September 1, 2009	September 1, 2027	October 20, 2022
Ms. Kathleen "Hope" Taylor Secretary 9325 Clubhouse Drive Foley, AL 36535 C 747-1423 H 955-5585 Elberta Elementary 986-5888 htaylor@bcbe.org hopet71@gmail.com	September 1, 2011	September 1, 2023	October 20, 2022
Ms. Christi Z. King 3880 Stafford Blvd Gulf Shores, AL 36542 251-610-8990 czking56@gmail.com	September 1, 2019	September 1, 2025	October 20, 2022
Ms. Cindy Haber 28352 Burkart Drive Orange Beach, Al 36561 251-752-5611 cindy.haber@yahoo.com	September 1, 2019	September 1, 2025	October 20, 2022

BALDWIN COUNTY BOARD OF HUMAN RESOURCES

Baldwin County Department of Human Resources
ReMigia Coleman, Director
ReMigia.Coleman@dhr.alabama.gov
Pamela.Kyzar@dhr.alabama.gov

General Board Information:
Appointed by Baldwin County Commission
Seven (7) members, term of each member is six (6) years
Statutory Authority - Act No. 310 as codified at §38-2-7 through §38-2-8, *Code of Alabama 1975*

General Board Information:
Board shall consist of seven members, not less than two of whom shall be women, selected by the county commission from the citizenship of the county on the basis of their recognized interest in the public welfare. No person holding an elective public office, no person who is a candidate for election to a public office, no person who is an employee of the county department of human resources and no person who is related by consanguinity or affinity within the fourth degree or nearer under the civil law to any such officer or employee shall be a member of such county board of human resources.

The members of said board shall be appointed for a term of six years. Members of the county board shall serve without compensation for their services as members, but shall be reimbursed for the amount of their traveling and other expenses actually paid out while in attendance at the meetings of the county board or on business of the department.

MEMBERS	APPOINTED/REAPPOINTED	TERM OF OFFICE	EXPIRATION DATE
Keith Cardwell 900 North Holly Boulevard Foley, AL 36535	Reappointed 05/18/2021 term commencing 09/01/2021	6 years	09/01/2027
Christi Zarr King 27275 East Beach Boulevard Orange Beach, AL 36561	Reappointed 08/20/2019 term commencing 09/01/2019	6 years	09/01/2025
O'Neal Messick 304 W. 11th Street Bay Minette, AL 36507	Reappointed 05/18/2021 term commencing 09/01/2021	6 years	09/01/2027
Delores Sturma 19725 Sturma Lane Robertsdale, AL 36567 (251) 947-5984	Reappointed 08/15/2017 term commencing 09/01/2017	6 years	09/01/2023
Virginia F. (Ginger) Chaudron 625 East Myrtle Avenue Foley, AL 36535	Reappointed 08/20/2019 term commencing 09/01/2019	6 years	09/01/2025
Cindy Haber 28352 Burkart Drive Orange Beach, AL 36561	Reappointed 08/20/2019 term commencing 09/01/2019	6 years	09/01/2025
Kathleen Hope Taylor 9325 Clubhouse Drive Foley, AL 36535	Reappointed 08/15/2017 term commencing 09/01/2017	6 years	09/01/2023

REVISED: 05/18/2021 kmr

Baldwin County Commission

Agenda Action Form

File #: 22-1427, **Version:** 1 **Item #:** CA4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald Cink, Budget Director/Interim County Administrator
Submitted by: Carjetta Crook, Administrative Support Specialist IV

ITEM TITLE
Alabama Department of Youth Services Agency Grant Agreement for Fiscal Year 2022 - 2023

STAFF RECOMMENDATION
Take the following actions:

1) Approve and accept the Alabama Department of Youth Services (ADYS) Agency Grant Agreement for Fiscal Year 2022 - 2023 (commencing October 1, 2022, and ending September 30, 2023) in the amount of $327,532.00 on behalf of the Baldwin County Juvenile Court; and

2) Execute the agreement between the Baldwin County Commission and The Bridge, Inc. as service provider in the amount of $327,532.00, to be used on behalf of the Baldwin County Juvenile Court; and

3) Authorize Chairman to execute any other documents related to the grant.

BACKGROUND INFORMATION

Previous Commission action/date: September 21, 2021

Background: The Bridge, Inc. is recognized as service provider of the counselors that enter the home to work with area youth. In allowing for counseling at home, the hope is to avert the Juvenile Judge dispatching the youth to a governmental facility.

Baldwin County initially received Agency Grant Agreement funds in 2009. The annual renewal funds are used to provide non-residential services for Baldwin County youth who would otherwise be committed to the ADYS. BCC will pay The Bridge, Inc. as invoiced monthly and will be reimbursed quarterly by ADYS.

FINANCIAL IMPACT

Total cost of recommendation: Expenses are offset by Grant Revenue

Budget line item(s) to be used: State Grants 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?
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: Michael Dees, Chief Probation Officer, Ron Cink, Budget Director, and Administration Staff
Cc: Cian Harrison, Eva Cutsinger, Dana Austin, Christie Davis, Katrina Taylor and Kathy McHugh

Action required (list contact persons/addresses if documents are to be mailed or emailed):
The Alabama Department of Youth Services Agreement is to be mailed to:
Mr. Steven P. Lafreniere
Executive Director
Alabama Department of Youth Services
1000 Industrial School Road
Montgomery, Alabama 36117

The Bridge Inc. Agreement is to be mailed to:
Ms. Ashleigh Simon, Clinical Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, Alabama 35904

Both agreements should be copied via email to:
Judge Carmen Bosch - Carmen.Bosch@alacourt.gov
Officer Michael Dees - Michael.Dees@alacourt.gov
Additional instructions/notes: N/A

ALABAMA DEPARTMENT OF YOUTH SERVICES
AGENCY GRANT AGREEMENT
Fiscal Year 2022 – 2023

The Alabama Department of Youth Services hereby awards to

Baldwin County Commission
(Fiscal Agent, hereinafter called Recipient)

the amount of ***Three hundred twenty-seven thousand five hundred thirty-two & no/100 dollars ($327,532.00).***

These funds shall be used to fund non-residential services for Baldwin County youth who would otherwise be committed to the Department of Youth Services (DYS) during this fiscal year. Based on youth needs, the Baldwin County Juvenile Court (BCJC) will develop or collaborate in the development of a diversion program, which may include the identification and selection of community providers. As a result of the interventions funded by these monies and based on the estimates provided in the grant application, the parties expect that Baldwin County will provide diversion program services to **44** youth annually with an ongoing capacity of **22** youth at any given time. Thereby aiding in a reduction of county commitments to DYS (including CLIMB, formerly known as HIT), barring a significant increase in serious juvenile crime (i.e. violent felonies, felony sex offenses). To assist juvenile courts in the provision of services for children in need of supervision (CHINS), DYS will permit the program to provide diversion services to no more than **10%** of youth with CHINS offenses.

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

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

The program that receives funding from this grant will:

- Serve youth who would have historically been committed to the Alabama Department of Youth Services (CLIMB or regular DYS) in the absence of the funded program. Specifically, this includes youth with the following characteristics:
    - Males and Females between the ages of 12-18
    - Delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website
    - Youth with substance abuse that require inpatient treatment, sex offenders, and youth adjudicated for crimes involving weapons may be excluded from the program.
- Be developed by or in collaboration with the ***Baldwin County Juvenile Court (BCJC);***
- Conduct regular self-evaluations of program effectiveness, including evaluations that track outcomes for children served by the program (GIMS outcome measures).
- Maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.
- Produce an annual report for the October - September fiscal year utilizing the form available on the DYS website. Each such completed annual report shall be made available to the Alabama Department of Youth Services no later than November 30. Decisions about renewing grants may be made based on the court's

ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS or CLIMB.

To ensure fiscally responsible management of state funds, quarterly evaluative criteria are integral to the diversion grant funding process. These criteria include, at a minimum, program adherence to youth capacity, annual numbers, average length of stay, and successful completion rates. At any given time within a quarter, program population numbers will be reviewed. If at the time of review the total number of youth reported in GIMS is below 50% of the maximum capacity, an initial warning will be provided. If a subsequent review during the following quarter indicates that the program population remains below 50% maximum capacity, the program may receive a 25% reduction in funding for the following quarter(s). Program and/or designated court representatives will be given an opportunity to explain the low population numbers. However, final reduction determinations will be made by DYS administration.

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

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

By signing this agreement, the contracting parties, including sub-contractors, agree that representatives of the Department of Youth Services will conduct site visits (both announced and unannounced), and that all records pertaining to the program, including financial records will be made available for review. At a minimum, these records would include: court referrals, JPO reports, service plans, progress notes and termination summaries.

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

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

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____ BY: _____

Steven P. Lafreniere
Executive Director

Legal Review
Approved as to form only.

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2022.

BY: _____ BY: _____

Diversion Program (Director/Agent)

Baldwin County Commission (Fiscal Agent)

State of Alabama
Agreement Between
The Baldwin County Commission
And
The Bridge, Inc.

Term: 10/02/2022-09/30/2023	**Amount:** $327,532.00

This Agreement (the "Agreement") is entered into on this _____ day of _____ 2022, between the Baldwin County Commission, the governing body of Baldwin County, Alabama (hereinafter referred to as the "Commission") and The Bridge, Inc., an Alabama nonprofit corporation (hereinafter referred to as "The Bridge").

WHEREAS, the Baldwin County Transitions Program (the "Program") offers highly individualized services to adolescents experiencing behavioral and legal issues in Baldwin County as an alternative to their being committed to the Department of Youth Services ("DYS");

WHEREAS, the Commission is the designated authority seeking the implementation of the Program in Baldwin County, Alabama; and

WHEREAS, the Commission desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Commission recognizes that the purposes for which The Bridge was organized includes the provision of services to youth dealing with drug abuse and related problems in Baldwin County, Alabama, and, therefore, based upon the aforementioned benefits endowed upon the general public, the Commission desires that The Bridge undertake the operation and management of the Program under the terms and conditions set out herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Services.

a) The Bridge hereby agrees to undertake the operation and management responsibilities of the Baldwin County Transitions Program to provide treatment and diversion services for juveniles in Baldwin County, Alabama. The Bridge agrees to operate the Program under the terms of this Agreement.

b) The Bridge agrees that the Program shall serve youth who would have historically been committed to DYS in the absence of the funded program. Specifically, this includes youth with the following characteristics: males and

females between the ages of 12-18; delinquent youth with a medium to very high risk of re-arrest, as determined by the risk assessment instrument available on the DYS website; and youth with substance abuse problems. Sex offenders and youth adjudicated for crimes involving weapons may be excluded from the Program.

c) The Bridge acknowledges and agrees that the Program shall be developed by or in collaboration with the Baldwin County Juvenile Court ("BCJC");

d) The Bridge shall conduct regular self-evaluations of Program effectiveness, including evaluations that track outcomes for children served by the Program;

e) The Bridge shall maintain data on program participants as required in the DYS Grantee Information Management System database (GIMS) on a monthly basis.

f) The Bridge shall produce an annual report by November 30, for the October - September fiscal year, utilizing the form available on the DYS website. Each such completed annual report shall be made available to the DYS no later than November 30. Decisions about renewing grants may be made based on the court's ability to show through these reports that the funds have been effective in diverting youth from commitment to DYS.

Section 2: Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of The Bridge to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing The Bridge's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3: Standard for Program Operation. While the Program is under the management and control of The Bridge, The Bridge's operation of the Program will, subject to limitations beyond the control of The Bridge, conform to applicable federal, state, and local statutes and ordinances and the laws of the State of Alabama.

Section 4: Insurance. The Bridge, at its sole cost and expense, shall provide for comprehensive liability coverage and workers' compensation for all of The Bridge's agents, servants, employees, personnel and other persons connected in any way to the operation and the management of the Program. The Bridge's agents, servants, employees, and personnel are not and shall not be treated as employees of the Commission.

Section 5: Juvenile Records. The Bridge will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by the Alabama Department of Youth Services. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile.

Section 6: Term. The Term of the Agreement shall commence on **10/01/2022** and shall run through **09/30/2023** and may be extended only by mutual written agreement of the Commission and The Bridge. The Bridge understands that the term of this Agreement and any subsequent renewal periods is entirely dependent on necessary funds being paid to the Commission for the compensation specified herein and thus the Commission is under no obligation to renew this Agreement.

Section 7: Compensation for Services. The Commission hereby agrees topay The Bridge as compensation for their services related to this Agreement for the period commencing on **10/01/2022** and ending **09/30/2023,** the sum of **$327,532.00** dollars, payable in four quarterly installments of **$81,883.00.** These monies will be paid from the Program grant through the Department of Youth Services. The parties agree that the compensation to The Bridge for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In theevent the parties are not able to agree on the compensation for said remaining annual periods, The Bridge shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice of termination of this Agreement.

Section 8: Billing for Services. The Bridge will submit an invoice to the Commission in four quarterly installments **(October 1, 2022, January 31, 2023, May 31, 2023, and September 30, 2023)** for services rendered. Payment will be made within ten (10) days of the Commission receiving the grant funds from the Department of Youth Services.

Section 9: Unusual Occurrences and Incidents. The Bridge will immediately notify the Commission in the event of an unusual occurrence or incident and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur within or outside the Program, the Commission shall be notified immediately. The Bridge will cooperate with the Commission and local law enforcement agencies.

Section 10: Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period maythe non-breaching party terminate this Agreement and shall be entitled to pursue any remedies it may have due to the breach. In the event that any provision contained in this Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11: Hold Harmless. The Bridge agrees to defend, indemnify and hold harmless the Commission as well as its elected officials, officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation or other entity which may be

injured or damaged as a result of acts, omissions, or negligence on the part of The Bridge, its employees, or any person acting for or on its or their behalf relating to this Agreement.

Section 12: Prohibition of Assignment. The Commission acknowledges that the nature of the services to be rendered under this Agreement are unique and based on The Bridge's expertise and that as a consequence of such, the Commission is prohibited from assigning duties or obligations under the terms of this Agreement without the consent of The Bridge.

Section 13: Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving It, directed to the Intended recipient with sufficient postage prepaid, certified mail, addressed as follows:

To the Commission:

James E. Ball, Chairman
Baldwin County Commission
Baldwin County Administration Building
County Commission Office
322 Courthouse Square
Bay Minette, AL 36507

To The Bridge:

Tim Naugher, Executive Director
The Bridge
3232 Lay Springs Road
Gadsden, AL 35904

Section 14: Governing Law; Venue. This Agreement shall be deemed to have been made in the State of Alabama, and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder. The proper venue for any action arising hereunder or relating to the subject matter of this Agreement shall lie solely in Baldwin County, Alabama.

Section 15: Attorney's Fees. Notwithstanding anything contained herein to the contrary, should The Commission employ an attorney or attorneys to enforce any of the terms and conditions hereof, or to protect any right, title, or interest created or evidenced hereby, or to recover damages for the breach of the terms and conditions hereof, or to respond to any matter raised by the other party, The Commission shall be entitled to recover from The Bridge all reasonable costs, damages, and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

Section 16: Amendment. This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent waiver of the other party as to that specified breach only.

Section 17: Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

(Signature Page Follows)

ATTEST:

The Bridge, Inc.

By:

Signature:_____

Printed Name: **Ashleigh Simon, Clinical Director**

Date:_____

ATTEST:

The Baldwin County Commission

By:

Signature:_____

Printed Name: **James E. Ball, Chairman**

Date:_____

Baldwin County Commission

Agenda Action Form

File #: 22-1423, **Version:** 1 **Item #:** CA5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director / County Administrator
Submitted by: Jeanette Brown, Administrative Support Specialist IV

ITEM TITLE
Request from City of Foley - Letter of Support for Safe Streets and Roads for All Grant Application to Include Census Tract 110

STAFF RECOMMENDATION
Authorize the Chairman to sign a letter of support to the City of Foley for inclusion of Census Tract 110 in the Safe Streets and Roads for All (SS4A) grant program managed by the U.S. Department of Transportation.

BACKGROUND INFORMATION

Background: Commission Administration staff received correspondence from Mayor Ralph G. Hellmich, City of Foley, dated August 12, 2022, requesting a letter of support. The City of Foley is applying for an SS4A action plan grant and seeking support of their grant application and concurrence responsibilities within Census Tract 110. The census tract adjoins Foley's corporate limits and the City provides numerous public safety functions within this area as a result from the City's police jurisdiction in addition to primary and mutual aid fire service within this census tract.

Previous Commission action/date: 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: Grant application is due September 15, 2022

Individual(s) responsible for follow up: Administration Staff prepare letter and have signed by Chairman

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

Additional instructions/notes: Mail letter of support to:
Honorable Ralph G. Hellmich
Mayor, City of Foley
Post Office Box 1750
Foley, Alabama 36536

Cc: Michael Thompson - mthompson@cityoffoley.org
Ronald J. Cink

407 East Laurel Avenue
P.O. Box 1750
Foley, Alabama 36536

(251) 943-1545
Fax (251) 952-4014
www.cityoffoley.org

4BCC
RC
KM
CH

RECEIVED
AUG 22 2022
BY:

August 12, 2022

Baldwin County Commission Chairman
322 Courthouse Square,
Bay Minette, Alabama 36507

Dear Commissioner Ball;

The City of Foley is applying for a grant to create an action plan in preparation for potential future grant applications for projects that might fit the goals of the SS4A grant program (Safe Streets and Roads for All program managed by U.S. Department of Transportation). One of the criteria used in measuring the scoring of a municipality is an analysis of historically disadvantaged communities. They look at census tracts in areas served by the city, and based upon the scoring of those census tracts, a grade is developed that they look at, along with other scoring criteria.

I am writing to you to seek the Commissions support of the City of Foley including Census tract 110 in our analysis. A municipality can include any census tract in which they offer services to people within tract. In this case, census tract 110 touches the city municipal line north of the city along CR32. Within this census tract, the City of Foley provides primary fire service in areas of unincorporated Baldwin County due to our 1.5 mile police jurisdiction in which Foley fire service is provided. We also provide mutual aid fire service in a portion of the census tract that falls within both Summerdale's and Elberta's police jurisdiction. Because of that service, and with the support of the Baldwin County Commission, we can include census tract 110 in our application which would help our scoring regarding historically disadvantaged communities, and therefore would better our chances of securing grants from the program in the future.

Our application for the action plan grant is due September 15th and we would like to include either a letter of support or a resolution from the County Commission supporting our inclusion of census tract 110 within our scoring analysis.

Sincerely,

Ralph G. Hellmich
Mayor – City of Foley

Mayor Ralph G. Hellmich • City Administrator Michael L. Thompson
Council Members J. Wayne Trawick • Vera J. Quaites • Richard Dayton • Cecil R. Blackwell • Charles J. Ebert III

Subject: RE: MAIL - 20220822 - City of Foley - Request for a Letter of Support

Begin forwarded message:

From: Michael Thompson <mthompson@cityoffoley.org>
Date: August 24, 2022 at 8:20:44 AM CDT
To: Ronald Cink <RCink@baldwincountyal.gov>
Cc: Cian Harrison <Cian.Harrison@baldwincountyal.gov>, Anu Gary <AGary@baldwincountyal.gov>
Subject: Re: MAIL - 20220822 - City of Foley - Request for a Letter of Support

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

Hey Ron,

The City is applying to the Federal SS4A grant program to secure grant funds to develop an action plan. An action plan is required in order to apply for future SS4A grants. We can apply for this grant, with or without the county's ok for us to include this particular census tract within our area of service. But by including this census tract it improves our scoring and therefore makes it more likely for our grant request to be approved. The reason is that the program has a focus on low to moderate income/disadvantaged communities. Including this tract from our PJ would improve our score related to low/moderate income/disadvantaged communities and therefore make it more likely that we would get a grant award for our action plan.

We can include it, with the county's blessing, because we provide services in the area even though it is not within the corporate limits of the city (it is in our PJ). It is our understanding that by including this tract, it will not preclude the county or any other local government that might provide services within the tract from including it in a potential application of their own.

regards,
Mike

On Wed, Aug 24, 2022 at 8:05 AM Ronald Cink <RCink@baldwincountyal.gov> wrote:

> Can you send me a bit more information on this so we can draft a resolution and or letter of support. Thanks
>
> Ron Cink
> Baldwin County Budget Director/County Administrator
> Sent from my iPhone
> 251.580.1646 Office
> 251.802.5700 Cell
>
> Begin forwarded message:

September 6, 2022

Honorable Ralph G. Hellmich
Mayor, City of Foley
Post Office Box 1750
Foley, Alabama 36536

RE: City of Foley - Letter of Support - Safe Streets and Roads for All Grant Application Inclusion of Census Tract 110

Dear Mayor Hellmich:

This letter is in support of the City of Foley's request to include Census Tract 110 in the Safe Streets and Roads for All (SS4A) grant program managed by the U.S. Department of Transportation.

The Baldwin County Commission is pleased to support the City of Foley in securing SS4A grants in regard to providing numerous public safety functions as a result of the City's police jurisdiction in addition to primary and mutual aid fire services within this census tract.

Should you have any questions or if we can support the grant application effort in any other way, please feel free to contact me or Ronald J. Cink at (251) 937-0264.

Sincerely,

James E. Ball, Chairman
Baldwin County Commission

JB/jb Item CA5

Cc: Michael Thompson – mthompson@cityoffoley.org
Ronald J. Cink

Baldwin County Commission

Agenda Action Form

File #: 22-1397, **Version:** 1 **Item #:** CA6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Librarian of Public Law Library - Considerations Related to Employment Contract - Amended Employment Contract

STAFF RECOMMENDATION
Authorize and approve the Amended Employment Contract between the Baldwin County Commission and Lynn Biles applicable to the position of Librarian of the public law library.

This Amended Employment Contract hereby supersedes and replaces in its entirety the original Employment Contract between the Parties dated August 2, 2022, with effective date of this amendment being retroactive to August 2, 2022.

The Employment Contract shall continue in full force and effect through and including August 2, 2023.

BACKGROUND INFORMATION

Background: The employment contract for Ms. Lynn Biles must be amended due to a federal minimum wage standard for salaried employees. The contract previously approved for Ms. Biles listed her annual compensation as $35,360; the federal minimum wage standard for salaried employees is $35,568. Article VII of the contract has been amended to reflect this change.

In addition, Article VIII of the contract related to benefits has been amended by omitting the actual cost for individual insurance coverages as coverage costs may change from time to time by the insurance providers. Ms. Biles shall receive benefits at the same cost as county employees.

Previous Commission action/date: 08/02/2022 - BCC Regular Meeting, the Commission took the following action:

As requested by the Presiding Judge of the Circuit Court of Baldwin County, authorize and approve the execution of an Employment Contract between the Baldwin County Commission and Lynn Biles applicable to the position of Librarian of the public law library at an annual compensation of $35,360.00. The effective date of this Employment Contract shall be August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

FINANCIAL IMPACT

Total cost of recommendation: $35,568.00 annual compensation

Budget line item(s) to be used: Law Library 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: Approved by Brad Hicks, County Attorney 08/30/2022 akg

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; Personnel

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

1) Ensure full execution of amendment to employment contract as soon as approved. Coordinate with contract employee and Presiding Judge to sign.

2) Provide a copy of the fully executed contract to the employee via email, original contract to Deidra Hanak, Personnel Director, copy kept in Admin. contract files with note re: where original is filed.

Cc: Cian Harrison
Christie Davis
Eva Cutsinger
Bo Bonner
Ron Cink

Presiding Judge Stankoski

3) Upload contract to BCAP Contracts.

4) Update Contract Employee List with contract approval dates and relevant info (if applicable).

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AMENDED EMPLOYMENT CONTRACT

THIS AMENDED EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Commission"), and **Lynn Biles** (hereafter the "Contract Employee"), wherein the Commission agrees to provide, and the Contract Employee agrees to accept, employment in consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

THIS AMENDED TO EMPLOYMENT CONTRACT hereby supersedes and replaces in its entirety the original Employment Contract between the Parties dated August 2, 2022 (which is attached hereto as **Exhibit A**), with effective date of this amendment being retroactive to August 2, 2022.

FURTHERMORE, THIS AMENDED EMPLOYMENT CONTRACT has been approved by the Presiding Judge of the Circuit Court of Baldwin County on behalf of the Circuit, District and Juvenile Courts of Baldwin County, (hereafter the "Presiding Judge").

WITNESSETH:

WHEREAS, the Commission is authorized to establish and maintain a public law library in accordance with Section 45-2-80.80 of the Code of Alabama (1975), which provides as follows:

> The Baldwin County Commission, the governing body of Baldwin County, Alabama, is hereby fully authorized to establish and maintain a public law library in the courthouse of the county and to accomplish such purpose may, from time to time, expend such public funds of the county as are not required by law to be expended for any other purpose or purposes; to provide suitable quarters or space for such library; to provide furniture, fixtures, and equipment therefor; to keep the same in a good state of maintenance and repair; and from time to time to enlarge, expand, and improve such library facilities and equipment and from time to time to provide such books, reports, periodicals, and other equipment for the library as are not provided therefor out of the proceeds of the special fund created by this subpart or otherwise, which expenditures shall from time to time be made on warrants drawn in the usual manner upon the county, payable out of the appropriate fund or funds, as further specifically provided in this subpart.

WHEREAS, as provided at Section 45-2-80.81 and 80.82 of the Code of Alabama (1975), certain sums are taxed as costs in the actions described therein, collected by the clerk of the Circuit, District, and Juvenile Courts of Baldwin County, and paid to the Commission; and

WHEREAS, in accordance with Section 45-2-80.83 of the Code of Alabama (1975), the sums to be paid to the Commission shall be kept in a special fund designated as the Baldwin County Law Library and Judicial Administration Fund and shall be expended by the Presiding Circuit Judge of the Circuit Court of Baldwin County, to create, establish, and maintain the law library and to provide for the more effective administration of justice; and

WHEREAS, the Presiding Judge has selected to employ the Contract Employee as librarian, and Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Presiding Judge has requested that the Contract Employee be treated by the Commission as a County employee for the purpose only of receiving certain benefits provided to employees of Baldwin County and, in consideration thereof, will contribute $35,568.00 to the Commission from the Baldwin County Law Library and Judicial Administration Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Presiding Judge, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Presiding Judge in accordance with applicable state law.

Without Cause: At the sole discretion of the Commission or the Presiding Judge and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Commission selects the Contract Employee, and the Contract Employee hereby accepts employment with the Commission as **Librarian of the public law library**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Commission and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Commission or the Presiding Judge pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Presiding Judge.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Tuesday, August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Librarian of the public law library**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Presiding Judge. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Presiding Judge shall have the right to request the Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Presiding Judge shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Presiding Judge. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the public law library without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Presiding Judge.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Circuit, District and Juvenile Courts of Baldwin County pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for her performance under the Employment Contract based upon an annual rate of salary of Thirty-Five Thousand Five-Hundred and Sixty-Eight Dollars ($35,568.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Presiding Judge may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the sums collected pursuant to Section 45-2-80.81 and 80.82 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Presiding Judge.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

Longevity - starting on October 1st following the first 5 years of employment - $500 per year, rates increase at 10 and 15 years of service.

All available health, dental, and vision insurance coverages, group and voluntary life insurance coverages, short- and long-term disability insurance coverages, and Flexible Benefit (Cafeteria) plan, provided to County Employees by the Baldwin County Commission are subject to the terms and conditions of such insurance coverage, if any.

All available leave, if any, is accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975). Employee pays 7.5% and the county matches 6.93%. The rate at which the Commission matches may vary from year to year.

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Presiding Judge, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit or restrict the right of the Presiding Judge to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. Any severance payment and/or other payment due for accumulated leave time, as determined and calculated by the Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of her official termination date.

Article X.

CONTRACT EMPLOYEE EVALUATION

The Presiding Judge shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Presiding Judge in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Presiding Judge's authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Presiding Judge and/or the Commission is intended to be exclusive of any other remedy or remedies, and the Presiding Judge and Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

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, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article XIII.

ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Presiding Judge and the Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

Article XIV.

NO WAIVER OF DEFAULT

No delay or omission of the Presiding Judge and/or the Commission 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 Employment Contract to the Presiding Judge and/or the Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Presiding Judge and/or the Commission.

Article XV.

ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract 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.

In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

Article XVI.

COMPLIANCE WITH THE LAW

The Contract Employee shall at all times remain in compliance with all applicable Baldwin County, State, Federal and local statutes, ordinances, rules and regulations now in force or which may hereafter be in force with regard to this Employment Contract and the services or work performed hereunder.

Article XVII.

ALABAMA LAW

The laws of the State of Alabama shall govern this Employment Contract. Any litigation regarding this Employment Contract or its contents shall be filed, if in state court, in the County of Baldwin or, if in a federal court, the United States District Court for the Southern District of Alabama, Southern Division.

Article XVIII.

AUTHORITY

All parties to this Employment Contract warrant and represent that they have the power and the authority to enter into this Employment Contract in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s), and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Employment Contract have been fully complied with. Furthermore, by entering into this Employment Contract, the Contract Employee hereby warrants that the Contract Employee shall not have breached the terms or conditions of any other contract or agreement to which the Contract Employee is obligated.

Article XIX.

NOTICES

Any notices to be given under this Employment Contract by either Party to the other may be affected either by personal delivery in writing or by registered or certified United States Mail with postage prepaid and return receipt requested. Notices delivered personally shall be deemed communicated as of the actual receipt.

Article XX.

CAPTIONS

The captions used in connection with the sections of this Employment Contract are for convenience only and shall not be deemed or construed or limit the meaning of the language contained in this Employment Contract or be used in interpreting the meanings and provisions of this Employment Contract.

Article XXI.

RULE OF CONSTRUCTION

The Parties hereto acknowledge that each Party and its counsel have had the opportunity to review and revise this Employment Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against a drafting party shall not be employed in this interpretation of this Employment Contract or any amendments hereto.

Article XXII.

AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

Pursuant to Section 45-2-80.83 of the Code of Alabama (1975), the Presiding Judge hereby authorizes disbursements from the special fund to be made by the Commission to the County general fund for the purpose of contributing to some or all of the salary, benefits, and any other expenses incurred by the Commission in the employment of the Contract Employee pursuant to this Employment Contract. The parties hereto acknowledge and agree that the Commission shall not be responsible for any expenses incurred pursuant to this Employment Contract, which shall be the responsibility and obligation of the Presiding Judge, and the Commission shall be paid or reimbursed from the special fund for all expenses incurred pursuant to this Employment Contract. In the event the Presiding Judge fails to disburse such funds or otherwise pay all expenses incurred by the Commission pursuant to this Employment Contract, this Employment Contract shall be terminated, and the parties shall have no further rights, duties or obligations hereunder. In that event, the Presiding Judge shall make all payments to the appropriate parties for salaries, benefits, obligations or other expenses incurred pursuant to this Employment Contract through and including the date of such termination.

Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

PRESIDING JUDGE

By:_____

HON. CLARK STANKOSKI Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that CLARK STANKOSKI, whose name as Presiding Judge, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2022.

_____

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

LYNN BILES (CONTRACT EMPLOYEE)

_____

LYNN BILES Date

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that LYNN BILES, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of _____, 2022.

_____

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____

JAMES E. BALL Date

As Its: Chairman

ATTEST:

By: _____

RON CINK Date

As Its: County Administrator

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman and RON CINK, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this ____ day of _____, 2022.

_____

Notary Public, Baldwin County, Alabama

My Commission Expires: _____

POSITION DESCRIPTION

Title: Librarian (Supplemental)

Department: Circuit Court – Law Library

Job Analysis: August 2022

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: Presiding Circuit Court Judge

Subordinate Staff: None

Internal Contacts: Staff

External Contacts: General Public

Salary Grade: Contractual/Exempt

Job Domains

1. Assist with various forms for purchase and help "others" needing assistance with research.
2. Manage and assist with copies made by attorneys and "others". Send out statements to attorneys twice a year for copies made.
3. Make deposits to Baldwin County Commission with money collected from sale of forms and copies. Email deposit slip to Accounting and Personnel.
4. Make copies of divorce forms and courier to the Fairhope and Foley Clerk's office where they send payments in the form of money orders back to me for deposit.
5. Manage telephone records for the judges' cell phones and hotspots.
6. Create requisitions for payment of bills twice a month and have the Presiding Judge to sign. Take them over to the Baldwin County Commission for approval on the 1st and 3rd Tuesday of each month. After approval and the checks are cut, pick up, make copies and mail to the appropriate vendor.
7. Maintain ten (10) Xerox copiers in the courtrooms and judges' offices and send in the meter readings each quarter.
8. Manage three (3) computers (Bay Minette, Foley, Fairhope) with legal research, Westlaw, which is free to attorneys and "others".
9. Maintain the Code of Alabama and all other books with updates and pocket parts.
10. Make sure all supplies are ordered and are in stock. (i.e., paper, toner, drums, receipt books, envelopes, office supplies and postage.)
11. Help with the approval and printing of yearly Circuit Court calendars.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to read and understand written instructions, manuals, and correspondence.
5. Ability to operate office machines such as calculator, computer terminal and copy machine.
6. Knowledge of general office procedures.
7. Ability to work independently with little supervision.
8. Knowledge of departmental policies and procedures and ability to apply them to work problems.

Minimum Qualifications

1. High school diploma or equivalent.
2. Office experience, required.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (hereafter the "Employment Contract") is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (hereafter the "Commission"), and **Lynn Biles** (hereafter the "Contract Employee"), wherein the Commission agrees to provide, and the Contract Employee agrees to accept, employmentin consideration of the mutual covenants contained herein, the terms and services specified within this Employment Contract.

FURTHERMORE, THIS EMPLOYMENT CONTRACT has been approved by the Presiding Judge of the Circuit Court of Baldwin County on behalf of the Circuit, District and Juvenile Courts of Baldwin County, (hereafter the "Presiding Judge").

WITNESSETH:

WHEREAS, the Commission is authorized to establish and maintain a public law library in accordance with Section 45-2-80.80 of the Code of Alabama (1975), which provides as follows:

> The Baldwin County Commission, the governing body of Baldwin County, Alabama, is hereby fully authorized to establish and maintain a public law library in the courthouse of the county and to accomplish such purpose may, from time to time, expend such public funds of the county as are not required by law to be expended for any other purpose or purposes; to provide suitable quarters or space for such library; to provide furniture, fixtures, and equipment therefor; to keep the same in a good state of maintenance and repair; and from time to time to enlarge, expand, and improve such library facilities and equipment and from time to time to provide such books, reports, periodicals, and other equipment for the library as are not provided therefor out of the proceeds of the special fund created by this subpart or otherwise, which expenditures shall from time to time be made on warrants drawn in the usual manner upon the county, payable out of the appropriate fund or funds, as further specifically provided in this subpart.

WHEREAS, as provided at Section 45-2-80.81 and 80.82 of the Code of Alabama (1975), certain sums are taxed as costs in the actions described therein, collected by the clerk of the Circuit, District, and Juvenile Courts of Baldwin County, and paid to the Commission; and

WHEREAS, in accordance with Section 45-2-80.83 of the Code of Alabama (1975), the sums to be paid to the Commission shall be kept in a special fund designated as the Baldwin County Law Library and Judicial Administration Fund and shall be expended by the Presiding Circuit Judge of the Circuit Court of Baldwin County, to create, establish, and maintain the law library and to provide for the more effective administration of justice; and

WHEREAS, the Presiding Judge has selected to employ the Contract Employee as librarian, and Contract Employee is willing to accept said position pursuant to the terms set forth herein; and

WHEREAS, the Presiding Judge has requested that the Contract Employee be treated by the Commission as a County employee for the purpose only of receiving certain benefits provided to employees of Baldwin County and, in consideration thereof, will contribute $35,360.00 to the Commission from the Baldwin County Law Library and Judicial Administration Fund.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the sufficiency of which are hereby acknowledged, the Baldwin County Legislative Delegation, the Contract Employee and the Baldwin County Commission agree as follows:

Article I.

RECITALS

The above recitals and statements are incorporated as part of this Employment Contract, as if fully set forth herein.

Article II.

DEFINITIONS

With Cause: A reason exists, which may or may not be made public at the sole discretion of the Presiding Judge in accordance with applicable state law.

Without Cause: At the sole discretion of the Commission or the Presiding Judge and without the need for a reason.

Severance Pay: Also known as separation pay; money (apart from back wages or salary) paid by Baldwin County, Alabama, only from the special fund established in Section 45-2-220.05 of the Code of Alabama (1975) to the dismissed Contract Employee in accordance with the terms of this Employment Contract.

Article III.

TERM(S) AND PERIOD OF EMPLOYMENT

The Commission selects the Contract Employee, and the Contract Employee hereby accepts employment with the Commission as **Librarian of the public law library**, which shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Contract Employee is employed solely at the pleasure of the Commission and may be dismissed, with or without cause, as determined exclusively by and in the sole discretion of the Baldwin County Legislative Delegation pursuant to this Employment Contract.

The Contract Employee shall continue and/or commence performance of said public duties, as written herein and as directed, upon the effective date of this Employment Contract, and the Contract Employee shall complete the adequate performance of the public duties and provisions noted herein on a continuing and ongoing basis to the exclusive satisfaction of the Presiding Judge.

Article IV.

PERIOD OF PERFORMANCE

The effective date of this Employment Contract shall be Tuesday, August 2, 2022. This Employment Contract shall continue in full force and effect through and including August 2, 2023.

Article V.

SCOPE OF SERVICES/DUTIES

The Contract Employee is employed as **Librarian of the public law library**. The Contract Employee will perform all duties of said position as are more particularly set forth in, BUT SHALL NOT BE LIMITED TO, the written job description (see **Exhibit "A"**) of said position and such other additional tasks and functions as are incidental thereto as determined by the Presiding Judge. The aforementioned job description shall be attached hereto and included as though fully set forth herein. The Presiding Judge shall have the right to request the Commission to amend said job description from time to time, in its sole discretion, thereby reducing or increasing the duties, tasks or functions of the Contract Employee.

As stated above, the Contract Employee shall be classified as a salaried exempt position provided with benefits only as set forth herein, with absolutely no rights existing under the personnel merit system of Baldwin County, Alabama. The Presiding Judge shall have supervisory control over the Contract Employee, and the duties of the Contract Employee may be changed from time to time in the sole discretion of the Presiding Judge. Notwithstanding any such change, the employment of the Contract Employee shall be construed as continuing under this Employment Contract as so modified.

The Contract Employee shall devote his/her time, full ability, and attention to the business of the public law library without interruption during the term of this Employment Contract. The Contract Employee shall not directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Presiding Judge.

Article VI.

STANDARD OF PERFORMANCE

The Contract Employee shall perform all such services in the manner and according to the standards observed by an able employee of the same skill and level of competence in the field within which said Contract Employees is engaged. All services and products of whatsoever nature, which the Contract Employee delivers to the Baldwin County Legislative Delegation pursuant to this Employment Contract, shall be performed and prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person performing services or work in the Contract Employee's profession.

Article VII.

COMPENSATION

The Contract Employee shall be paid for her performance under the Employment Contract based upon an annual rate of salary of Thirty-Five Thousand Three-Hundred and Sixty Dollars ($35,360.00). Said salary shall be due and payable bi-weekly and to coincide with the payment of the salary and/or payroll of employees of Baldwin County, Alabama.

In considering any compensation increases or decreases, the Presiding Judge may take into consideration any number of factors or matters, INCLUDING, BUT NOT LIMITED TO, the performance of the Contract Employee, the resources of the sums collected pursuant to Section 45-2-80.81 and 80.82 of the Code of Alabama (1975) and any other information deemed to be necessary as determined by the Presiding Judge.

Article VIII.

BENEFITS

In addition to the compensation hereinabove set forth, the Contract Employee shall receive benefits only as follows:

Dental Insurance - dental is 100% paid by the employee. It is offered at $23 per month for single or $68 per month for family.

Vision Insurance - vision is 100% paid by the employee. It is offered at $9.19 per month for single, $13.13 per month for employee +1, and $23.91 per month for family.

RSA - employee pays 7.5% and the county matches 6.93%. The rate at which the Commission matches may vary from year to year.

Group Life Insurance - the county pays $30,000 of life insurance at no cost to her. The Commission cost would be $56.52 per year.

Short-Term Disability - 100% employee paid based on annual salary.

Long-Term Disability - no cost to the employee. The Commission cost would be $71.76 per year.

Flexible Benefit (Cafeteria) plan - allows employee to deduct dental, vision, and disability premiums pre-tax and also has a flexible spending account.

Annual Leave - 8 hours per month from year 0-4. Hour increments increase at year 5, 10, and 15.

Sick Leave - 8 hours per month

Longevity - starting on October 1st following the first 5 years of employment - $500 per year., rates increase at 10 and 15 years of service.

All available health insurance coverage, life insurance coverage, or disability insurance coverage provided to County Employees by the Baldwin County Commission are subject to the terms and conditions of such insurance coverage, if any.

All available leave if any, is accrued on the same terms and conditions as are provided for County employees and in accordance with the Baldwin County Commission Personnel Handbook, as the same may be amended in the discretion of the Baldwin County Commission.

Notwithstanding any statements contained in this Employment Contract, nothing herein shall be construed or interpreted as affording the Contract Employee any other rights existing under the personnel merit system of Baldwin County, Alabama, including, but not limited to, the Baldwin County Commission Personnel Handbook. The Contract Employee only enjoys benefits as they are granted under the Employment Contract.

The Contract Employee shall be required to contribute to the Retirement System of Alabama as provided for by Section 36-27-1, et seq. Code of Alabama (1975).

Article IX.

TERMINATION

It is understood that the Contract Employee works at the sole discretion and the sole pleasure of the Presiding Judge, regardless of the capacity of public service. Nothing contained in this Employment Contract shall in any way prevent, limit orrestrict the right of the Presiding Judge to cancel, terminate or not renew this Employment Contract and to discontinue the services of the Contract Employee at any time, with or without cause, as those terms are herein defined.

Regardless of whether the Contract Employee is terminated with or without cause, upon termination, he/she shall be entitled to the benefits to which any salaried-exempt employee of the Baldwin County Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. Any severance payment and/or other payment due for accumulated leave time, as determined and calculated by the Commission, shall be paid in a lump sum to the Contract Employee within one month of his/her official termination date.

The Contract Employee may cancel or terminate this Employment Contract at any time by giving two (2) weeks written notice of such cancellation or termination, and upon such cancellation or termination, said Contract Employee shall be entitled to the benefits to which any salaried-exempt employee of the Commission would be entitled upon separation, only if authorized pursuant to this Employment Contract. However, said Contract Employee shall not be entitled to receive any severance pay pursuant to this Employment Contract. Any other payments due for accumulated leave time shall be paid in a lump sum to the Contract Employee within one month of her official termination date.

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CONTRACT EMPLOYEE EVALUATION

The Presiding Judge shall prepare and review with the Contract Employee an annual written evaluation of performance. Said annual written evaluation, among other considerations, may be used by the Presiding Judge in determining the job performance of the Contract Employee; however, said written annual evaluation shall in no way affect or limit the Presiding Judge's

authority to terminate the Contract Employee with or without cause or at will.

The Contract Employee shall at all times adhere to the applicable Drug Free Workplace Policy and compliance with Alabama's ethics laws as conditions of employment.

Article XI.

REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to the Presiding Judge and/or the Commission is intended to be exclusive of any other remedy or remedies, and the Presiding Judge and Commission retain each and every such remedy, now or hereafter existing, at law or in equity or otherwise.

Article XII.

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, and such invalidity, illegality or unenforceability shall not affect any other remaining provisions hereof. This Employment Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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ASSIGNMENT

The Contract Employee shall not assign any of his/her rights nor transfer any of his/her obligations under this Employment Contract without the prior written consent of the Presiding Judge and the Commission, and any attempt to so assign or so transfer without such consent shall be void, without legal effect and shall constitute grounds for cancellation or termination of the Contract Employee and this Employment Contract.

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NO WAIVER OF DEFAULT

No delay or omission of the Presiding Judge and/or the Commission 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 Employment Contract to the Presiding Judge and/or the Commission shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Presiding Judge and/or the Commission.

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ENTIRE CONTRACT AND AMENDMENT

In conjunction with the matters considered herein, this Employment Contract 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. In addition, this Employment Contract supersedes and replaces all previous employment contracts or agreements between the parties. This Employment Contract may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Employment Contract and by no other means. Each Party waives their future right to claim, contest or assert that this Employment Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppels.

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CAPTIONS

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Article XXI.

RULE OF CONSTRUCTION

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AUTHORIZATION OF PAYMENT FROM THE SPECIAL FUND

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Article XXIII.

COUNTERPARTS

This Employment Contract may be executed in one or more counterparts, and all such executed counterparts shall constitute the same contract. It shall be necessary to account for only one (1) such counterpart in proving this Employment Contract.

THIS IS INTENDED TO BE A LEGALLY BINDING EMPLOYMENT CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

PRESIDING JUDGE

By: 08/01/2022
HON. CLARK STANKOSKI **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County in said State, hereby certify that CLARK STANKOSKI, whose name as Presiding Judge, is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of August, 2022.

Notary Public, Baldwin County, Alabama
My Commission Expires: May 16, 2026

My Commission Expires:

VICTORIA KEY NOTARY PUBLIC STATE OF ALABAMA

LYNN BILES (CONTRACT EMPLOYEE)

Lynn Biles 8/1/22

LYNN BILES **Date**

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Victoria Key, a Notary Public, in and for said County in said State, hereby certify that **LYNN BILES**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of August, 2022.

Victoria Key

Notary Public, Baldwin County, Alabama
My Commission Expires: **My Commission Expires: May 16, 2026**



EMPLOYMENT CONTRACT APPROVED BY:
BALDWIN COUNTY COMMISSION

By: _____ 08/02/2022
JAMES E. BALL **Date**
As Its: Chairman

ATTEST:

By: _____ 08/02/2022
RON CINK **Date**
As Its: County Administrator

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Carjetta Crook, a Notary Public, in and for said County in said State, hereby certify that JAMES E. BALL, whose name as Chairman and RON CINK, whose name as County Administrator of the BALDWIN COUNTY COMMISSION, a county commission and political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this the day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said county commission.

Given under my hand and seal this 2nd day of August, 2022.

_____
Notary Public, Baldwin County, Alabama
My Commission Expires: _____

CARJETTA CROOK NOTARY PUBLIC STATE OF ALABAMA

My Commission Expires:
July 14, 2025

POSITION DESCRIPTION

Title: Librarian (Supplemental)

Department: Circuit Court – Law Library

Job Analysis: August 2022

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: Presiding Circuit Court Judge

Subordinate Staff: None

Internal Contacts: Staff

External Contacts: General Public

Salary Grade: Contractual/Exempt

Job Domains

1. Assist with various forms for purchase and help "others" needing assistance with research.
2. Manage and assist with copies made by attorneys and "others". Send out statements to attorneys twice a year for copies made.
3. Make deposits to Baldwin County Commission with money collected from sale of forms and copies. Email deposit slip to Accounting and Personnel.
4. Make copies of divorce forms and courier to the Fairhope and Foley Clerk's office where they send payments in the form of money orders back to me for deposit.
5. Manage telephone records for the judges' cell phones and hotspots.
6. Create requisitions for payment of bills twice a month and have the Presiding Judge to sign. Take them over to the Baldwin County Commission for approval on the 1st and 3rd Tuesday of each month. After approval and the checks are cut, pick up, make copies and mail to the appropriate vendor.
7. Maintain ten (10) Xerox copiers in the courtrooms and judges' offices and send in the meter readings each quarter.
8. Manage three (3) computers (Bay Minette, Foley, Fairhope) with legal research, Westlaw, which is free to attorneys and "others".
9. Maintain the Code of Alabama and all other books with updates and pocket parts.
10. Make sure all supplies are ordered and are in stock. (i.e., paper, toner, drums, receipt books, envelopes, office supplies and postage.)
11. Help with the approval and printing of yearly Circuit Court calendars.

Knowledge, Skills, and Abilities

(Any item with an asterisk will be taught on the job.)

1. Skills to communicate effectively with office staff and general public.
2. Math skills to perform basic operations.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to read and understand written instructions, manuals, and correspondence.
5. Ability to operate office machines such as calculator, computer terminal and copy machine.
6. Knowledge of general office procedures.
7. Ability to work independently with little supervision.
8. Knowledge of departmental policies and procedures and ability to apply them to work problems.

Minimum Qualifications

1. High school diploma or equivalent.
2. Office experience, required.

Baldwin County Commission

Agenda Action Form

File #: 22-0973, **Version:** 1 **Item #:** CA7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Interim County Administrator / Budget Director
Submitted by: Jeannie M. Peerson, Commission Executive Assistant

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ITEM TITLE
National Multiple Sclerosis Society - Alabama-Mississippi Chapter's Annual Bike MS: Tour de Beach Fundraising Event 2022

STAFF RECOMMENDATION
Take the following actions:

1) Approve the cycling routes for the Alabama-Mississippi Chapter of the National Multiple Sclerosis Society's Annual Bike MS: Tour de Beach Fundraising Event in Gulf Shores, Alabama. This event will begin at 7:00 a.m. on September 17 - 18, 2022, originating from Lake Shelby across from the Lodge at Gulf State Park. There will be approximately 300 cyclists riding their bikes up to 150 miles (25, 45, or 75 miles each day) to benefit people living with multiple sclerosis.

2) Approve the use of Mullet Point Park on Saturday, September 17, 2022, as a rest stop for the ride from 6:00 a.m. to 1:00 p.m. This rest stop would utilize the already existing pavilion and would have two (2) portable toilets and a hand washing station on the premises as well.

The Cities of Foley, Fairhope, Orange Beach, and Gulf Shores will assist with the event.

The Baldwin County Sheriff's Office will provide security and traffic control for the event.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: County Commission staff received a request from Ms. Erin Hamilton, Senior Manager, Event Production, of the Alabama - Louisiana - Mississippi Chapter of the National Multiple Sclerosis Society, to hold a bicycling fundraising event, Bike MS: Tour de Beach on September 17 - 18, 2022. This year there will be approximately 300 cyclists riding their bikes 150 miles (25, 45, or 75 miles each day) to benefit people living with Multiple Sclerosis. Ms. Hamilton is asking the Commission to approve the cycling routes, the use of county roads and to use Mullet Point Park on Saturday, September 17, 2022, as a rest stop for the ride from 6:00 a.m. to 1:00 p.m., utilizing the already

existing pavilion and would have 2 portable toilets and hand washing station on the premises as well.

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: Immediately following the meeting on 09/06/2022

Individual(s) responsible for follow up:
Administration - E-mail correspondence to:
andrew.bell@nmss.org
erin.hamilton@nmss.org

Mail correspondence to:
Mr. Andrew Bell, Chapter President
National Multiple Sclerosis Society
Alabama-Mississippi Chapter
ATTN: Erin Hamilton, Senior Manager, Event Production
2200 Woodcrest Place, Suite 230
Birmingham, Alabama 35209

cc: Ron Cink, Sheriff Huey “Hoss” Mack, Chief Deputy Anthony Lowery, Capt. Tony Nolfe, Lt. Nathan

Lusk, Mandi Scott

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

Additional instructions/notes: N/A

National
Multiple Sclerosis
Society
Alabama-Louisiana -
Mississippi

August 12, 2022

Baldwin County Commission
201 East Section Avenue
Foley, AL 36535

Dear Baldwin County Commission:

On **September 17-18, 2022**, the **Alabama-Mississippi Chapter of the National Multiple Sclerosis Society** will hold its **annual Bike MS: Tour de Beach** fundraising event in Gulf Shores, Alabama originating from Lake Shelby across from The Lodge at Gulf State Park. There will be **approximately 175 cyclists** riding their bikes up to 75 miles (to benefit people living with multiple sclerosis. We would also like to utilize Mullet Point Park on Saturday, 9/17/22 as a rest stop for our ride from 6:00am - 1:00pm. This rest stop would utilize the already existing pavillion and we would have 2 portable toilets and hand washing station on the premises as well.

We are **requesting approval of our cycling route and the use of Mullet Point Park by the Baldwin County Commission.** Please see additional documents included in this correspondence.

If you have additional questions or concerns about our route, please contact me directly at erin.hamilton@nmss.org or at (812)-593-6205 which is my cell.

Thank you for your support of Bike MS: Tour de Beach and our organization's vision of a world free of multiple sclerosis.

Sincerely,

Erin Hamilton
Sr. Manager, Event Production
Alabama-Louisiana-Mississippi

The National Multiple Sclerosis Society is a nonprofit corporation. The Society is a public charity exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code.
Our Federal Tax ID number is [redacted]

bike MS

Tour de Beach 2022 Route Maps

TURNAROUND POINT

OUT

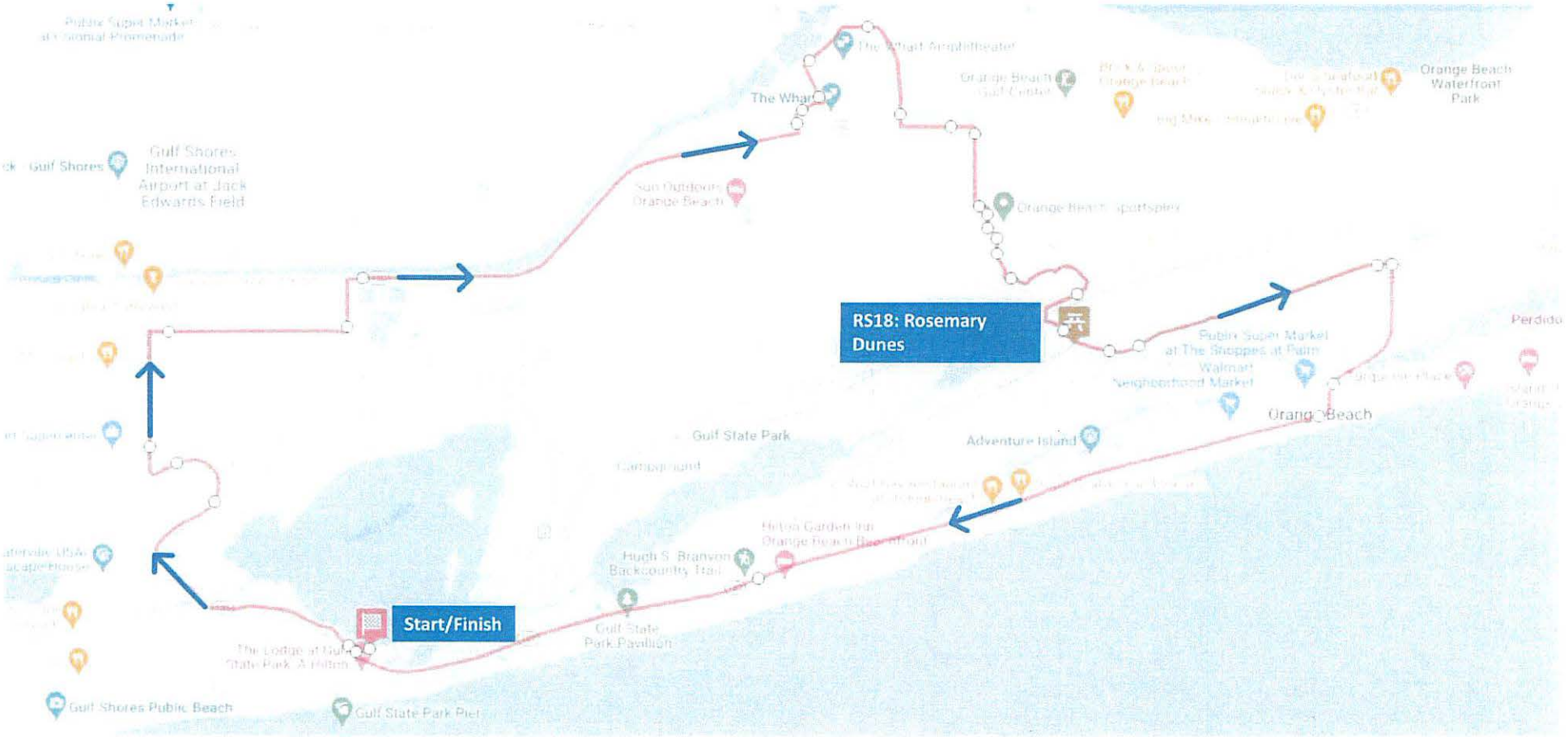
BACK

REST STOP

REST STOPS ARE SUBJECT TO CHANGE

18m Saturday Route – Short Route

RS18: Rosemary Dunes: Intersection of Catman Trail and Rosemary Dunes Trail

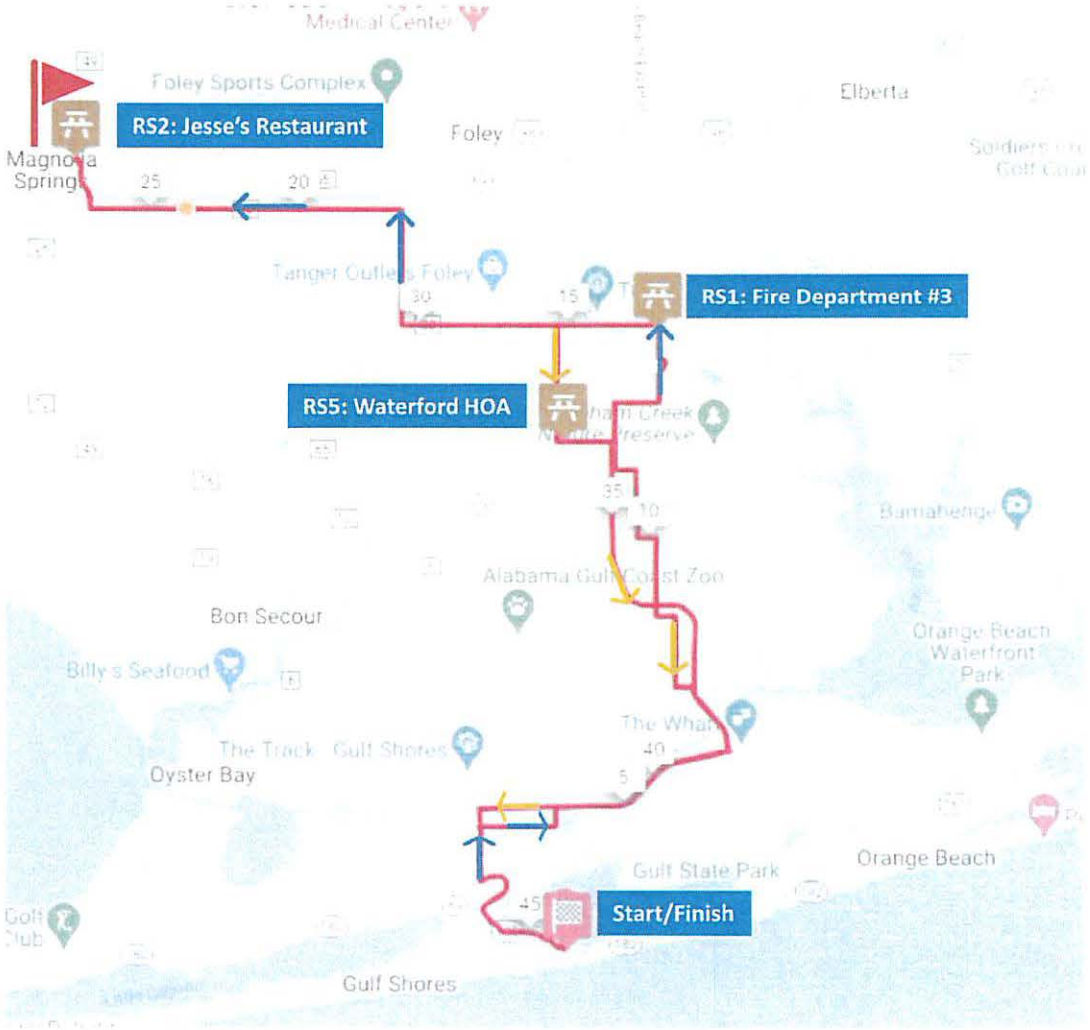


45m Saturday Route

RS1: Fire Department #3: Fairway Drive, Foley, AL 36535

RS2: Magnolia Springs Volunteer FD: 14809 Gates Ave, Magnolia Springs, AL 36555

RS5: Waterford HOA: 6001 Waterford Dr., Foley, AL 3653



75m Saturday Route – Long Route

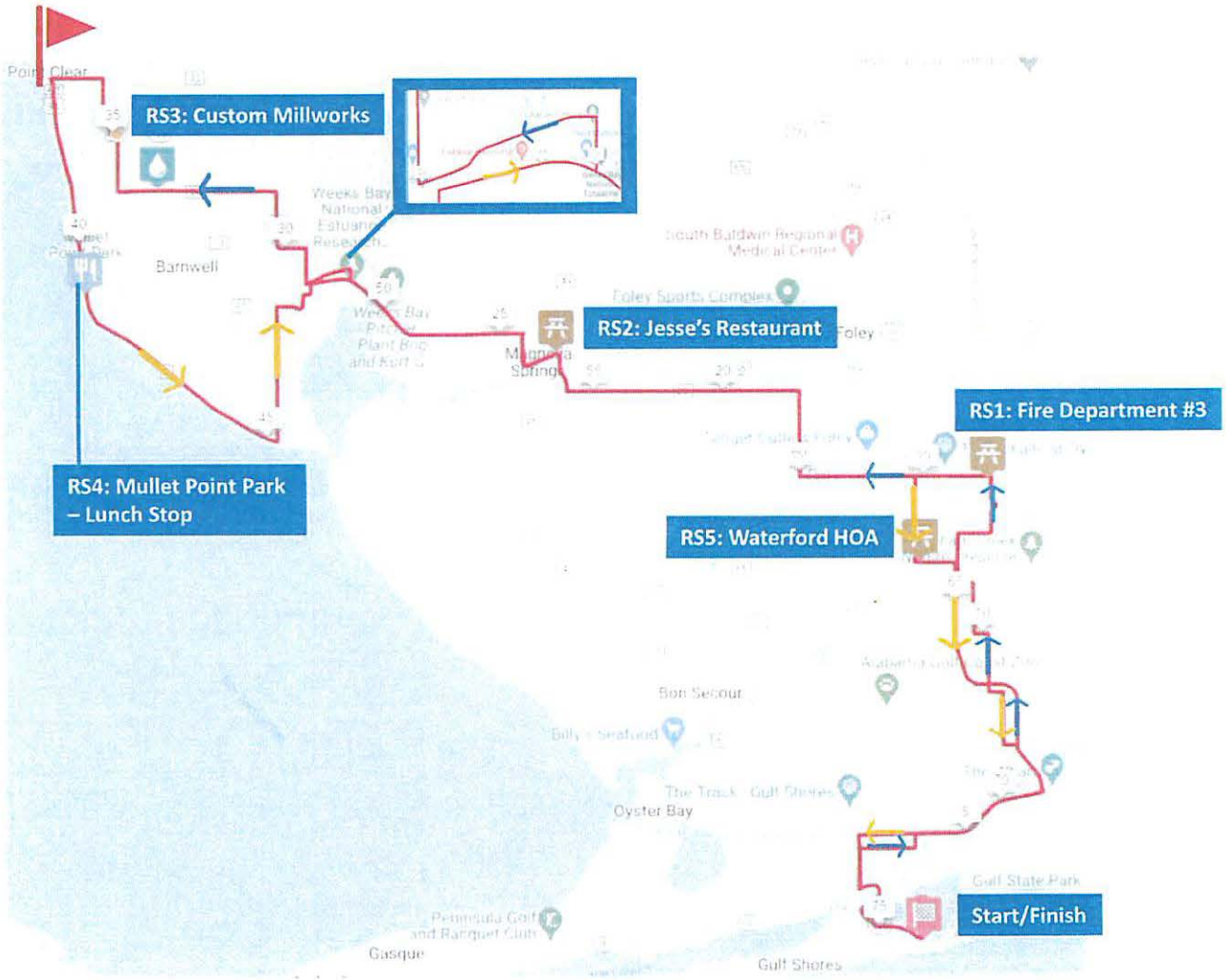
RS1: Fire Department #3: Fairway Drive, Foley, AL 36535

RS2: Magnolia Springs Volunteer FD: 14809 Gates Ave, Magnolia Springs, AL 36555

RS3: Custom Millworks: 7882 Co Rd 24, Fairhope, AL 36532

RS4: Mullet Point Park: 13203 Co Rd 1, Fairhope, AL 36532

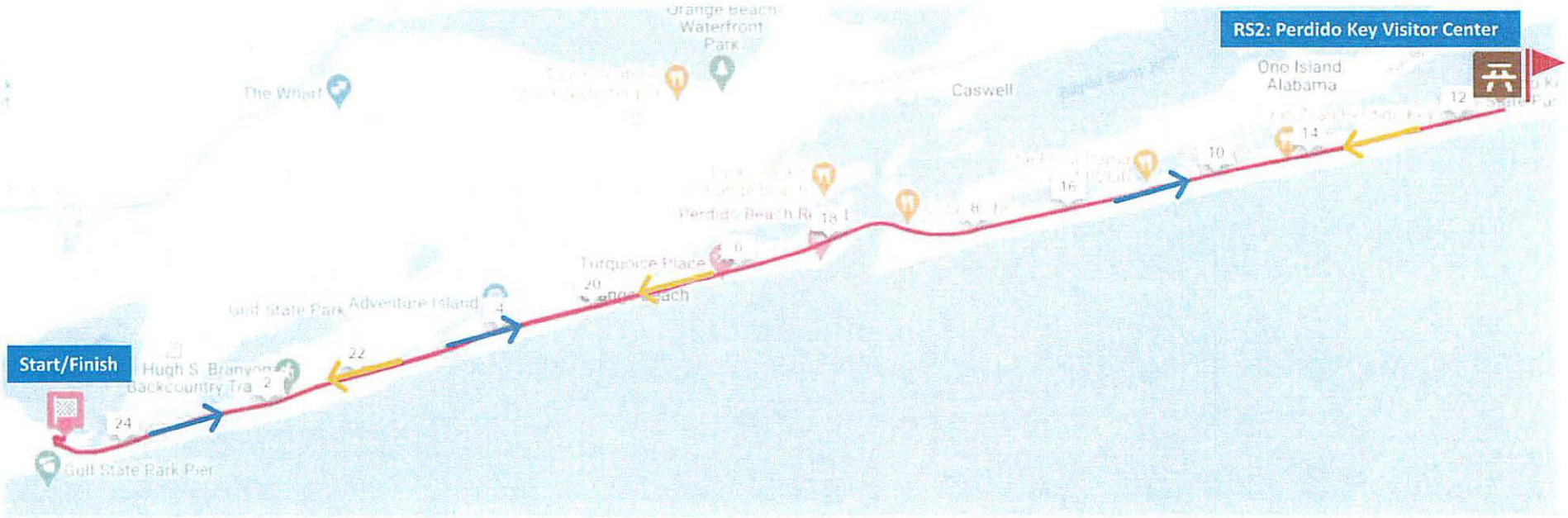
RS5: Waterford HOA: 6001 Waterford Dr., Foley, AL 3653



25m Sunday Route – Short Route

RS1: Not Used for Route

RS2: Perdido Key Visitor Center: 1550 Perdido Key Drive, Pensacola, FL 32507



41m Sunday Route

RS1: Not Used for Route

RS2: Perdido Key Visitor Center: 1550 Perdido Key Drive, Pensacola, FL 32507

RS3: TBD



55m Sunday Route – Long Route

RS1: Lagoon Pass: 1640 W. Beach Blvd., Gulf Shores, AL 36542

RS2: Perdido Key Visitor Center: 1550 Perdido Key Drive, Pensacola, FL 32507

RS3: TBD

Riders will start the route going towards Lagoon Pass and eventually **turning around at Yellow Rose House: 2833 W. Beach Blvd.** Then Riders will go past the Start/Finish and follow the course out to Landfall Marina and back.

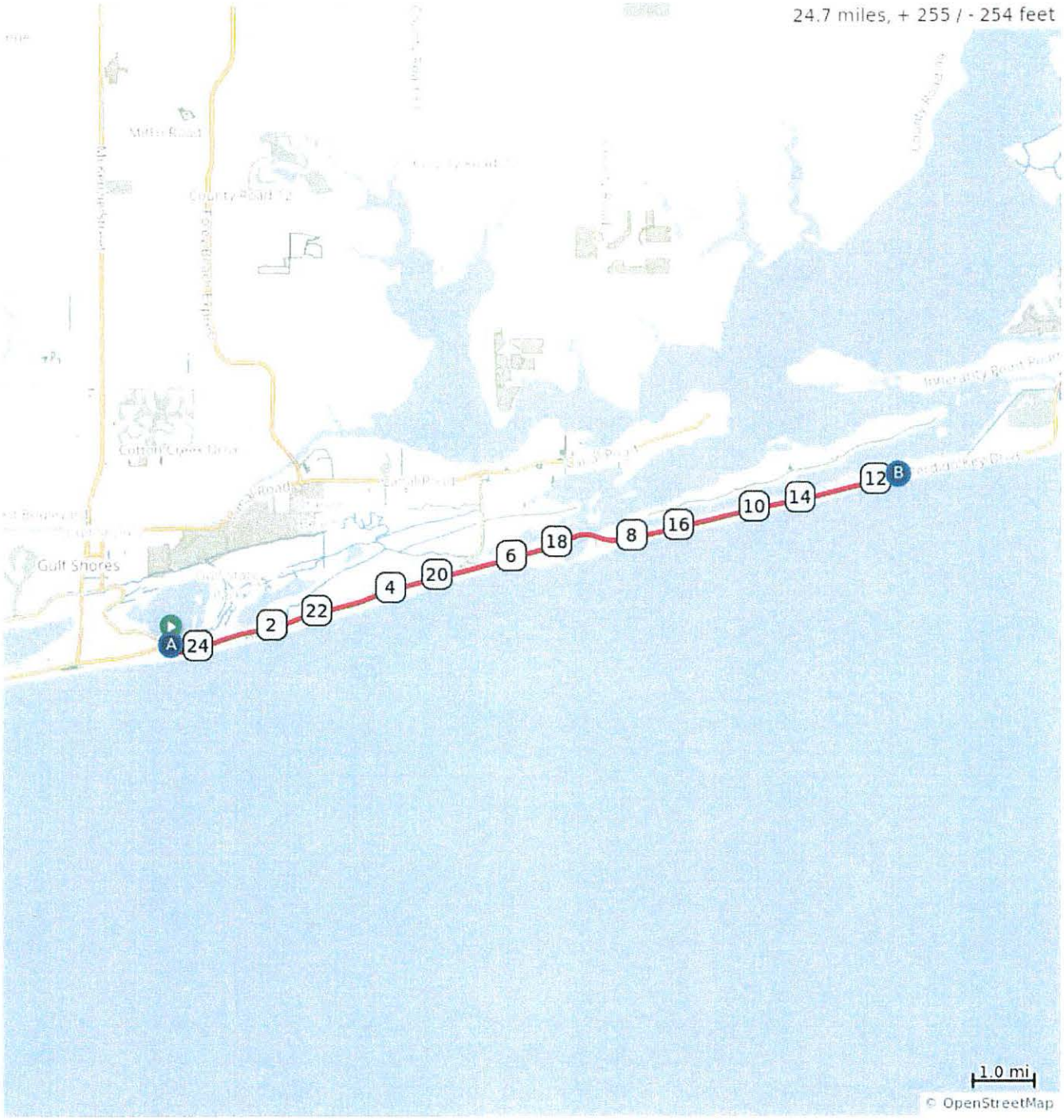


25M Sunday Bike MS Tour de Beach 2022

Sunday Short Route - 9/18/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park

B. Rest Stop #2 - Perdido Key Visitor Center



25M Sunday Bike MS Tour de Beach 2022

Type	Dist	Note
	0.0	Start of route
	0.1	Forward on Lakeview Trail
	0.1	Left onto AL-135/State Park Rd
	0.2	CAUTION! Turn left onto AL-182/E Beach Blvd
	9.4	Enter Florida - Continue onto FL-292 E
	12.4	REST STOP on LEFT and U-TURN AROUND POINT Perdido Key Visitor Center 15500 Perdido Key Dr Pensacola, FL 32507
	12.4	Continue on Perdido Key Dr/FL-292
	15.4	Enter Alabama - Continue onto AL-182 W
	24.6	Right onto AL-135/State Park Rd
	24.6	Right into Shelby Lake Park and FINISH!
	24.7	End of route

24.7 miles. +255/-254 feet

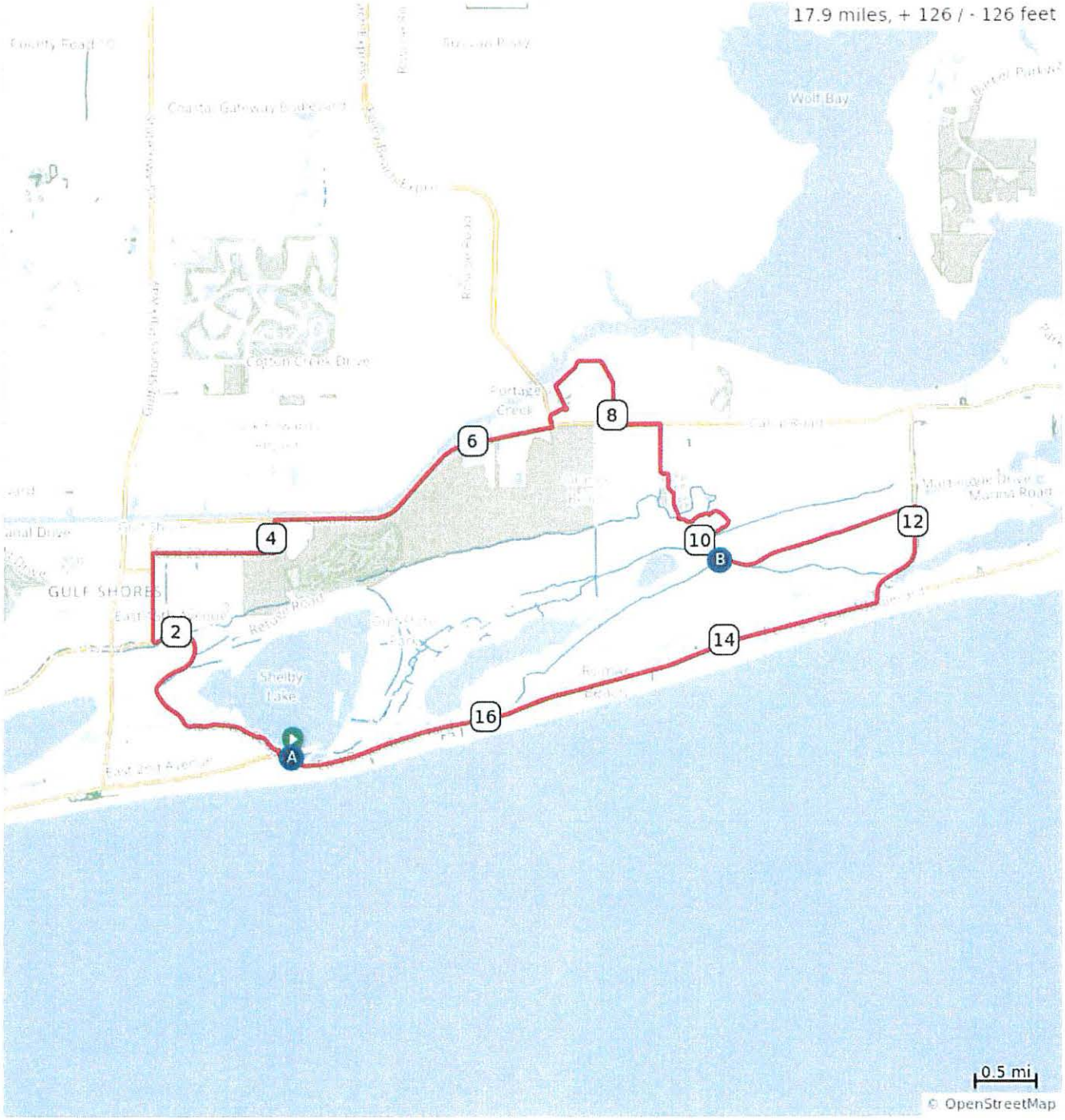
18M Saturday Bike MS Tour de Beach 2022

bike MS

Saturday Short Route - 9/17/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park

B. Rest Stop - Rosemary Dunes Restroom



18M Saturday Bike MS Tour de Beach 2022

Type	Dist	Note
	0.0	Start of route
↑	0.1	Forward on Lakeview Trail
→	0.1	Right onto Alabama's Coastal Connection/State Park Rd AL-135
→	2.2	CAUTION! Turn right onto E 2nd St/ AL-180
→	2.9	Right onto E 22nd Ave
←	3.9	Left onto E 10th St
→	4.2	Right onto AL-180/Canal Rd
←	6.6	CAUTION! Turn left onto Foley Beach Express
→	6.7	Right onto Wharf Ln. DO NOT GO STRAIGHT OVER THE BRIDGE
↑	6.9	At the traffic circle, take the 3rd exit onto Main St
→	7.1	Right onto Wharf Pkwy E
←	8.1	CAUTION! Turn left onto AL-180/ Canal Rd
→	8.4	Right onto William Silvers Pkwy

8.4 miles. +57/-53 feet

Type	Dist	Note
←	8.8	Left into Sportsplex parking lot
↖	8.9	Angle left through Parking lot, stay left of soccer fields
↑	9.1	Enter arch for Backcountry Trail. Continue onto Gulf Oak Ridge Trail
←	9.2	Left onto Twin Bridges Trail
←	10.0	Left onto Catman Trail
	10.2	REST STOP on LEFT Rosemary Dunes Restrooms
↑	10.2	Continue on Catman Trail
→	11.8	Exit right from Catman Trail into parking lot
→	11.9	Right onto AL-161/Orange Beach Blvd
→	12.7	CAUTION! Turn right onto AL-182/ Perdido Beach Blvd
→	17.7	Right onto AL-135/State Park Rd
→	17.8	Right onto Lakeview Trl toward the Finish
	17.9	End of route

9.5 miles. +63/-83 feet

45M Saturday Bike MS Tour de Beach 2022

Saturday Medium Route 9/17/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park

B. Rest Stop #1 -Foley Fire Dept. #3

C. Rest Stop #2 - Magnolia Springs Vol. FD

D. Rest Stop #5 - Waterford HOA



45M Saturday Bike MS Tour de Beach 2022

Type	Dist	Note
●	0.0	Start of route
↑	0.1	Forward on Lakeview Trail
→	0.1	Right onto Alabama's Coastal Connection/State Park Rd AL-135
→	2.2	CAUTION! Turn right onto E 2nd St/AL-180
→	2.9	Right onto E 22nd Ave
←	3.9	Left onto E 10th St
→	4.2	CAUTION!! Turn right onto AL-180/ Canal Rd
←	6.6	CAUTION! Turn left onto Foley Beach Express and go over bridge
↑	7.1	CAUTION! Keep right past Toll Booth and use shoulder
→	9.0	Right onto Roscoe Rd
→	10.2	Right to stay on Roscoe Rd
→	11.3	CAUTION! Turn right onto Foley Beach Express. Use Shoulder.
→	12.2	Right onto County Rd 12 S

12.2 miles. +142/-94 feet

Type	Dist	Note
←	12.8	Left onto Fairway Dr
ψ	13.8	REST STOP on RIGHT Foley Fire Dept. #3 Fairway Drive Foley, AL 36535
←	13.9	CAUTION! Turn left onto County Rd 20/Miflin Rd
↑	16.1	CAUTION! Cross S. McKenzie St./AL-59
→	17.2	Right onto S Hickory St
←	18.7	Left onto W Michigan Ave/County Rd 26
→	22.7	Right onto Co Rd 49/Magnolia Springs Hwy
→	23.5	REST STOP on RIGHT Magnolia Springs VFD 14809 Gates Ave. Magnolia Springs, AL 36555
←	23.6	Left out of Rest Stop onto Co Rd 49/Magnolia Springs Hwy
←	24.4	Left onto Co Rd 26/Michigan Rd.
→	28.4	Right onto Hickory St S
←	29.9	Left onto County Rd 20 W/Miflin Rd.

17.7 miles. +245/-241 feet

Type	Dist	Note
→	31.9	Right onto James Rd
←	33.4	Left onto Brinks Willis Rd
ψ	33.5	Rest stop on RIGHT Waterford HOA 6001 Waterford Dr. Foley, AL 36535
→	34.1	CAUTION! Turn right onto Foley Beach Express. Use Shoulder.
→	36.6	Right onto Roscoe Rd
←	37.9	Left onto Bradford Rd
→	38.1	CAUTION! Turn right onto Foley Beach Express. Stay right of Toll Booth and go over bridge.
→	39.1	Right onto Canal Rd / AL-180
←	42.4	Left onto E 22nd St
←	43.5	Left onto State Park Rd AL-135
←	45.6	Left onto Lakeview Trail towards the finish
●	45.8	End of route

15.9 miles. +86/-141 feet

55M Sunday Bike MS Tour de Beach 2022

bike MS

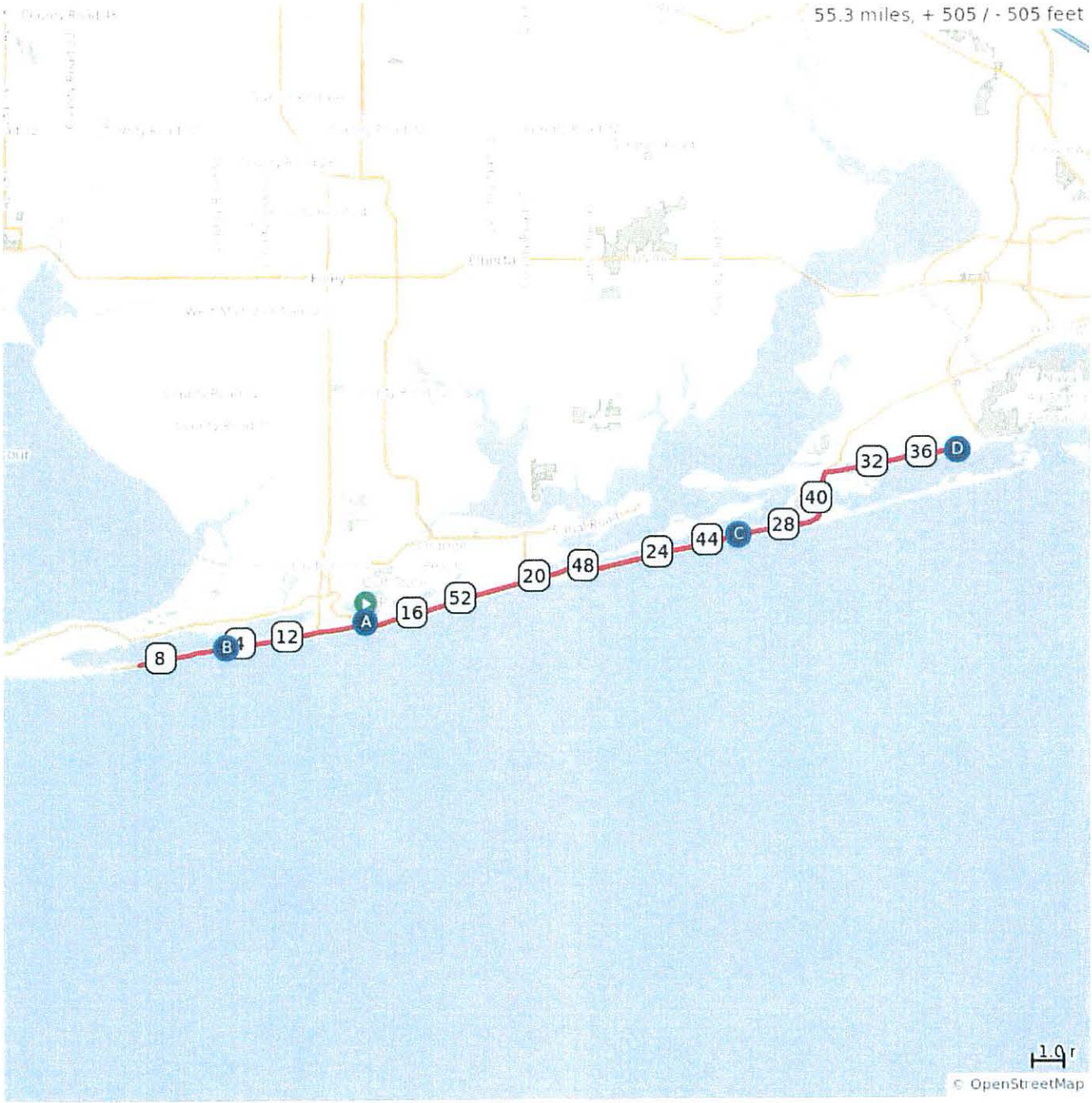
Sunday Long Route - 9/18/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park

B. Rest Stop #1 - Lagoon Pass Park

C. Rest Stop #2 - Perdido Key Visitor Center

D. Rest Stop #3 - Landfall Marina



55M Sunday Bike MS Tour de Beach 2022

Type	Dist	Note
	0.0	Start of route
	0.0	Forward on Lakeview Trail
	0.1	Left onto AL-135/State Park Rd.
	0.1	Right onto E Beach Blvd/AL-182
	4.4	Continue on Beach Blvd/AL-182
	7.2	U-TURN AROUND POINT - Yellow Rose House at 2833 W. Beach Blvd.
	10.0	REST STOP on Left Lagoon Pass Park 1640 W. Beach Blvd. Gulf Shores, AL 36542
	10.1	Continue on Beach Blvd/AL-182
	14.4	WATER STOP on LEFT if needed, at Start/Finish. Continue on Beach Blvd/AL-182
	23.5	Enter Florida - Continue onto FL-292 E
	26.5	REST STOP on LEFT Perdido Key Visitor Center 15500 Perdido Key Drive Pensacola, FL 32507
	26.6	Continue on Perdido Key Dr/FL-292

26.6 miles. +212/-210 feet

Type	Dist	Note
	30.4	CAUTION! Turn right on Gulf Beach Hwy after Burger King (on the left)
	34.6	Right onto Bertha St
	34.8	REST STOP on LEFT and U-TURN AROUND POINT Landfall Marina Landfall Drive Pensacola, FL 32507
	34.9	Left onto Gulf Beach Hwy
	39.1	CAUTION! Turn left onto FL-292 W/Perdido Key Blvd
	43.1	REST STOP on RIGHT Perdido Key Visitor Center 15500 Perdido Key Drive Pensacola, FL 32507
	46.1	Enter Alabama - Continue onto AL-182 W/Perdido Beach Blvd
	55.3	Right onto AL-135/State Park Rd
	55.3	Right into Shelby Lake Park and FINISH!
	55.3	End of route

28.8 miles. +267/-271 feet

75M Saturday Bike MS Tour de Beach 2022

Saturday Long Route 9/17/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park
B. Rest Stop #1 - Foley Fire Dept. #3
C. Rest Stop #2 - Magnolia Springs Volunteer FD
D. Rest Stop #3 - Custom Millworks
E. Rest Stop #4 Lunch - Mullet Point Park
F. Rest Stop #5 - Waterford HOA



75M Saturday Bike MS Tour de Beach 2022

Type	Dist	Note
	0.0	Start of route
	0.1	Forward on Lakeview Trail
	0.1	Right onto Alabama's Coastal Connection/State Park Rd AL-135
	2.1	CAUTION! Turn right onto E 2nd St/AL-180
	2.9	Right onto E 22nd Ave
	3.9	Left onto E 10th St
	4.1	CAUTION!! Turn right onto AL-180/ Canal Rd
	6.6	CAUTION! Turn left onto Foley Beach Express and go over bridge
	7.1	CAUTION! Keep right past Toll Booth and use shoulder
	9.0	Right onto Roscoe Rd
	10.1	Right to stay on Roscoe Rd
	11.3	CAUTION! Turn right onto Foley Beach Express. Use Shoulder.
	12.2	Right onto County Rd 12 S

12.2 miles. +142/-94 feet

Type	Dist	Note
	12.7	Left onto Fairway Dr
	13.7	REST STOP on RIGHT Foley Fire Dept. #3 Fairway Drive Foley, AL 36535
	13.8	CAUTION! Turn left onto County Rd 20/Miflin Rd
	16.1	CAUTION! Cross S. McKenzie St./AL-59
	17.1	Right onto S Hickory St,
	18.6	Left onto W Michigan Ave/County Rd 26
	22.7	Right onto Co Rd 49/Magnolia Springs Hwy
	23.5	REST STOP on RIGHT Magnolia Springs VFD 14809 Gates Ave. Magnolia Springs, AL 36555
	23.5	Left out of Rest Stop onto Co. Rd. 49/Magnolia Springs Hwy
	0.0	Right onto Oak St
	24.0	Right onto Pecan Grove St

11.9 miles. +115/-144 feet

Type	Dist	Note
	24.6	CAUTION! Turn left onto US-98 W. Use shoulder.
	28.0	Right onto McKenzie Rd
	28.2	Curve left to stay on McKenzie Rd
	29.0	Right onto AL-181
	29.6	Left to stay on AL-181
	31.1	Left onto Co Rd 24
	33.2	REST STOP on LEFT Custom Millworks 7882 Co. Rd. 24 Fairhope, AL 36532
	33.9	Right on Co Rd 3
	34.9	Left to stay on Co Rd 3/Monk Rd.
	36.1	Left onto Co Rd 32
	37.0	Left onto Scenic Hwy 98
	40.6	Continue onto Co Rd 1
	40.8	LUNCH STOP on RIGHT Mullet Point Park 13203 Co. Rd. 1 Fairhope, AL 36532

16.8 miles. +292/-339 feet

Type	Dist	Note
	45.2	Left onto Mary Ann Beach Rd, Co. Rd. 27
	47.6	Right onto Dominion Dr
	48.3	Bear Left to stay on Dominion Dr.
	48.5	CAUTION! Turn right onto US-98 E. Use shoulder.
	52.6	Right onto Pecan Grove St
	53.1	Left onto Oak St
	0.0	Left onto Co Rd 49/Magnolia Springs Hwy
	0.0	REST STOP on RIGHT Magnolia Springs VFD 14809 Gates Ave. Magnolia Springs, AL 36555
	54.1	Left from Rest Stop onto Co Rd 49/Magnolia Springs Hwy
	54.5	Left onto Co Rd 26
	58.5	Right onto S Hickory St
	60.0	Left onto County Rd 20 W/Miflin Rd.
	61.0	CAUTION! Cross S. McKensie St./AL-59

20.2 miles. +315/-265 feet

Type	Dist	Note
→	62.1	Right onto James Rd
←	63.6	Left onto Brinks Willis Rd
🍴	63.7	REST STOP on Right Waterford HOA 6001 Waterford Dr. Foley, AL 36535
→	64.3	CAUTION! Turn right onto Foley Beach Express. Use Shoulder.
→	66.7	Right onto Roscoe Rd
←	68.0	Left onto Bradford Rd
→	68.3	CAUTION! Turn right onto Foley Beach Express. Stay right of Toll Booth and go over bridge
→	69.2	Right onto AL-180/Canal Rd
←	72.7	Left onto AL-180/E. 2nd Street
←	73.6	CAUTION! Turn left onto AL-135/ State Park Rd
←	75.7	Left onto Lakeview Trail towards the Finish
📍	76.1	End of route

15.0 miles. +97/-150 feet

41M Sunday Bike MS Tour de Beach 2022

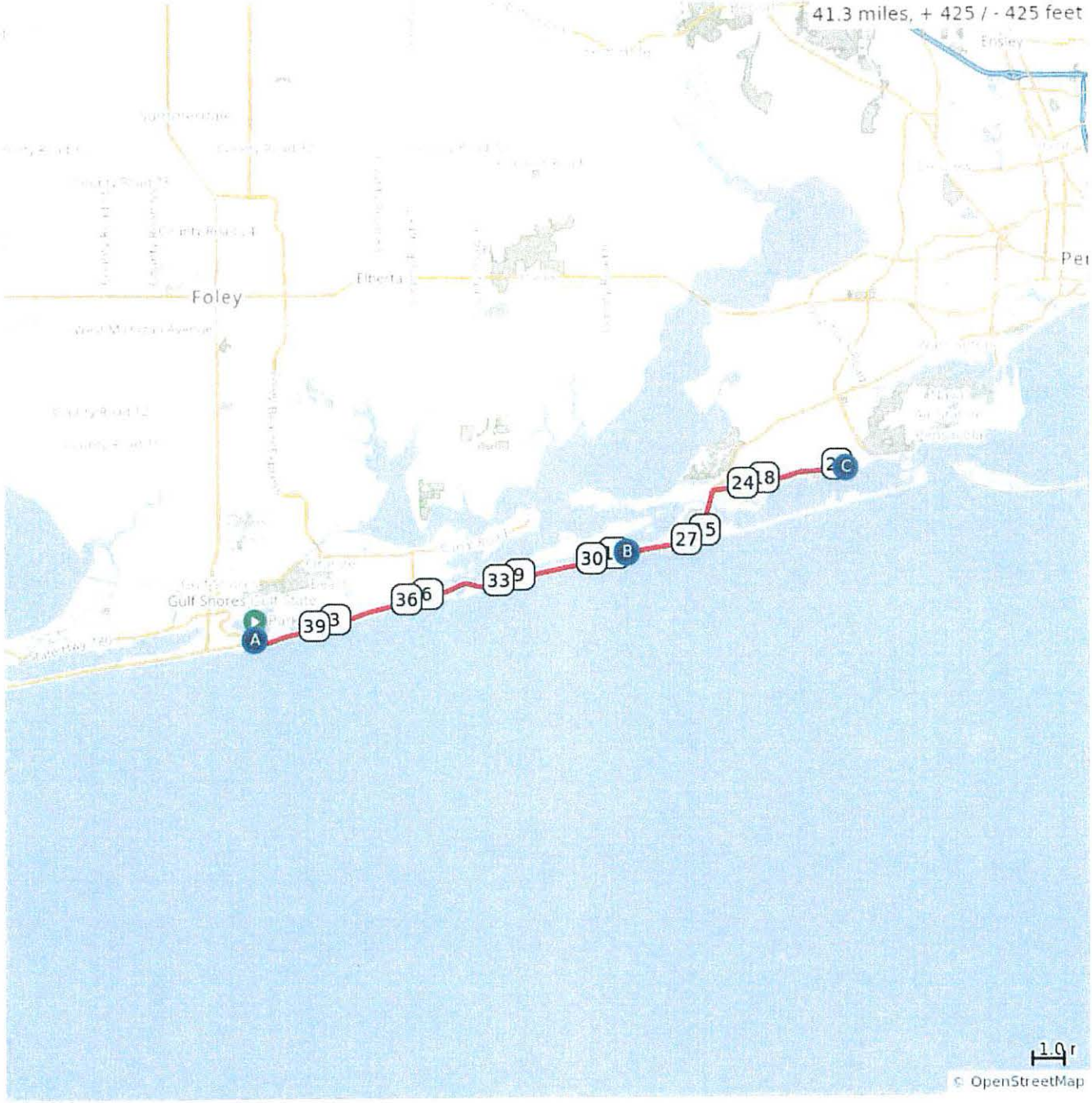
bike MS

Sunday Medium Route - 9/18/2022

A. Start/Finish - Shelby Lake Park - Gulf State Park

B. Rest Stop #2 - Perdido Key Visitor Center

C. Rest Stop #3 - Landfall Marina



41M Sunday Bike MS Tour de Beach 2022

Type	Dist	Note
↑	0.0	Forward on Lakeview Trail
←	0.1	Left onto AL-135/State Park Rd
←	0.2	CAUTION! Turn left onto AL-182/E Beach Blvd
↑	9.4	Enter Florida - Continue onto FL-292 E
🍴	12.3	REST STOP on LEFT Perdido Key Visitor Center 1550 Perdido Key Drive Pensacola, FL 32507
↑	12.4	Continue on Perdido Key Dr/FL-292
→	16.3	CAUTION! Turn right on Gulf Beach Hwy. after Burger King (on the left)
→	20.5	Right onto Bertha St
🍴	20.7	REST STOP on LEFT and U_TURN AROUND POINT Landfall Marina Landfall Drive Pensacola, FL 32507
←	20.8	Left onto Gulf Beach Hwy
←	25.0	CAUTION! Turn left onto FL-292 W/Perdido Key Blvd

25.0 miles. +267/-261 feet

Type	Dist	Note
🍴	28.9	REST STOP on RIGHT Perdido Key Visitor Center 15500 Perdido Key Drive Pensacola, FL 32507
↑	32.0	Enter Alabama - Continue onto AL-182 W
→	41.1	Right onto AL-135/State Park Rd
→	41.2	Right into Shelby Lake Park and FINISH!
📍	41.3	End of route

16.3 miles. +135/-137 feet

Fee Waiver Application

Park Gulf State Park
Name of Organization National MS Society
Website Address https://mssociety.donordrive.com/index.cfm?fuseaction=donorDrive.event&eventID=1137

Type of Event Cycling Event

Contact Person Erin Hamilton

Address 2200 Woodcrest Pl Ste 230, Birmingham, AL 35209

Phone Number (812)-593-6205
Email Address erin.hamilton@nmss.org

Is this a non-profit 501c(3) organization? Yes

If not, please explain _____

Date and Time of Event September 17-18, 2022, Set Up time needed on the 16

Type of fee(s) to be waived _____

Number of people involved in fee(s) to be waived _____

A Release and Indemnity Agreement is attached. Please fill out and return to Park Manager or his designated representative before event.

Allow a minimum of two weeks to process a request for all fee waivers. The State Parks Director has to review and approved each request.

Approved _____ **Date** 6-13-22
Gregory M. Lein, State Parks Director

GULF STATE PARK SPECIAL EVENT APPLICATION GUIDELINES

Thank you for considering Gulf State Park to be the location for your event. You have requested the use of the park facilities and/or property without requiring any rental or usage fees. Your request will be considered with the following conditions:

1. All marketing, promotions etc. will have Gulf State Park listed as a sponsor or partner and is the sole responsibility of the event organizer. Gulf State Park may at its discretion share or forward your materials but will not create marketing or be the main promoter for the event.

2. All set up, cleanup, supplies etc. will be the sole responsibility of the event organizer. Please be sure to leave the park in the same or better condition as when the event began.

3. Event organizer will notify Special Events Coordinator in advance should it become necessary to change any plans contained in this application.

4. Event organizer agrees to provide Gulf State Park with a copy of event insurance:

Minimum combined single limit of liability of $1,000,000.00. The policy or policies shall; (1) name the DCNR, its officers, employees, and agents as additional insureds; (2) be issued by an insurance company that is acceptable to the DCNR; (3) provide that the insurances shall not be cancelled, nor shall there by any change to the scope or amount of coverage of the policy unless 15 days' prior written notice shall have been given to DCNR.

The costs to operate our park, day in and day out are paid by our guests' user fees and not "tax money". Most of our guests are not aware of this. We are happy to consider your request and in return we ask that you partner with us to increase the number and frequency of guests enjoying our park. We would like you to recognize Gulf State Park before your group for waiving any fees and ask that your group make an effort to come back and enjoy Gulf State Park as payment customers.

Acceptance of terms:

I acknowledge that I have read and understand the terms of the event application and agree to comply with all park rules and regulations.

X Erin Hamilton

Signature of Event Organizer

ALABAMA STATE PARKS
"NO FEE" USE AGREEMENT FOR PARK FACILITIES

Thank you for considering one of Alabama's State Parks to be the location of your event. You have requested, and we have approved, your use of the park facilities shown below without requiring the usual and customary rental or use fee. In token of this waiver, you and your group agree to the following:

1. All reasonable means will be taken to make your visit here a safe and happy one. We are required to conform to all local and state health, welfare and safety laws. Most of our rules are based on what is required and we expect our guests to abide by them. Please read these Rules & Regulations ("Rules & Regs") carefully before moving into the assigned area. If you have any questions, please ask a Park Manager or Ranger.

2. Consideration and courtesy for others will keep this park a pleasant place. We are glad you chose this as your location and we, as management, will try our best to make it a place you will enjoy. If you have any suggestions for improvement, please bring them to the attention of a Park Manager or Ranger.

3. *The costs to operate our parks, day in and day out, are paid by our guests' admittance and user fees. Most of our guests are not aware of this. And while we are happy to honor your request, we ask that you partner with us to increase the number and frequency of guests enjoying our parks:*

   A. *We would like you to recognize this Park before your group for waiving the fees associated with your event.*
   B. *We ask that you inform your party that users pay for the Park's operation, not "tax money."*
   C. *We ask that your group make an effort to come back and enjoy our Parks as often as you can as paying customers; tell your family and friends; and bring your family and friends! "Partners Pay the Way!"*

ACCEPTANCE BY PARTNER(S)

I acknowledge that I have read and understood the foregoing Rules & Regulations, and by taking possession of the Property assigned to me by Management, I accept and hereby agree to comply with these Rules & Regulations.

This 9 day of June, 20 22

Erin Hamilton
Signature of Partner

National MS Society
Name of Entity/Organization (print)

Printed Name: Erin Hamilton

Mailing Address: 2200 Woodcrest Pl Ste 230

City, State, Zip: Birmingham, AL 35209 Phone: (812)-593-6205

Location: Gulf State Park

Park Manager or Ranger signature: _____

22-0973

OFFICE OF SHERIFF

BALDWIN COUNTY, ALABAMA
SHERIFF HUEY HOSS MACK

320 N. Hoyle Avenue
Bay Minette, Alabama 36507
(251) 937-0210
Fax (251) 580-1687

RECEIVED
JUL 13 2022
BY:

TO: County Commission

FROM: Anthony Lowery, Chief Deputy AEL

DATE: July 6, 2022

SUBJECT: Tour de Beach 2022
September 17, 2022 & September 18, 2022
7:00 AM @ Lake Shelby in Gulf State Park

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
Mandi Scott

AL/BL

APPLICATION FOR PARADE/DEMONSTRATION PERMIT

TO: *Foley Police Department*
200 East Section Street
Foley, Alabama 36535

INSTRUCTIONS: *This application shall be filed not less than ten (10) days before the date on which it is proposed to conduct the parade.*

For Internal Use Only
Date Application Received:

Name of Sponsoring Organization: National MS Society

Applicant: Erin Hamilton

Contact Information
(Include area code with phone and fax numbers)
Event Manager/Person in Charge: Erin Hamilton
(If there is a different person in charge of activities at different locations, each person must be listed.)
Address: 2200 Woodcrest Pl Ste 230, Birmingham, AL 35209

Day Phone: _____ ***Evening Phone:*** _____

Cell Phone: (812)-593-6205 ***Fax:*** _____

Email: erin.hamilton@nmss.org

Purpose of Application for Permit: Use of city sidewalks and streets for bike route

Estimated Number of Participants: 300

DATE OF ACTIVITY
From: September 17, 2022 ***To:*** September 17, 2022
Month/Day/Year *Month/Day/Year*

Starting Time: 7:00 *(am☒ pm☐)* ***Disbanding Time:*** 3:00 *(am☐ pm☒)*

List any Special Equipment (hand carried, shown, displayed, props, stages, sound equipment, and other structures) that will be used in assembly and/or rally areas. *(If insufficient space, list on separate sheet)*
We plan to have riders on the route for the majority of the day on Saturday, but riders may finish before 3:00pm. We are using a few businesses in the Foley area for rest stop areas, but we are coordinating with those businesses separately.

Parade/Demonstration Route/Assembly Area: *(If insufficient space, list on separate sheet)*
See attached route maps and cue sheets.

Number & Type of Vehicles: 8 vans and trucks, Cyclists

Number & Type of Animals: _____

Number & Type of Bands: _____

Number & Type of Banners: _____

Number & Type of Signs: TBD, route signage will be staked into the grass along the route

Number & Type of Special Props: _____

Number of Parade Marshals: _____

***Speed** (If applicable) units of the Parade/Demonstration are to move:*
Minimum: _____ ***Maximum:*** _____

APPLICATION/PERMIT NOT VALID UNLESS SIGNED

Erin Hamilton

Signature of person filing application/permit

Erin Hamilton

Printed name of person filing

CONTACT INFORMATION
(Include area code with phone & fax numbers)

Address: 2200 Woodcrest Pl Ste 230, Birmingham, AL 35209

Day Phone: _____ ***Evening phone:*** _____

Cell Phone: (812)-593-6205 ***Fax:*** _____

Email: erin.hamilton@nmss.org

No person or entity shall engage in, participate in, aid, form, join, incite, continue, organize, or start any Parade/Demonstration unless a Parade/Demonstration Permit has first been obtained from the Police Chief. The Police Chief, if he deems necessary, may require the applicant to designate a certain number of additional people who, along with the Event Manager, shall be responsible for conducting the Parade/Demonstration in an orderly manner in compliance with the Parade/Demonstration in an orderly manner in compliance with the Parade/Demonstration Permit and other laws and regulations.

For Internal Use Only	
Application Approved: Yes	*Application Denied:*
Chief's Signature	
Mayor Affirms Chief's Decision upon Appeal:	
Mayor Affirms Chief's Decision with certain changes, amendments, or additional conditions:	
Mayor reverses Chief's Decision Entirely:	

City of Orange Beach

SPECIAL EVENT PERMIT

USE TYPE: bicycle ride

PERMITTEE: Erin Hamilton/National Multiple Sclerosis Society

PERMIT NUMBER: SE-2022-0917182022

EVENT LOCATION: Canal Rd, Hwy 161, Perdido Beach Blvd, Back Country Trail

EVENT TITLE/DESCRIPTION: Bike MS-Tour De Beach

*In accordance with and subject to the provisions of Ordinance **PENDING** rules and regulations adopted thereunder, and subject further to the terms and conditions set forth in this permit, the permittee described in this permit is hereby authorized to conduct the above referenced activities.*

- *Permittee will follow all posted and unposted traffic laws.*
- *Permittee will clean up rights of way and event site post event.*
- *Permittee will coordinate with OBPD regarding route on roadways.*
- *Permittee will coordinate with City Staff and Gulf State Park Personnel regarding route on Trail.*

ISSUED THIS 10th DAY OF **June 2022**

Angela Bateman Event Operations Director
City of Orange Beach

By signing this permit, the event holder agrees to hold permit only if above conditions are met.

Erin Hamilton 6/10/2022
Signature date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/16/2022

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).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979 ALC	**CONTACT NAME:** ... **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED NATIONAL MULTIPLE SCLEROSIS SOCIETY ALABAMA-LOUISIANA-MISSISSIPPI CHAPTER 2200 WOODCREST PLACE, SUITE 230 BIRMINGHAM, AL 35209	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Federal Insurance Company — [redacted] **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** [redacted] **REVISION NUMBER:** 2

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			[redacted]	12/31/2021	12/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 1,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY [ ]			[redacted]	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible	$ $ $ $ $	1,000,000 1,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE X DED [ ] RETENTION $			[redacted]	12/31/2021	12/31/2022	EACH OCCURRENCE AGGREGATE 	$ $ $	5,000,000 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		[redacted]	12/31/2021	12/31/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baldwin County Commission is added as additional insured excluding workers' compensation and employer's liability policy as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Baldwin County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507

CANCELLATION

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

Marsh USA Inc.

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Baldwin County Commission

Agenda Action Form

File #: 22-1409, **Version:** 1 **Item #:** CA8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Victoria Key, Administrative Support Specialist

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ITEM TITLE
Revision of County Take Home Vehicle List - September 2022

STAFF RECOMMENDATION
Approve the revised County Take Home Vehicle List - September 2022.

The total number of Baldwin County Commission departmental staff driving County owned vehicles home is 207.

BACKGROUND INFORMATION

Background: Staff received a request from Terri Graham, Development Environmental Director, on August 18, 2022 to amend the County Take Home Vehicle List, as follows:

Add employees listed below:

Solid Waste Department
-Jimmy Shiver, Transfer Station Supervisor
-Johnathan Bryars, Assistant Collections Supervisor
-Brian Philyaw, Assistant Collections Supervisor

Reason for the request for above listed employees:
Take home vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly.

By approving the revised list, staff will be able to provide the Clerk / Treasurer with an accurate list of employees for tax purposes.

General Background:
Baldwin County Commission Policy #2.9 provides that, in December of each year, the County Administrator shall present a current list of employees who drive County owned vehicles assigned to

the Baldwin County Commission. The County Administrator has collected data on all vehicles assigned to Department Directors, Elected Officials and Staff. These vehicles are further defined by the number of vehicles driven home (and by whom) for the Baldwin County Commission to review and approve. If changes occur during the year, staff brings the revised list to the Baldwin County Commission to review and approve.

Previous Commission action/date: August 16, 2022 - Last revision to County Take Home Vehicle List.

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: Victoria Key, Administrative Support Specialist - Email approved list to Cian Harrison, Clerk / Treasurer

cc: Administration Staff

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

Additional instructions/notes: N/A

County Take Home Vehicle List - September 2022

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Administration			
2021 Chevrolet Silverado 1500	Ron Cink	22	Required to travel all over the county at any given time.
Animal Shelter			
2011 Ford F-250	Shealyn Flowers	12	On Call Animal Control Officer
2019 Ford F-250	Michael Dorman	12	On Call Animal Control Officer
2019 Ford F-250	Gina Jones	75	On Call Animal Control Officer
Building Department			
2020 Ford F-150	Eddie Harper	40	Building Official is on call 24/7 for emergency purposes. We are required to approve entry into any structures that may be damaged due to storms, fires and accidents at all hours. The Building official also attends after hours meetings with various organizations in all areas of the County, i.e. (Home Builders and Realtor associations). Duties also include being available at 3 offices located in Foley, Fairhope and Bay Minette. Building Official will also serve as back up inspector for all 3 offices as needed.
2017 Ford F-150	Frederick "Freddy" Holman	12	The Building Department is implementing online permit inspection software which can be accessed via any mobile device. Inspectors will be able to view their daily inspection assignments and construction plans from their iPads. Direct from home allows a more timely response to job sites especially since most of our inspectors live in the inspection territories that they are assigned to.
2019 Ford F-150	Murray Authement	20	Same as Above
2017 Ford F-150	Ashley Anderson	54	Same as Above
2007 Ford F-150	Christopher "Jason" Byrd	30	Same as Above
2020 Ford F-150	William "Lee" Angle	40	Same as Above
2020 Ford F-150	Michael "Dalton" Hart	12	Same as Above
2016 Ford F-150	George Fralic	20	Same as Above
2016 Ford F-150	Michael Morris	22	Same as Above
Building Maintenance			
2018 Ford F-150	Junius Long	5	Must respond to after hours call-outs.
EMA			
2015 Chevrolet Tahoe	Zachary Hood	30	Allows a more timely response to schedule events during and after regular business hours, as well as traveling to any location in the County during an emergency.
2011 Ford F-250	Michael Purner	14	Mike functions as Call of Duty Officer one week each month and also is subject to 24/7 call out per job description. It is imperative to reduce the amount of response time to command scene, have the appropriate equipment available and ready, and may require transportation of available resources to pick up in one location of the county for delivery to another location within the county. The objective is to have 3 different county EMA assets staged and ready at various locations within the County when EMA is dispatched.
Any / All EMA Vehicles, as available	Danon Smith	20	For use only when on call

County Take Home Vehicle List - September 2022

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
Highway			
2015 Ford F-150 4x4	Joey Nunnally	24	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.-County vehicle has County Highway Department radio for sometimes critically important communication. Also used for after hour weekend appointments.
2016 Ford F-150 4x4	Frank Lundy	54	Same as Above
2021 Ford F-150 Crew Cab 4x4	Orie King	14	Same as Above
2019 Ford Explorer	Tate Chalfant	24	Same as Above
2018 Ford F-150 Crew Cab 4x4	Randy Black	20	Same as Above
2018 Ford F150 Crew Cab 4x4	Adam Harville	110	Same as Above
2019 Ford F-150 Crew Cab 4x4	Kevin Carroll	46	Same as Above
2018 Ford F-150 Crew Cab 4x4	Pete Peterson	38	Same as Above
2019 Ford F-150 Crew Cab 4x4	Tyler Mitchell	35	Same as Above
2018 Ford F-150 Crew Cab	Dustin Thweatt	15	Same as Above
2020 Ford F-150 Crew Cab 4x4	Forrest Davis	15	Same as Above
2019 Ford F-150 Crew Cab 4x4	Jeromey Parks	13	Same as Above
2018 Ford F-150 Crew Cab 4x4	Jeremy Ringler	32	Same as Above
Parks			
2019 Ford F-150 Crew Cab 4x4	Madison Steele	68	Direct from home allows a more timely response to afterhours call out in a reliable, available County vehicle that can transverse rough terrain as is often necessary, and that has appropriate items needed-subject to call out for a variety of matters, such as employee accident, the weather affecting a road/bridge etc.
Planning			
2015 Ford F-150	Vincent Ramer	40	The Planning and Zoning Department utilized online complaint software which can be accessed via any mobile device. Code enforcement offices will be able to view their daily inspection assignments and relevant zoning details from their iPads. Direct from home allows a more timely response to complaint sites.
Solid Waste			
2017 Chevy Silverado	Jimmy Shiver	18	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Shiver is the supervisor for the Bay Minette Transfer Station and responds to all Transfer Station emergencies and security issues.

County Take Home Vehicle List - September 2022

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2021 Chevy Silverado	Johnathan Bryars	16	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Bryars is the Assistant Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2021 Chevy Silverado	Brian Philyaw	18	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Philyaw is the Assistant Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2016 Ford F-250	JT Qualls	45	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Qualls is a first responder for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2020 Ford F-150	David Deyton	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Deyton is a Landfill Supervisor for Magnolia Landfill emergencies and security issues. He is also responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Charlie Stanford	10	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Stanford is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.
2017 Chevy Silverado	Randall Aaron	25	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tool. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to any maintenance emergency quickly. Mr. Aaron is the Collections Supervisor and responds to all collection emergencies throughout the County and stays for repairs if any garbage truck breaks down.

County Take Home Vehicle List - September 2022

County Commission

Vehicle Description	Employee	Round Trip (Estimated)	Reason for Need to Drive Vehicle Home
2020 Chevy Silverado	Wesley Pate	46	A take home County vehicle allows timely response to afterhours call-out in a reliable available vehicle that can traverse through rough terrain and carries appropriate tools. Call-outs sometimes occur on weekends or holidays and the vehicle makes it possible to get to any maintenance emergency quickly. Mr. Pate is a Landfill Gas Technician for Magnolia Landfill and is responsible for Magnolia Landfill's Methane Gas System that has to be maintained in an operating capacity at all times.
2018 Chevy Silverado	Ed Fox	26	Mr. Fox is the Development & Environmental Assistant Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
2020 Chevy Tahoe	Terri Graham	5	Ms. Graham is the Development & Environmental Director. A take home vehicle allows a timely response to Solid Waste situations that could arise day or night.
Elected Officials			
Department:	**Vehicles Driven Home:**	**Vehicle Description:**	**Employee:**
County Commissioners	3	2015 Ford F-150 4X4	Commissioner Charles Gruber
		2020 Chevy Tahoe	Commissioner Billie Jo Underwood
		2022 Ford F-150 4x4	Commissioner Matt McKenzie
Coroner's Office	2	2015 Ford F-150 4X4	Coroner Brian Pierce
		2010 Ford F-150 4x4	Chief Deputy Coroner Troy Dyess
Probate Office	2	2020 Ford Expedition	Judge Harry D'Olive
		2012 Chevy Tahoe	Dean Mott Chief Clerk
Sheriff's Office	158	See below	
Sheriff			
	137 Sworn Officers		
	4 Jail Personnel		
	6 Jail Support/Maintenance		
	5 Support Personnel		
	2 Investigators		
	4 Administration		
Complete Total Number of Vehicles Driven Home: 207			

Baldwin County Commission

Agenda Action Form

File #: 22-1363, **Version:** 1 **Item #:** CA9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director
Submitted by: Barbara Pate, Commission Executive Assistant

ITEM TITLE
Sale of Surplus Chairs on GovDeals.com by Administration Department

STAFF RECOMMENDATION
Take the following actions:

1) Approve the sale of 14 executive chairs on GovDeals.com through the Clerk/Treasurer; and

2) Authorize funds from the sale of the chairs to be deposited into the General Fund Miscellaneous Revenue account 100.47850; and

3) Increase Administration Budget equaling the sales proceeds to account 10051125.521100 Office Supplies and Equipment.

BACKGROUND INFORMATION

Background: The executive chairs that were used for seating for the Commissioners and staff in the Bay Minette Commission Conference Room are no longer needed as they have been replaced with new chairs.

Previous Commission action/date:

January 4, 2022, BCC Regular Meeting - The Commission approved the sale of 167 side chairs and 8 executive chairs on GovDeals.com by the Administration Department.

FINANCIAL IMPACT

Total cost of recommendation: Incoming Revenue

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

If this is not a budgeted expenditure, does the recommendation create a need for funding?
100.47850 General Fund Miscellaneous Revenue - proceeds from sale of assets to be credited to account 10051125.521100 Office Supplies and Equipment.

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: Amanda Cunningham, Finance/Accounting, and Barbara Pate, Commission Executive Assistant

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Amanda Cunningham will coordinate the sale of the chairs through Govdeals.com.

Barbara Pate will provide documentation to accounting and will coordinate the sale of the chairs.

Additional instructions/notes: N/A





Baldwin County Commission

Agenda Action Form

File #: 22-1356, **Version:** 1 **Item #:** CA10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Interim County Administrator
Submitted by: Keri E. Green, Commission Executive Assistant

ITEM TITLE
Space Allocation in County Facilities - Central Annex in Robertsdale, Alabama

STAFF RECOMMENDATION
Pursuant to the authority granted the Baldwin County Commission at §11-3-11 (a) (1) of the Code of Alabama 1975 and Section 6 of Act No. 239 (1931), as amended, and without limitation, adopt Resolution #2022-160 of the Baldwin County Commission, which designates the rooms to be occupied in the Baldwin County Central Annex Building and further, to authorize the space allocations and offices applicable to the Baldwin County Central Annex Building located at 22251 Palmer Street in Robertsdale, Alabama.

(Resolution #2022-160 repeals Resolution #2022-111, adopted by the Baldwin County Commission on July 5, 2022.)

BACKGROUND INFORMATION

Background: The Baldwin County Legislative Delegation is requesting to occupy an office at the Central Annex facility in Robertsdale, to better serve the public. Commissioner Underwood is in agreement to allocate office space located in the District 3 Commission Office.

According to Alabama General Law and Baldwin County Local Law, as recited in the attached resolution, the Baldwin County Commission has the sole authority to locate the courts and designate office space to be utilized by the various county officers and/or offices at all Baldwin County Commission facilities.

The last space allocation change for the Baldwin County Central Annex Building in Robertsdale was approved by Resolution #2022-111, adopted on July 5, 2022. The proposed Resolution #2022-160 would repeal Resolution #2022-111.

Previous Commission action/date: July 5, 2022 - last space allocation at Central Annex

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 - Update Space Allocations Library and Resolutions Library on BCAP.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
CC:
Ron Cink
Wanda Gautney
Junius Long
Chris Bulman
Christel Watson
Keri Green
Shannon Spivey
Cliff McCollum
Administration Staff

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2022-160
OF THE
BALDWIN COUNTY COMMISSION

EXERCISING THE AUTHORITY PROVIDED IN §11-3-11 (a) (1) OF THE CODE OF ALABAMA 1975, AND SECTION 6 OF ACT NO. 239 (1931), AS AMENDED, TO DIRECT, CONTROL AND MAINTAIN THE PROPERTY OF THE COUNTY, SPECIFICALLY PROPERTY KNOWN AS THE BALDWIN COUNTY CENTRAL ANNEX BUILDING.

WHEREAS, §11-3-11 (a) (1) of the *Code of Alabama 1975* provides, in pertinent part, that the Baldwin County Commission shall have authority to direct, control and maintain the property of the county as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the officers entitled to rooms therein, including the circuit judge if resident in the county, and to change the location of the courts and the designation of the rooms for officers as it may deem best and most expedient, and this shall be done by order of the county commission entered upon the minutes of the county commission at a regular meeting of the county commission; and

WHEREAS, further, Section 6 of Act No. 239 (1931), as amended, provides, in pertinent part, that the Baldwin County Commission shall have the duty, power, jurisdiction, authority and privilege to direct and control the property of Baldwin County, as it may deem expedient according to law, and in this direction and control it has the sole power to locate the courts in the rooms of the courthouse and to designate the rooms to be occupied by the different officers entitled to rooms therein, and to change the location of courts and designation of rooms for officers as it may deem best and most expedient; and this shall be done by order of the Commission entered upon its minutes at a regular term of the Commission.

COMES NOW, this honorable county governing body desiring by this instrument, to update the designation of the rooms to be occupied by the offices located therein pursuant to the floorplan rendering of said Baldwin County Central Annex Building located at 22251 Palmer Street, in Robertsdale Alabama; now therefore

BE IT RESOLVED AND ORDERED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, That, pursuant to the authority granted the Baldwin County Commission in §11-3-11 (a) (1) of the *Code of Alabama 1975* and Section 6 of Act No. 239 (1931), as amended, as referenced herein and without limitation, the Baldwin County Commission hereby, and by this instrument, deems it best and most expedient to designate the rooms to be occupied by the officers in said **Baldwin County Central Annex Building**, as follows:

Baldwin County Central Annex Building
(See **Exhibit A**)

FURTHER, BE IT RESOLVED AND ORDERED, that this instrument, codified as *Resolution #2022-160 of the Baldwin County Commission*, be entered and spread upon the minutes of this September 6, 2022, regular meeting of the Baldwin County Commission.

FURTHER, BE IT RESOLVED AND ORDERED, That *Resolution #2022-111 of the Baldwin County Commission,* is hereby repealed.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 6th day of September, 2022.

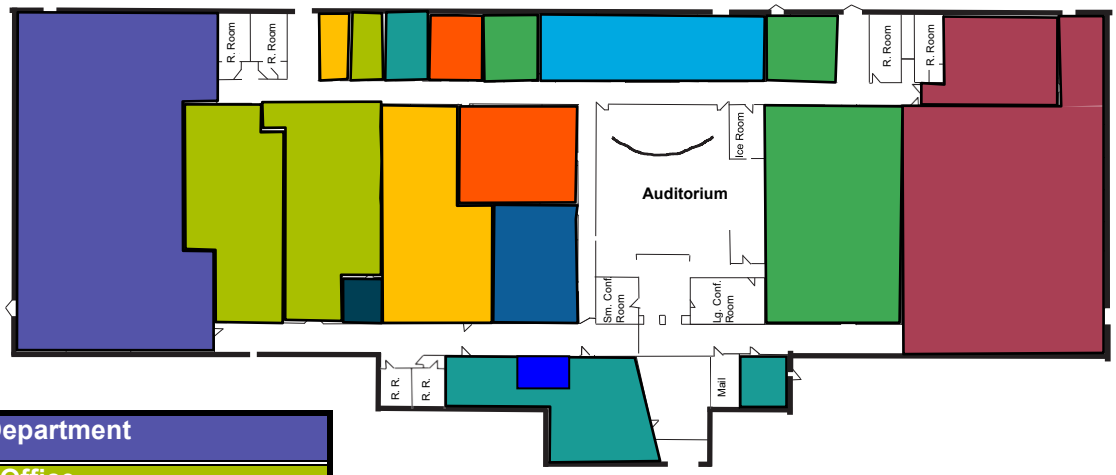
_____
James E. Ball, Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director

EXHIBIT A
to Resolution #2022-160
September 6, 2022
BCC Regular Mtg

Central Annex



- Health Department
- Probate Office
- Revenue Commission
- Personnel Department
- JPO/Drug Education Council
- CIS
- Commission Office/Custodian
- Building Maintenance
- Council on Aging
- Planning & Zoning and Building Inspection Departments
- Legislative Delegation

Baldwin County Commission

Agenda Action Form

File #: 22-1361, **Version:** 1 **Item #:** CB1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: George Majors, Animal Shelter Manager
Submitted by: George Majors, Animal Shelter Manager

ITEM TITLE
Professional Services Agreements with Surgery Center at Safe Harbor for Trap-Neuter-Return (TNR) and Veterinarian Services

STAFF RECOMMENDATION
Take the following actions:

1) Approve and authorize the Chairman to execute the Professional Services Agreement for Trap-Neuter-Return (TNR) Services between the Baldwin County Commission and the Surgery Center at Safe Harbor. This agreement commences September 6, 2022, and continues for a period of one (1) year expiring September 6, 2023, with an automatic renewal for one (1) year expiring September 6, 2024, unless terminated by either party by giving a thirty (30) day written notice of termination; and

2) Approve and authorize the Chairman to execute the Veterinary Services Agreement between the Baldwin County Commission and the Surgery Center at Safe Harbor. This agreement commences September 6, 2022, and continues for a period of two (2) years expiring September 6, 2024, with an automatic renewal for one (1) year expiring September 6, 2025, unless terminated by either party by giving a sixty (60) day written notice of such termination.

BACKGROUND INFORMATION

Background: BCC previously approved and authorized TNR Services Contracts since 2018 and Veterinary Services Contracts since 2017 for the Baldwin County Animal Shelter.

Previous Commission action/date:
01/21/2020 - Last BCC approval of TNR Services Contract

01/21/2020 - Last BCC approval of Veterinary Services Contract

FINANCIAL IMPACT

Total cost of recommendation: TBD

Budget line item(s) to be used: 10955410-5150

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 Shelter staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration staff will have Chairman sign the contracts and provide copies to George Majors, Animal Shelter Manager. Shelter staff will ensure the veterinarian receives a copy of the executed contracts

Additional instructions/notes: N/A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Dean Kinsey ("Veterinarian").

For and in consideration of the premises and the mutual promises and covenants set forth herein, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The effective date and term of this Agreement will begin on 9/6/22 and continue for a period of one (1) year. The agreement shall automatically renew for one additional one (1) year term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Veterinarian shall provide services as outlined in this Agreement for community cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of community cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

3. Veterinarian must notify and receive the approval of the County before performing any Additional Services outside those specifically included in the Baldwin County TNR Program services. If Veterinarian determines that an animal needs services outside the services listed in the Baldwin County TNR Program, the Veterinarian must contact the Baldwin County Animal Shelter Manager to discuss the animal and appropriate action related to said animal. Cost for services outside the scope of the Baldwin County TNR Program for Additional Services are at rates established below.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. Veterinarian shall be paid for services rendered at the following rates:

Baldwin County TNR Program services:

Spay/Neuter, ear tipping, and 1 night of boarding	$68
Rabies Vaccination	$7

Additional Services outside the scope of the Baldwin County TNR Program:

Euthanasia	$1/cc (5cc minimum)

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

7. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

8. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party, with or without cause or for convenience, upon thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Veterinarian.

10. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: _____ _____

Commissioner James E Ball, Chairman

Attest:

_____

Ronald J. Cink, Budget Director

VETERINARIAN

Date: 8/3/22 Surgery Center at Safe Harbor

Clinic Name

Authorized Signature

Print Name/Title: Jeni Knizley, owner

Witness

Print Name: THOMAS L. CONERLY

Witness

Print Name: 8/3/22 Renee Smith

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Jeni Knizley ("Veterinarian").

For and in consideration of the premises and the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

The effective date and term of this Agreement will begin on 9/6/22, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarians' office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Dog Spay*	$70
Cat Spay*	$60
Dog Neuter*	$70
Cat Neuter*	$45
Rabies vaccination	$7

Microchip implantation	$5

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully licensed to practice veterinary medicine in the State of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the State of Alabama. Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian 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 Veterinarian 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 services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: _____

_____
Commissioner James E. Ball, Chairman

Attest:

_____
Ronald J. Cink, Budget Director

VETERINARIAN

Date: 8/3/22

_____

The Surgery Center at Safe Harbor
Clinic Name

Authorized Signature

Print Name/Title: Thomas L. Conerly

Witness Signature

Print Name/Address/Phone Number: Steve Solomon

300 Cahaba St Foley AL 816-820-2638

Witness Signature

Print Name/Address/Phone Number: Renee Smith 251-422-8052

10727 Crescent Point Ln Fairhope AL 36532

Baldwin County Commission

Agenda Action Form

File #: 22-1384, **Version:** 1 **Item #:** CD1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ann Simpson, Director, BRATS
Submitted by: Ann Simpson, Director, BRATS

ITEM TITLE
Amendment of Previous Commission Action Related to Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5307 Urban Transportation Grant Program

STAFF RECOMMENDATION
Take the following actions:

1) Amend the action taken by the Baldwin County Commission during its regularly scheduled meeting on August 2, 2022, related to Agenda Item BD1, specifically to correct the purchase amount of 5307 urban transit vehicles from $4,319.20 to $4,320.00, due to the Alabama Department of Transportation's rounding requirement; and

2) Authorize the Clerk/Treasurer to void check number 253465 issued to ALDOT on August 2, 2022, in the amount of $4,319.20; and

3) Authorize the Clerk/Treasurer to issue a check to ALDOT in the amount of $4,320.00.

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: August 2, 2022: BCC approved the price increase of public transit vehicles for the 5307 Urban Transportation program and a check was processed and mailed to ALDOT for the required local match in the amount of $4,319.20. After receipt of the check on August 9, 2022, ALDOT informed BRATS personnel that the check was being returned and had to be rounded up to the next whole dollar. Please note: ALDOT did not communicate the new rounding requirement until after the check was processed and mailed. BRATS received the original check back from ALDOT and forwarded to BCC Accounting Department to be voided.

FINANCIAL IMPACT

Total cost of recommendation: $0.80

Budget line item(s) to be used: 143.51930.55500

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 Staff and Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
1. Accounting Department to void check number 253465 issued to ALDOT on August 2, 2022, in the amount of $4,319.20.

2. Accounting Department to issue check to ALDOT in the amount of $4,320.00 and provide to Administration Staff to mail with Vehicle Order Summary.

3. Administration Staff to mail Vehicle Order Summary and check made payable to ALDOT in the amount of $4,320.00 to:

Alabama Department of Transportation
Mr. Bradley B. Lindsey, P.E. Local Transportation Bureau Chief
1409 Coliseum Boulevard
Montgomery, Alabama 36110

4. Administration Staff to e-mail copies of letter to:
a. Chandra Middleton, Office of Public Transportation at middletonc@dot.state.al.us
b. Thomas Thomson, ALDOT at thomsont@dot.state.al.us
c. Ann Simpson at ann.simpson@baldwincountyal.gov

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION - BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)
FY2021 5307 VEHICLE ORDER SUMMARY - MY2023 PRICE INCREASE

No.	GRANT	VEHICLE DESCRIPTION	OPTIONS	2023 MODEL TOTAL COST	LOCAL MATCH	LOCAL $
1	5307-Regular	**2023** Ford High Roof Transit Van	Side Lift; 1 Wheelchair Station	$ 84,173.00	20%	$ 16,834.60
			ALDOT Graphics Package (req'd)	$ 2,775.00	20%	$ 555.00
2	5307-Cares	**2023** Ford High Roof Transit Van	Side Lift; 1 Wheelchair Station	$ 84,173.00	0%	$ -
			ALDOT Graphics Package (req'd)	$ 2,775.00	0%	$ -
			TOTAL:	**$ 173,896.00**		**$ 17,389.60**
			CHECK NO. 246786 DATED 2/17/2022:			**$ 13,070.40**
			PRICE INCREASE:			**$ 4,319.20**
			CHECK AMOUNT (rounded):			**$ 4,320.00**

From:	Thomson, Thomas
To:	Ann Simpson; Jeanette Brown
Cc:	Rogers, Kasey O.
Subject:	FW: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311
Date:	Wednesday, August 3, 2022 11:47:57 AM

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

Please be sure to round up on your vehicle checks.

Thanks
Tommy

From: Rogers, Kasey O. <rogersk@dot.state.al.us>
Sent: Wednesday, August 3, 2022 11:43 AM
To: Thomson, Thomas <thomsont@dot.state.al.us>; Rollins, Catrina M <rollinscm@dot.state.al.us>
Subject: RE: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

Tommy,
The agencies should be rounding up when sending checks,

Kasey O. Rogers
State Transit Manager, Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110
Desk: 334-242-6764
Cell: 334-301-1472
E-mail: rogersk@dot.state.al.us

From: Thomson, Thomas <thomsont@dot.state.al.us>
Sent: Wednesday, August 3, 2022 10:22 AM
To: Rogers, Kasey O. <rogersk@dot.state.al.us>; Rollins, Catrina M <rollinscm@dot.state.al.us>
Subject: FW: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

FYI

From: Jeanette Brown <Jeanette.Brown@baldwincountyal.gov>
Sent: Wednesday, August 3, 2022 10:21 AM
To: Middleton, Chandra <middletonc@dot.state.al.us>; Thomson, Thomas

<thomsont@dot.state.al.us>; Ann Simpson <Ann.Simpson@baldwincountyal.gov>; Anu Gary <AGary@baldwincountyal.gov>; Barbara Pate <Barbara.Pate@baldwincountyal.gov>; Carjetta L. Crook <Carjetta.Crook@baldwincountyal.gov>; Jeanette Brown <Jeanette.Brown@baldwincountyal.gov>; Jeannie M. Peerson <Jeannie.Peerson@baldwincountyal.gov>; Keri Green <KEGREEN@baldwincountyal.gov>; Kristen Rawson <Kristen.Rawson@baldwincountyal.gov>; Matt McKenzie <Matt.McKenzie@baldwincountyal.gov>; Michelle Howard <Michelle.Howard@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>; Victoria Key <Victoria.Key@baldwincountyal.gov>
Subject: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

The Baldwin County Commission, during its regularly scheduled meeting held on August 2, 2022, took the following actions:

1) Approve the local match portion of the price increase for four (4) Model Year 2023 Ford High Roof Transit Vans under the 5311 Rural Transportation Grant Program; and

2) Authorize the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of $8,055.20.

The attached correspondence will be placed in tomorrow's mail.

Thank you,

Jeanette Brown
Administrative Support Specialist IV
Baldwin County Commission
Phone: (251) 937-0266 ext. 2266
Fax: (251) 580-2500
Email: Jeanette.Brown@baldwincountyal.gov

BALDWIN COUNTY, ALABAMA

Baldwin County Commission

Agenda Action Form

File #: 22-1378, **Version:** 1 **Item #:** CD2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ann Simpson, Director, BRATS
Submitted by: Ann Simpson, Director, BRATS

ITEM TITLE
Amendment of Previous Commission Action Related to Public Transit Vehicles for Baldwin Regional Area Transit System (BRATS) under 5311 Rural Transportation Grant Program

STAFF RECOMMENDATION
Take the following actions:

1) Amend the action taken by the Baldwin County Commission during its regularly scheduled meeting on August 2, 2022, related to Agenda Item BD2, specifically to correct the purchase amount of 5311 rural transit vehicles from $8,055.20 to $8,056.00, due to the Alabama Department of Transportation's rounding requirement; and

2) Authorize the Clerk/Treasurer to void check number 253466 issued to ALDOT on August 2, 2022, in the amount of $8,055.20; and

3) Authorize the Clerk/Treasurer to issue a check to ALDOT in the amount of $8,056.00.

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: August 2, 2022: BCC approved the price increase of public transit vehicles for the 5311 Rural Transportation program and a check was processed and mailed to ALDOT for the required local match in the amount of $8,055.20. After receipt of the check on August 9, 2022, ALDOT informed BRATS personnel that the check was being returned and had to be rounded up to the next whole dollar. Please note: ALDOT did not communicate the new rounding requirement until after the check was processed and mailed. BRATS received the original check back from ALDOT and forwarded to BCC Accounting Department to be voided.

FINANCIAL IMPACT

Total cost of recommendation: $0.80

Budget line item(s) to be used: 143.51930.55500

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 Staff and Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
1. Accounting Department to void check number 253466 issued to ALDOT on August 2, 2022, in the amount of $8,055.20.

2. Accounting Department to issue check to ALDOT in the amount of $8,056.00 and provide to Administration Staff to mail with Vehicle Order Summary.

3. Administration Staff to mail Vehicle Order Summary and check made payable to ALDOT in the amount of $8,056.00 to:

Alabama Department of Transportation
Mr. Bradley B. Lindsey, P.E. Local Transportation Bureau Chief
1409 Coliseum Boulevard
Montgomery, AL 36110

4. Administration Staff to e-mail copies of letter to:
a. Chandra Middleton, Office of Public Transportation at middletonc@dot.state.al.us
b. Thomas Thomson, ALDOT at thomsont@dot.state.al.us
c. Ann Simpson at ann.simpson@baldwincountyal.gov

Additional instructions/notes: N/A

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BALDWIN COUNTY COMMISSION - BALDWIN REGIONAL AREA TRANSIT SYSTEM (BRATS)
FY2021 5311 VEHICLE ORDER SUMMARY - MY2023 PRICE INCREASE

No.	GRANT	VEHICLE DESCRIPTION	OPTIONS	2023 MODEL TOTAL COST	LOCAL MATCH	LOCAL $
1	5311-Regular	**2023** Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	$ 82,938.00	20%	$ 16,587.60
			ALDOT Graphics Package (req'd)	$ 2,775.00	20%	$ 555.00
2	5311-Regular	**2023** Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	$ 82,938.00	20%	$ 16,587.60
			ALDOT Graphics Package (req'd)	$ 2,775.00	20%	$ 555.00
3	5311-**Cares**	**2023** Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	$ 82,938.00	0%	$ -
			ALDOT Graphics Package (req'd)	$ 2,775.00	0%	$ -
4	5311-**Cares**	**2023** Ford High Roof Transit Van	Side Lift; 2 Wheelchair Stations	$ 82,938.00	0%	$ -
			ALDOT Graphics Package (req'd)	$ 2,775.00	0%	$ -

TOTAL:	**$ 342,852.00**	**$ 34,285.20**
CHECK NO. 246785 DATED 2/17/2022:		**$ (26,230.00)**
PRICE INCREASE:		**$ 8,055.20**
CHECK AMOUNT (rounded):		**$ 8,056.00**

From:	Thomson, Thomas
To:	Ann Simpson; Jeanette Brown
Cc:	Rogers, Kasey O.
Subject:	FW: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311
Date:	Wednesday, August 3, 2022 11:47:57 AM

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

Please be sure to round up on your vehicle checks.

Thanks
Tommy

From: Rogers, Kasey O. <rogersk@dot.state.al.us>
Sent: Wednesday, August 3, 2022 11:43 AM
To: Thomson, Thomas <thomsont@dot.state.al.us>; Rollins, Catrina M <rollinscm@dot.state.al.us>
Subject: RE: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

Tommy,
The agencies should be rounding up when sending checks,

Kasey O. Rogers
State Transit Manager, Local Transportation Bureau
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110
Desk: 334-242-6764
Cell: 334-301-1472
E-mail: rogersk@dot.state.al.us

From: Thomson, Thomas <thomsont@dot.state.al.us>
Sent: Wednesday, August 3, 2022 10:22 AM
To: Rogers, Kasey O. <rogersk@dot.state.al.us>; Rollins, Catrina M <rollinscm@dot.state.al.us>
Subject: FW: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

FYI

From: Jeanette Brown <Jeanette.Brown@baldwincountyal.gov>
Sent: Wednesday, August 3, 2022 10:21 AM
To: Middleton, Chandra <middletonc@dot.state.al.us>; Thomson, Thomas

<thomsont@dot.state.al.us>; Ann Simpson <Ann.Simpson@baldwincountyal.gov>; Anu Gary <AGary@baldwincountyal.gov>; Barbara Pate <Barbara.Pate@baldwincountyal.gov>; Carjetta L. Crook <Carjetta.Crook@baldwincountyal.gov>; Jeanette Brown <Jeanette.Brown@baldwincountyal.gov>; Jeannie M. Peerson <Jeannie.Peerson@baldwincountyal.gov>; Keri Green <KEGREEN@baldwincountyal.gov>; Kristen Rawson <Kristen.Rawson@baldwincountyal.gov>; Matt McKenzie <Matt.McKenzie@baldwincountyal.gov>; Michelle Howard <Michelle.Howard@baldwincountyal.gov>; Ronald Cink <RCink@baldwincountyal.gov>; Victoria Key <Victoria.Key@baldwincountyal.gov>
Subject: August 2, 2022 BCC Mtg-BD2-Price Increase of Public Transit Vehicles-5311

The Baldwin County Commission, during its regularly scheduled meeting held on August 2, 2022, took the following actions:

1) Approve the local match portion of the price increase for four (4) Model Year 2023 Ford High Roof Transit Vans under the 5311 Rural Transportation Grant Program; and

2) Authorize the Clerk/Treasurer to issue a check to the Alabama Department of Transportation in the amount of $8,055.20.

The attached correspondence will be placed in tomorrow's mail.

Thank you,

Jeanette Brown
Administrative Support Specialist IV
Baldwin County Commission
Phone: (251) 937-0266 ext. 2266
Fax: (251) 580-2500
Email: Jeanette.Brown@baldwincountyal.gov

BALDWIN COUNTY, ALABAMA

Baldwin County Commission

Agenda Action Form

File #: 22-1309, **Version:** 1 **Item #:** CD3

Meeting Type: BCC Regular Meeting
Meeting Date: 09/06/2022
Item Status: New
From: Ann Simpson, Director of Transportation
Submitted by: Tiffany Givens, Grants Technician

ITEM TITLE
License Agreement with Cypress Spanish Fort III, LLC for Spanish Fort Transit Hub

STAFF RECOMMENDATION
Approve the License Agreement between the Baldwin County Commission and Cypress Spanish Fort III, LLC for the Spanish Fort Transit Hub at no cost to the County.

The term of the three (3) year agreement shall commence October 1, 2022, and terminate September 30, 2025.

BACKGROUND INFORMATION

Background: 06/01/2021 - Approved the Extension of the License Agreement between with Cypress Spanish Fort III, LLC for the Spanish Fort Transit Hub at no cost to the County. (The term of the extension agreement commenced on July 1, 2021 and terminated on June 30, 2022.)

Previous Commission action/date: 06/01/2021

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?
Yes

Reviewed/approved by: Pending legal review by County Attorney, Brad Hicks, as of August 24,

2022

Additional comments: This document is similar to previously approved by the County Attorney except for changes to dates.

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 prepare correspondence

Action required (list contact persons/addresses if documents are to be mailed or emailed): Mail correspondence and agreement for execution to:

Mr. Darrell Gage
Cypress Spanish Fort III, LLC
8144 Walnut Hill Lane, Suite 1200
Dallas, Texas 75231

Additional instructions/notes: N/A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into as of this 1st day of October 2022, (the "Effective Date") between **Cypress Spanish Fort III, LLC,** a Delaware limited liability company (hereinafter referred to as "Licensor"), and **the Baldwin County Commission, acting by and through the Baldwin Regional Area Transit System (BRATS),** (hereinafter referred to as "Licensee").

1. **LICENSE.** In consideration of the License Fees, terms, provisions, conditions, and covenants of this Agreement, Licensor hereby grants a revocable License to Licensee to operate with on those certain premises, containing approximately **32** parking spaces, situated in Spanish Fort Town Center (the "Shopping Center"), located at **30000 Town Centre Ave., Spanish Fort, Alabama 36527,** as such premises is shown on the sketch attached hereto as Exhibit A and hereby made a part hereof by reference, or such substitute premises as Licensor may designate pursuant to paragraph 10 below from time to time (such designated space, together with substitutions thereof, the "Premises").

2. **TERM.** Subject to and upon the conditions set forth below, the License granted by this Agreement shall commence on **October 1, 2022** (the "Commencement Date") and shall terminate at midnight on **September 30, 2025** (the "Expiration Date"), unless sooner terminated or extended as may be hereinafter provided (the "Term"). Notwithstanding the foregoing, Licensor or Licensee shall have the right, at any time, to terminate this Agreement upon **thirty** (30) days' prior written notice to the other party for any reason or no reason. Upon the expiration or earlier termination of this Agreement, Licensee shall quit and surrender to Licensor the Premises in the same condition as delivered to the Licensee by Licensor, ordinary wear and tear expected. If Licensee remains in possession of the Premises after the expiration or earlier termination of the Term, Licensee shall be liable for a fifty dollar ($50.00) Base License Fee on a daily basis, payable on or before the first (1st) day of each calendar month, as well as any cost, loss, or damage sustained by Licensor arising from or relating to Licensee's failure to vacate the Premises as and when required hereunder.

3. **RENEWAL.** Licensee shall notify Licensor in writing at least 30 days prior to expiration of Term to provide notice with regard to renewal. If Licensee seeks to renew the Agreement, such Term will be an additional three (3) year period. Licensor is not obligated to renew Term at request of Licensee but will provide a response in a timely manner. Termination rights provided in paragraph (2) above survive during renewal terms. Multiple renewal terms are permitted.

4. **PERMITTED USE.** Licensee shall use the Premises only for the non-exclusive, lawful purpose of **weekday parking for customers of Baldwin Regional Area Transit System** (the "Permitted Use") and for no other primary, ancillary, or incidental purpose whatsoever. Licensee shall carry on no other business on said Premises without the prior written consent of Licensor, which Licensor may withhold in its sole and absolute discretion. Licensee's business in the Premises shall be conducted only under the trade name **Baldwin Regional Area Transit System** (the "Permitted Tradename"). Licensee covenant, warrants, and represents to Licensor that (a) the Premises shall be used only for the Permitted Use and operated under the Permitted Tradename at all times during the Term, and for no other purpose, and (b) all applicable and necessary Licenses, permits, and registrations including, without limitation, all sales, use, and any other federal, state, county, or local tax permits required with respect to the Permitted Use have been obtained and shall remain in full force and effect throughout the Term. Notwithstanding anything contained in paragraph 20(b) below, any violation by Licensee of the terms and conditions of this paragraph 3 may result in the immediate termination of this Agreement and revocation of the License granted herein.

5. **LICENSE FEES.** Licensee shall not be obligated to pay a license fee for use of the Premises.

6. **SIGNS.** Licensee agrees that no sign of any type or description shall be erected, placed, or installed in or about the Premises or the Shopping Center except those signs submitted to Licensor in writing and approved in advance by Licensor in writing, and which signs are in conformance with Licensor's sign criteria. Licensee shall, at Licensee's sole cost and expense, fabricate, install, and maintain any such approved signage during the Term, and remove all signs installed by Licensee at the end of the term. The installation and removal of signs by Licensee shall be in such manner as to avoid injury, defacement, or damage to the Premises and the Shopping Center or any part hereof, and Licensee shall be liable and obligated to promptly repair any injury, defacement, or damage caused by it. Licensee's obligation under this paragraph 6 shall survive the expiration or earlier termination of the Term.

7. **LICENSOR'S SERVICE.** Licensor shall maintain all public common areas of the Shopping Center in the manner and to the extent deemed by Licensor to be standard. Licensor may, in its sole discretion, but shall not be obligated to, provide additional services not enumerated herein. Failure by Licensor to furnish any services defined in this paragraph, or any other services not enumerated, or any cessation thereof, shall not render Licensor liable to Licensee in any respect for damages to either person or property, be construed as a termination of the License created by this Agreement, work as an abatement of any License Fee due hereunder, or relieve Licensee from fulfillment of any covenant, condition, or obligation in this Agreement. Should any of the equipment or machinery located within the Premises cease to function properly during the Term, Licensor shall use reasonable diligence to repair the same promptly so long as the need for such repair was not caused by the act or omission of Licensee, its agents, representatives, contractors, or employees. In no event shall Licensee have any claim for any abatement or rebate of any License Fee or any portion thereof otherwise due under this Agreement on account of any interruption in service occasioned from the repairs. Licensor reserves the right from time to time to make changes in the delivery of utilities and services to Premises.

8. **REPAIRS AND MAINTENANCE**

   a. **Licensor's Repairs.** Licensor shall not be required to make any improvements, replacements, or repairs of any kind or character to the Premises, the Shopping Center, or any portion thereof during the Term, except which repairs as may be necessary solely because of the gross negligence of Licensor, which repairs shall be made by Licensor at its expense following Licensor's receipt of written notice by Licensee, accompanied by reasonable evidence of the reasonable need for such repair, Licensor shall not be liable to Licensee for any damage or inconvenience, and Licensee shall not be entitled to any abatement or reduction of any License Fee or any portion thereof otherwise due under this Agreement on account of any repairs, improvements, replacements, alterations, and/or additions made by Licensor to the Shopping Center, or any portion thereof, at any time during the Term.

   b. **Licensee's Repairs.** Licensee shall further, at its sole cost and expense, repair or restore any damage or injury to all or any part of the Shopping Center (or portion thereof, including, without limitation the Premises) caused by Licensee or Licensee's agents, representatives, employees, invitees, Licensee, visitors, and/or contractors, including but not limited to, any repairs, restoration, and/or replacements necessitated by (i) the construction or installation of improvements to the Premises by or on behalf of Licensee, and (ii) the installation, use, or operation of Licensee's equipment, signage, or other personalty; provided, however, if Licensee

fails to make the repairs, restorations, o replacements promptly, Licensor may, at its option, make the repairs, restoration, or replacements on Licensee's behalf, and the cost thereof shall be charged to and payable by Licensee immediately following demand.

c. **Condition at End of Term.** Licensee shall not cause any damages to occur to any portion of the Premises or the Shopping Center. The cost and expense of any repairs necessary to restore the condition of the Premises (ordinary wear and tear expected) and/or the Shopping Center due to the acts or omissions of Licensee shall be borne by Licensee, and if Licensor undertakes at its option to so restore the Premises and/or the Shopping Center, Licensee shall reimburse Licensor immediately upon demand for the costs and expenses of such restoration. Licensee's obligation under the entirety of this paragraph 8 (including all subparagraphs) shall survive the expiration or earlier termination of the Term.

d. **Requests for Repairs.** All requests for repair or maintenance that are the responsibility of Licensor pursuant to any provision of this Agreement must be made in writing to Licensor at the address set forth in subparagraph 28(b) below. Licensee shall notify Licensor promptly of any defect in or damage to the Premises of which Licensee may be or become aware, whether caused by the negligence of Licensee or any other person, by any casualty or hazard, or by any other cause whatsoever.

9. **ALTERATIONS AND IMPROVEMENTS.** Licensee shall not make or allow to be made any alteration or physical additions in or to the Premises, whether interior or exterior, without first obtaining the written consent of Licensor, which consent may in the sole and absolute discretion of Licensor be denied or conditioned. Any approved alterations, physical additions, or improvements to the Premises made by Licensee shall be made at Licensee's sole cost and expense but shall at once following completion become the property of Licensor and shall be surrendered to Licensor at the end of the Term; provided, however, Licensor, at its option, may require Licensee to remove any physical additions and/or repair any alterations in order to restore the Premises to the condition existing at the Commencement Date, all costs of removal and/or alterations to be borne by Licensee. Any items of Licensee's property remaining in the Premises following the Term shall be deemed to have been abandoned and may be retained by Licensor at its own property or disposed of by Licensor at Licensee's expense, and Licensee hereby knowingly and voluntarily waives any right to claim or assert otherwise.

10. **RELOCATION.** In the event Licensor determines to utilize the Premises for other purposes during the Term, Licensee agrees to relocate to other space in the Shopping Center, provided such other space is of approximately the same size as the Premises. Licensor shall designate such other space by at least five (5) days' notice to Licensee stating the effective date of such relocation. Licensee shall vacate and surrender possession of the Premises on or before such effective date. Licensor shall pay all actual and reasonable out-of-pocket expenses of Licensee of effecting any such relocation. IN the event of such relocation, this Agreement shall continue in full force and effect without any change in the terms or other conditions, except that the new location and square footage shall be substituted in paragraph 1 of this Agreement.

11. **ACCESS OF LICENSOR.** Licensor shall have access to the Premises at all reasonable times during Licensee's normal business hours and upon not less than 24 hours prior notice (except in the event of emergency), to enable Licensor to (a) examine the same and to make such repairs, additions, and alteration as Licensor may be required or permitted to make hereunder; (b) show the Premises to prospective tenants, mortgagees, and purchasers; and (c) confirm Licensee's compliance with this Agreement.

12. **COMPLIANCE WITH LAWS, RULES, and REGULATIONS.** Licensee, at Licensee's sole cost and expense, shall comply with all laws, ordinances, orders, rules, and regulations of state, federal, county, municipal, or other agencies or bodies having jurisdiction relating to the use and condition of the Premises and/or operation with the Shopping Center. Licensee will comply with such rules and regulations as Licensor may impose from time to time.

13. **CONDEMNDATION.** If, during the Term, all or any part of the Premises or Shopping Center are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase or exchange in lieu thereof, then Licensor may, at its option, terminate the License created by this agreement.

14. **FIRE AND CASUALTY.** If the Premises or Shopping Center should be partially or totally destroyed or damaged by fire or other casualty, then Licensor may, at its option, terminate the License created by this agreement.

15. **INSURANCE.**

    a. **Licensor's Insurance.** Licensor may maintain a policy or policies of insurance insuring Licensor against loss with respect to the Shopping Center and/or the public common areas thereof, covering such risks and in such amounts as Licensor may deem appropriate. Licensee shall not permit the Premises to be used in any way which would, in the opinion of Licensor, be extra hazardous on account of fire or other hazard or casualty or which would otherwise in any way increase the premiums for or render void any insurance relating to the Shopping Center or the contents or any portion thereof or any liability of Licensor. If Licensee's use of the Premises causes any increase in any insurance premiums paid by licensor, the Licensee shall pay to Licensor upon demand the amount of such increase. Licensor shall not be obligated in any way or manner to insure and personal property (including but not limited to any furniture, machinery, equipment, goods, or supplies) of Licensee or which Licensee may have upon or within the Premises or any fixtures installed by or paid for by Licensee upon or within the Premises or any additional improvements which Licensee may construct on the Premises. Licensee's obligation to pay any increased premium under this subparagraph 15(a) shall survive early termination of the Term by Licensee, but not Licensor.

    b. **Licensee's Insurance.** Licensee, at its sole cost and expense, shall maintain at all times during the Term, (i) public liability insurance with respect to the Premises and the conduct or operation of Licensee's business therein and activities within the Shopping Center, naming Licensor, and lender of Licensor, and any third-party property manager of Licensor as additional insureds, with limits of not less than $1,000,000.00 for death or bodily injury to any one or more persons in a single occurrence and $1,000,000.00 for property damage, (ii) a policy or policies of insurance with the premiums paid in advance, issued by and binding upon a reputable, solvent insurance company or self-insurance fund, insuring all personal property of Licensee upon or within the Premises, and (iii) such workers' compensation insurance so as to comply with the laws and regulations of the state in which the Premises is located. Licensee shall deliver certificates of all such insurance to Licensor on or before the Commencement Date, and thereafter from time to time upon request.

16. **WAIVER OF SUBROGATION.** Anything in this Agreement to the contrary notwithstanding, Licensor and Licensee hereby waive and release each other of and from any and all rights of recovery, claim, action, or

cause of action against each other, their agents, officers, and employees, for any loss or damage that may occur to the Premises, the Shopping Center, any improvements thereto or any of the contents thereof, regardless of cause or origin, including but not limited to negligence of Licensor or Licensee or its respective agents, officers, and employees. Each party to this Agreement agrees immediately to give to each insurance company which has issued to its policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this paragraph, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waivers contained in this paragraph.

17. **HOLD HARMLESS.** Licensee agrees to indemnify and hold harmless Licensor, its officers, directors, shareholders, investors, employees, agents, contractors, and representatives of and from any and all loss, attorneys' fees, expenses, damages, claims, or causes of actions arising out of any act or omission of Licensee, which may include, but is not limited to Licensee liability caused by, arising from, or relating to any breach by Licensee hereunder.

    Nothing contained in this Agreement shall be deemed or construed as a waiver of the immunity, defense or limitation of liability of the Licensee under any state or federal laws, rules or regulations. Licensee expressly reserves the right to assert any defense based on such immunity or limitation of liability in any action related to or pursuant to this Agreement.

18. **ASSIGNMENT.**

    a. **By Licensor.** Licensor shall have the right to transfer and assign, in whole or in part, all or any part of its right, title, and interest in and to this Agreement, the Premises, and/or the Shopping Center. Following such an assignment, the original Licensor shall have no further liability, obligation, or duty to Licensee hereunder, and Licensee shall thereafter look solely and exclusively to such successor or assignee for performance of the obligation of the Licensor hereunder.

    b. **By Licensee.** Licensee shall not assign, in whole or in part, this Agreement, or allow it to be assigned, in whole or in part, by operation of law or otherwise (including without limitation by transfer of a majority of interests in a partnership or a majority interest of stock, merger, or dissolution, which transfer of majority interest, or dissolution shall be deemed an assignment).

19. **EVENTS OF DEFAULT.** Each of the following shall be deemed to be an event of default by Licensee under this Agreement (an "Event of Default"):

    a. Licensee shall fail to pay when due any installment, or portion thereof, of the Base License Fee, Percentage License Fee, any additional License Fee, and/or any other amount required pursuant to this Agreement;

    b. Licensee shall fail to comply with any term, provision, or covenant of this Agreement, other than as described in subparagraph 19(a) above and subparagraph 19(d) below, and such failure is not cured within five (5) days after Licensee's receipt of written notice from Licensor;

    c. Licensee shall file a petition for relief or be adjudged bankruptcy or insolvent under any state or federal law or statute; or receiver or trustee shall be appointed for all or substantially all of the assets of Licensee; or Licensee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or

d. Licensee shall do or permit to be done any act which results in a lien of any sort being filed against the Premises, the Shopping Center, or any portion thereof.

20. **REMEDIES FOR LICENSEE'S DEFAULT.** Upon the occurrence of any Event of Default, Licensor may as its option pursue any one, some, or all of the following remedies, and any and all other rights or remedies available to Licensor by law, in equity, or otherwise, without any notice or demand other than as may be required, if at all, under subparagraph 19(b) above, and with full reservation of all cumulative rights and remedies:

    a. commence proceedings against Licensee for all amounts owed by Licensee to Licensor, whether as Base License Fee, Percentage License Fee, any additional License Fee or other amounts due hereunder, damages, and/or otherwise;

    b. terminate the License created by this Agreement, in which event Licensee shall vacate the Premises and remove all equipment and other personalty therefrom on or before the date set forth in Licensor's termination notice (which may, but shall not be required to, specify an immediate date), and pay on demand the amount of all costs, losses, and damages which Licensor has suffered or may suffer by reason of the Event of Default and/or termination of the License including, without limitation, attorneys' Fees and expenses;

    c. re-enter and take possession of the Premises, peaceably or by force, with or without terminating this Agreement, and remove any property therein, without any liability to Licensee for any of the foregoing, and without obligation to secure or store such property;

    d. cure such Event of Default for, on behalf, and/or on account of Licensee, whereupon Licensee shall be liable to reimburse immediately all amounts demanded by Licensor on account of Licensor's cure or attempted cure of such Evet of Default; and

    e. exercise any other right or remedy, available in law or in equity.

21. **WAIVER OF DEFAULT OR REMEDY.** Failure of Licensor to declare an Event of Default immediately upon its occurrence, or delay in taking any action or exercising any remedy in connection with an Event of Default, shall not constitute a waiver of the Event of Default, and Licensor shall have the right to declare the Event of Default at any time and take such action as is authorized by law or under this Agreement. In this regard, Licensee knowingly and voluntarily waives any right to claim or raise as an affirmative defense, or otherwise, any doctrine of waiver, laches, or estoppel. Acceptance by Licensor of any License Fee or other amount after is has come due, or acceptance of less than the full amount due, shall not constitute or be construed as a waiver of any Licensor's rights and remedies hereunder, nor excuse any delay or partial payment upon subsequent occasions, nor act as accord and satisfaction. Pursuit of any one of more of the remedies set forth in paragraph 20 above shall not preclude pursuit of any one or more of the other remedies provided in said paragraph or elsewhere in this Agreement or as provided by law or at equity, nor shall pursuit of any remedy constitute forfeiture or waiver of any License Fee, damages, or other amount accruing to Licensor by reason of the violation of any of the terms, provision, or covenants of this Agreement or otherwise arising under this Agreement. Failure by Licensor to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of the Event of Default or of any other violation or breach of any of the terms, provisions, and covenants contained in this Agreement.

22. **HAZARDOUS MATERIALS.** Licensee agrees not to introduce, bring, maintain, keep, store, dispose, discharge, discard, release, or permit the maintenance or storage of any dangerous, flammable, or hazardous material on the Premises and/or within the Shopping Center (other than reasonable and customary amounts as permitted under existing fire and safety rules and regulations), and further agrees to comply with all fire and safety rules and regulations and all environmental laws.

23. **ACTS OF GOD.** Neither Licensor nor Licensee shall be required to perform any covenant or obligation in this Agreement, or be liable in damages to the other party, so long as the performance or nonperformance of the covenant or obligation is delayed, caused by, or prevented by an act of God or other reasonable instances of force majeure. Such instance of force majeure shall not extend beyond a ninety (90) day period.

24. **ATTORNEYS' FEES.** In the event Licensee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Agreement and Licensor engages an attorney to enforce all or any part of this Agreement, collect any License Fee or other amounts due, and/or institute legal or equitable proceeding against Licensee, Licensee agrees to pay Licensor's reasonable attorneys' fees and expenses for the services of such attorney, if the Licensor is the prevailing party in litigation.

25. **ESTOPPEL CERTICATES.** Licensee agrees to furnish from time to time, within twenty (20) business days after request of Licensor, or any holder of any mortgage or deed to secure debt covering the Shopping Center or any portion thereof, a certified statement, to the best of Licensee's knowledge and without qualification or condition, as to such matters as Licensor or such holder shall reasonably request.

26. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective heirs, representatives, successors, and assigns. It is hereby covenanted and agreed that should Licensor's interest in the Premises cease to exist for any reason during the Term, then notwithstanding the happening of such event this Agreement nevertheless shall remain unimpaired and in full force and effect and Licensee hereby agrees to be bound and obligated hereunder to the then owner of the Premises at its licensor.

27. **MISCELLANEOUS.** Time is of the essence of each and every obligation of Licensee under this Agreement. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scop or intent of any provision hereof. If any provision of this Agreement shall ever be held to be invalid or unenforceable in any circumstance or as to any person, such invalidity or unenforceability shall not affect such provision in any other circumstance or as to any other person or any other provision of this Agreement.

28. **NOTICE.**
    a. **Payments to Licensor.** All License Fees and other payments required to be made by Licensee shall be payable to Licensor via cashier's check, money order or business checks (made payable to Cypress Spanish Fort III, LLC) at the address set forth below, or at any other address as Licensor may specify from time to time by written notice:

ADDRESS FOR PAYMENTS BY BUSINESS CHECK:

(a) <u>USPS Mail</u>:
Cypress Spanish Fort III, LLC
P.O. Box 74017
Cleveland, OH 44194

(b) Overnight Address (ONLY):
Cypress Spanish Fort III, LLC
8434 Douglas Ave. Suite 200
Dallas, TX 57225

b. **Written Notice.** Any notice, demand, or document required or permitted to be delivered by this Agreement shall be in writing and shall be deemed to be given when delivered or refused if deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, or deposited with a reputable overnight courier, addressed to the parties at the respective addresses set out below:

Licensor:
Cypress Spanish Fort III, LLC
8343 Douglas Ave
Suite 200
Dallas, TX 75225

Licensee:
Baldwin County Commission
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

The name and contact information of Licensor's property management contact for the Shopping Center, strictly for the purposes of emergency situations and/or repair notices is as follows:

Phone: 214-669-0716 or 214-561-8841
Email: Darrell.gage@cypressequities.com

Licensor shall advise Licensee of a change in any of the names and addresses of its property management contact within thirty (30) days after such change either by notice hereunder or by posting a notice of such change in a conspicuous place at the Shopping Center.

29. **NO BROKER CLAIMS.** Licensee hereby warrants and represents to Licensor that Licensee has not dealt with any broker, agent, or finder in connection with this Agreement, and Licensee covenants and agrees to indemnify and hold Licensor harmless from and against any and all loss, liability, damage, claim, judgment, cost, or expense (including but not limited to attorneys' Fees and expenses and court costs) that may be incurred or suffered by Licensor because of any claim for any Fee, commission, or similar compensation with respect to this Agreement, made by any broker, agent, or finder claiming to have dealt with Licensee, whether or not such claim is meritorious.

30. **ENTIRE AGREEMENT AND LIMITATION OF WARRANTIES.** IT IS EXPRESSLY ACKNOWLEDGED AND AGREED BY LICENSEE, BY EXECUTION HEREOF, AND AS MATERIAL CONSIDERATION FOR THE EXECUTION OF THIS AGREEMENT BY LICENSOR THAT THIS AGREEMENT IS THE ENTIRE AGREEMENT OF THE PARTIES, AND THAT THERE ARE, AND WERE, NO ORAL REPRESENTATIONS, WARRANTIES, UNDERSTANDINGS, STIPULATIONS, AGREEMENTS, AND/OR PROMISES PERTAINING TO THIS AGREEMENT NOT INCORPORATED IN WRITING IN THIS AGREEMENT. LICENSOR AND LICENSEE EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER KIND OR TYPE OF WARRANTY ARISING OUT OF THIS AGREEMENT OR RELATING THE PREMISES, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, IF ANY. IT IS LIKEWISE AGREED THAT THIS AGREEMENT MAY NOT BE ALTERED, WAIVED, AMENDED, OR EXTENDED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY BOTH LICENSOR AND LICENSEE.

31. **NO ESTATE IN LAND.** It is expressly understood, agreed, and accepted that Licensee is herein granted only a License to use and occupy the Premises as permitted hereunder, and Licensor has not granted to Licensee a leasehold or other estate in land or any other possessory interest in the Premises. The revocable License granted hereunder is not assignable expect with Licensor's prior written consent, which Licensor may withhold in its sole and absolute discretion.

32. **AUTHORITY.** Licensee represents and warrants that it has full right, power, and authority to enter into this Agreement, and that each person signing on behalf of Licensee is authorized to do so and by such act of signing Licensee becomes legally bound. This paragraph shall survive any expiration or early termination of this Agreement.

33. **LICENSOR LIABILITY.** Licensor's liability hereunder, if any, shall be satisfied only out of Licensor's proceeds of sale of the right, title, and interest of Licensor in the Premises, subject to the rights of any lender, and neither Licensor nor any person or entity comprising Licensor, nor any officer, director, shareholder, investor, member, partner, or employees of Licensor, shall be liable, personally or otherwise, hereunder. In no event shall Licensee have the right to levy execution against any property of Licensor nor any person or entity comprising Licensor for any default of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be duly executed as of the date set forth below each signature, the latter of which shall because the date and year first above written as the Effective Date.

LICENSOR:

Cypress Spanish Fort III, LLC

By: _____

Name: _____

Its: _____

Date: _____

LICENSEE:

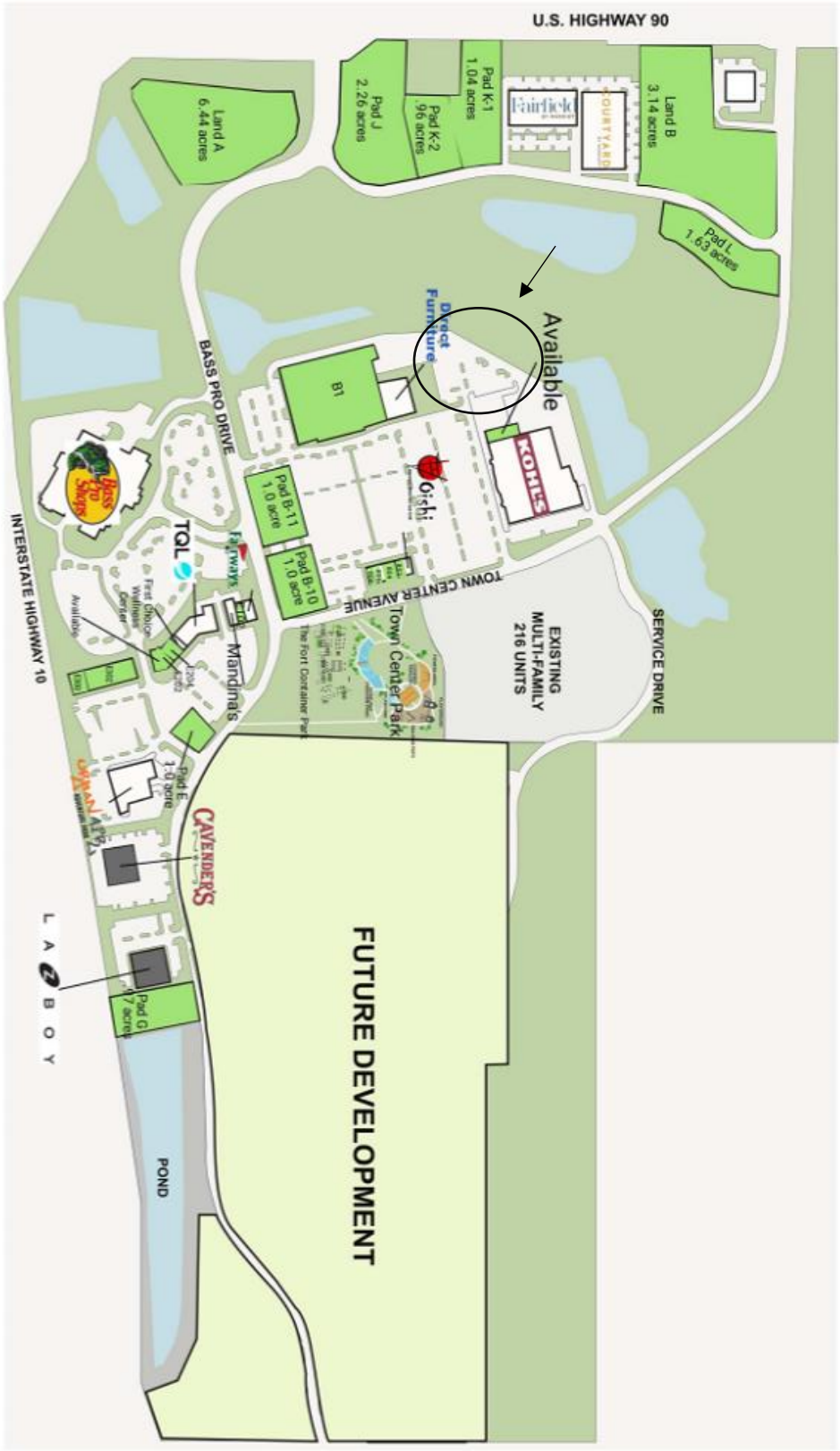
Baldwin County Commission

By: _____

Name: _____

Its: _____

Date: _____


U.S. HIGHWAY 90
Land A
6.44 acres
Pad J
2.26 acres
Pad K-2
.96 acres
Pad K-1
1.04 acres
Land B
3.14 acres
Pad L
1.63 acres
Direct Furniture
Available
B1
KOHL'S
Pad B-11
1.0 acre
Pad B-10
1.0 acre
TOWN CENTER AVENUE
Town Center Park
EXISTING
MULTI-FAMILY
216 UNITS
SERVICE DRIVE
BASS PRO DRIVE
INTERSTATE HIGHWAY 10
TQL
Mandina's
Pad E
1.0 acre
CAVENDER'S
FUTURE DEVELOPMENT
POND
LA BOY

Baldwin County Commission

Agenda Action Form

File #: 22-1379, **Version:** 1 **Item #:** CD4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ann Simpson, Director, BRATS
Submitted by: Ann Simpson, Director, BRATS

ITEM TITLE
Request for Baldwin Regional Area Transit System Service from Daphne Senior Center to Foley Train Museum

STAFF RECOMMENDATION
Approve the request from Daphne Senior Center to utilize one (1) Baldwin Regional Area Transit System (BRATS) bus for transporting approximately 15 senior citizens from the Daphne Senior Center to the Foley Train Museum on Thursday, September 8, 2022, at an estimated cost of $273.32 to be paid by the City of Daphne, Alabama.

BACKGROUND INFORMATION

Background: Jane Ellis with the Daphne Senior Center contacted BRATS on Tuesday, August 9, 2022, to request transportation for senior citizens from the Daphne Senior Center to the Foley Train Museum. The estimated cost of $273.32 will be paid by the City of Daphne. This service is permitted under the Federal charter regulations as it benefits a human service organization for the elderly. BRATS has reviewed its staffing levels and is able to accommodate the request.

Previous Commission action/date: 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: Requested Trip Date is September 8, 2022

Individual(s) responsible for follow up: BRATS Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): BRATS staff will coordinate transportation with Daphne Senior Center and will invoice for transit services.

Additional instructions/notes: N/A

REQUEST FOR BRATS TRANSIT SERVICE

Name of Organization: City of Daphne Date of Request: 8/11/22

Contact Person: Jane Ellis Email Address: jellis@daphneal.com

Phone Number: 251-620-2401

Billing Address: P.O. Box 400, Daphne, AL. 36526

Do you currently have an approved account with Baldwin Regional Area Transit System? Yes ✓ No

POTENTIAL EXEMPTIONS OR EXCEPTIONS

EXEMPTION: Rural Program Purpose

Is the origin of the proposed trip outside the MPO Urbanized Area (see attached map)? ☐ Yes ☐ No

Will the proposed transportation be for a human service organization or for elderly, disabled, or low income passengers. ☐ Yes ☐ No

EXCEPTION 1: Service for Qualified Human Service Organizations (QHSO)

Is the requested service for individuals in one of the following three categories (check all that apply)?

☐ Those with mobility limitations due to advance age ☐ Those with disabilities ☐ Those with low income

Does one of the following apply to your entity (check all that apply)?

☐ Receives funding from federal program listed in attachment ☐ Is a registered QHSO on the FTA charter website

EXCEPTION 2: Service for Government Officials on Official Government Business

Will the proposed trip occur within BRATS service area (currently all of Baldwin County)? ☐ Yes ☐ No

Will the proposed involve official government business? ☐ Yes ☐ No

Will at least one elected or appointed official be on each provided trip? ☐ Yes ☐ No

EXCEPTION 3: Service When Private Charter Service Not Available

Would you like BRATS to initiate exceptions by issuing a notice to determine whether any registered charter providers are interested in providing your entity with charter service? ☐ Yes ☐ No

NOTE: if you mark "yes" above, BRATS will issue the required notice to registered charter service providers within Baldwin County. If any provider responds with interest in providing the service, Baldwin County cannot provide your entity with the requested service.

EVENT INFORMATION

Name of Event: Daphne Senior Trip Date of Event: 9/8/22

Contact Person at Event: Jane Ellis Cell Phone Number: 251-401-6141

Number of Vehicles Needed: 1 Number of Passengers: 12-15

Number of Wheelchairs: not sure yet Number of Lift Assist Passengers: _____

Time to Begin Event: 9:00 AM Time Event Will End: 12:00

Pick Up Location & Physical Address:
Daphne Senior Center 2605 U.S. Hwy 98
Daphne, AL 36526

Destination Location and Physical Address:
Foley Train Museum
125 E. Laurel Avenue
Foley, AL 36535

A timed itinerary with address details must be supplied for multiple stops.

We acknowledge there will be additional charges for excessive cleanup or damage to the vehicle caused by passengers. We understand charges will include pre and post safety inspections of vehicle and travel times to and from event. We will not hold BRATS responsible for breakdowns, accidents, bad road conditions, inclement weather, and other conditions beyond its control.

Signed: _____ **For:** _____

(Authorized Signature) **(Company Name)**

Trip Scheduled: _____/_____ Approved Cost: _____

(scheduler signature) (date)

Event Pricing Matrix
8/12/2022

Name of Event	Daphne Senior Trip to Train Museum
Date of Event	Thursday, Sept. 8, 2022

Date	Start Time of Service	End Time of Service	Event in Hours	Event Time in minutes	Pre Trip	Post Trip	Google Travel Time AM From Garage	Google Travel Time PM To Garage	# AM Stops	# PM Stops	Standard Time Allotment for each Stop	Total Time Allotment for All Stops	Additional Time	Additional Traffic Time	Non Event Time in Minutes	Non Event Time in Hours	Total Hours	Cost Per Hour	Total Cost per day	Total Cost per day Rounded	Number of Buses	Overall cost	This doesn't include mileage for Shuttle only Travel. AM Mileage From Hub	PM Mileage To Hub	Total Daily Mileage
9/8/2022	9:00:00 AM	12:00 AM	3.00	180	15	15	15	15			0	0		0	60	1.00	4.00	$ 68.33	-	$273.32	1	$ 273.32	33.4	33.4	66.8
				0	15	15			0	0	3	0		0	30	0.50	0.50			$0.00		$ -			0
				0	15	15			0	0	3	0		0	30	0.50	0.50			$0.00		$ -			0
				0	15	15			0	0	3	0		0	30	0.50	0.50			$0.00		$ -			0
																				Total All Days		$ 273.32			

Bus out of Fairhope

Baldwin County Commission

Agenda Action Form

File #: 22-1414, **Version:** 1 **Item #:** CE1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Junius Long, Building Facilities Coordinator
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-45A - Provision of Painting and Drywall Services for the Baldwin County Commission

STAFF RECOMMENDATION
Award Bid #WG22-45A - Provision of Painting and Drywall Services to the lowest bidder, **Spanish Fort Painting & Construction, LLC**, as per the Award Listing and authorize the Chairman to execute the Contract. The Contract shall be effective immediately upon the same date as its full execution for a period of twelve (12) months.

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on August 22, 2022, at 1:30 P.M. Two (2) bids were received. Staff recommends the Commission award the bid for the Provision of Painting and Drywall Services to the lowest bidder, Spanish Fort Painting & Construction, LLC, as per the attached Award Listing. Bid Tabulation is attached for review.

Previous Commission action/date:
06/21/2022 meeting: 1) Approved the specifications for the Provision of Painting and Drywall Services and authorized the Purchasing Director to place a competitive bid; and 2) Further, authorized the Chairman/Purchasing Division Commission for the Baldwin County Commission to approve any necessary addendums for clarifications if required after the bid is advertised.

08/02/2022 meeting: 1) Authorized the Purchasing Director to re-bid the Provision of Painting and Drywall Services; 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 is advertised.

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?
Standard County 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: 09/06/2022

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 #WG22-45A - Award Listing

Provision of Painting and Drywall Services

Effective 09/06/2022 through 09/06/2023

BIDDER:	**Spanish Fort Painting & Const. LLC**
Painting Services	
Hourly Labor Rate Bid:	$70.00 per 2-person crew
Drywall Services	
Hourly Labor Rate Bid:	$70.00 per 2-person crew
Exceptions:	NONE

COMPETITIVE BID #WG22-45A - Bid Tabulation

Provision of Painting and Drywall Services

BIDDER:	**Spanish Fort Painting & Construction, LLC** **Alabama GC License #169858**
Painting Services	
Hourly Labor Rate Bid:	$70.00 per 2-person crew
Drywall Services	
Hourly Labor Rate Bid:	$70.00 per 2-person crew
Exceptions:	NONE

BIDDER:	**Melvin Pierce Painting, Inc.** **Alabama GC License #173347**
Painting Services	
Hourly Labor Rate Bid:	$92.00 per 2-person crew
Drywall Services	
Hourly Labor Rate Bid:	$100.00 per 2-person crew
Exceptions:	NONE

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 Spanish Fort Painting & Construction, LLC, (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, August 2, 2022, the COUNTY authorized staff to solicit bids for the Provision of Painting and Drywall Services 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 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:	Spanish Fort Painting & Const. LLC

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: Spanish Fort Painting & Const. LLC
7688-A Spanish Fort Blvd.
Spanish Fort, AL 36527
ATTN: Harry Caprara

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 #WG22-45A"**, 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 #WG22-45A named, Provision of Painting and Drywall 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 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 for twelve (12) months and commence immediately upon the same date as full execution. [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

JAMES E. BALL/ Date
Chairman

ATTEST:

RON CINK/ Date
BUDGET DIRECTOR

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ron Cink, whose name as Budget Director, 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 _____, 2022.

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Spanish Fort Painting & Construction, LLC

_____/_____

By _____/Date

Its _____

State of Alabama)

County of_____)

I, _____, Notary Public in and for said County and State, hereby certify that _____ as _____of Spanish Fort Painting & Construction, 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 Spanish Fort Painting and Construction, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2022.

_____

Notary Public
My Commission Expires

"ATTACHMENT A"

BID #WG22-45A RESPONSE FORM
Provision of Painting and Drywall Services

Date: 8-22-2022

Out of State _____ or ✓ If yes, 000-304-960
Yes No Registration Number

Company Name: SPANISH FORT PAINTING + CONST., LLC

Address: 7688-A SPANISH FORT BLVD.
SPANISH FORT, AL 36527

Company Rep. HARRY DAGO CAPRARA
(Rep. Name Typed or Printed)

Position: PRESIDENT

Email address: harry-harris@att.net

Phone: 251-490-4470

Fax: 251-621-8438

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 from.

_____
Financing Agency Authorized Signature

Painting Services

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

HOURLY LABOR RATE $ 70.00 **Hour per 2-person crew**
$35.00 M/H PER PERSON

Drywall Services

Bid Prices shall be an all-inclusive hourly rate that includes but is not limited to mobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

HOURLY LABOR RATE $ 70.00 **Hour per 2-person crew**
$35.00 M/H PER PERSON

Baldwin County Commission

Agenda Action Form

File #: 22-1410, **Version:** 1 **Item #:** CE2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Zach Hood, EMA Director / Tom Tyler, EMA Deputy Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-53A - Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Authorize the Purchasing Director to re-bid the Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission

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

Background: N/A

Previous Commission action/date:
06/21/2022 meeting: 1) Authorized the Purchasing Director to place a competitive bid for the Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission, 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 is advertised.

08/02/2022 meeting: 1) Authorized the Purchasing Director to place a competitive bid for the Provision of On-call Equipment Rental (Forklift Services) with Operator for the Baldwin County Commission, 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 is advertised.

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: 09/06/2022

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 #WG22-53B 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 unit shall be furnished.

Bidder shall give a daily, weekly and monthly rental rate as indicated on the Bid Response Form. The rate shall include all applicable charges, to include but not limited to delivery, maintenance, operator, etc. There shall be no overtime charges.

The use of specific names and numbers in the specifications is not intended to restrict the bidder or any seller or manufacturer's but is solely for the purpose of indicating the type, size and quality of equipment considered best adapted to Baldwin County.

Baldwin County will terminate rental with one (1) day written notice to supplier. If the rental is terminated during the month, then the rate will be prorated by the day or week. **NOTE:** Month is designated as thirty (30) days. Purchase Orders will be issued at the time of planned services. All operators 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.

AWARD

It is the intent of the Commission to award this bid to one (1) bidder.

The bid price will be firm for one (1) calendar year period, to begin on the day of the bid award.

PROOF OF INSURANCE MUST BE INCLUDED WITH BID RESPONSE.

DELIVERY

Delivery shall be as soon as possible but not more than twenty-four (24) hours after receipt of order. Delivery will be to various locations throughout Baldwin County.

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.

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.

SCOPE OF SERVICES

ON-CALL EQUIPMENT RENTAL (FORKLIFT SERVICES) with OPERATOR to be used after a declared emergency weather event.

Bid Prices shall be an all-inclusive hourly rate for a 1-person crew that includes but is not limited to mobilization, demobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

Toyota Model 7FGU25 Forklift or Equivalent

Dimensions:	
Length to Fork Face	**7.81 ft. in**
Overall Width	**3.5 ft. in**
Overall, Height- Mast Lowered	**6.73 ft. in**
Right Angle Stack	**7.86 ft. in**
Turning Radius	**6.46 ft. in**

Mast:	
Load Center	**24 in.**
Load Capacity	**5000 lb.**
Lift Speed	**118 ft/ min**

Specifications:	
Engine:	
Power	**53hp**
Power Measured @	**2400 RPM**
Fuel Type	**Gas/ LPG**

Operational:	
Tire Type	**cushion**
Number of Front Wheels	**2**
Number of Rear Wheels	**2**
Max Speed	**10.6 mph**

General

1.To provide, on a rental basis, equipment described in the attached specifications and operator on an “as needed” basis, where directed, within Baldwin County.
2. To maintain the equipment in good mechanical and operating condition and to make all the repairs and/or replacements at the CONTRACTOR’S EXPENSE.

3. The equipment described in the specifications shall be provided to the COUNTY upon purchase orders issued at time of services.
4. To furnish all fuel, oil, lubricants. Operator and necessary operating attachments.
5. The CONTRACTOR shall permit BALDWIN COUNTY to review all records relating to labor and equipment utilized under the terms of this agreement.
6. The CONTRACTOR is responsible for all costs incurred in the delivery and pick up of the equipment.
7. Rental equipment shall be completely fueled and ready for operation prior to start of hourly charge.

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 OHSA (Occupational Safety and Health Act).
- Exercise precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- 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.

Scheduling and Duration

The Contractor shall provide and operate the equipment intermittently, as needed by the Baldwin County Commission. The Baldwin County Commission will usually notify the Contractor at least one week prior to scheduled contract work unless circumstances require a more immediate response.

Performance

The Baldwin County Commission reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit. If Baldwin County Commission deems the equipment unsafe or the equipment is unable to operate, the Contractor will replace the equipment with another acceptable unit or the Baldwin County Commission with assign the work to another Contractor.

Operators shall be familiar with the work to be performed and have sufficient skill and experience to perform the Contract work properly. Operators determined by the Baldwin County Commission to be below normal acceptable standards of production or workmanship will be replaced with another acceptable operator immediately or the Baldwin County Commission will assign the Work to another Contractor. At the minimum, operators shall have sufficient experience, as determined by the Commission, within the last five years performing applicable work and performing work in or adjacent to traffic, instream, or as otherwise required. Operators shall have sufficient general knowledge of the related laws. Regulations, specifications, and practices to make informed decisions regarding compliance.

BID #WG22-53B RESPONSE FORM
Provision of On Call Equipment Rental (Forklift Services) with Operator

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 from.

_____
Financing Agency Authorized Signature

Brochures showing the equipment offered should be attached to this Response Form or a Description of Equipment should be attached.

Forklift Equipment Rental with Operator

Bid Prices shall be an all-inclusive hourly, daily, weekly, and monthly rate that includes but is not limited to mobilization, demobilization, labor, equipment, and all other incidental expenses that are required to complete the tasks.

DELIVERED

HOURLY LABOR RATE	$_____/Hour per Forklift with Operator
DAILY LABOR RATE	$_____/Day per Forklift with Operator
WEEKLY LABOR RATE	$_____/Week per Forklift with Operator
MONTHLY LABOR RATE	$_____/Month per Forklift with Operator

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 #WG22-53B"**, 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 #WG22-53B named, Provision of On-Call Equipment Rental (Forklift Services) with Operator 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, 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.

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

_____

JAMES E. BALL/ Date
Chairman

ATTEST:

_____

RONALD J. CINK/ Date
Budget Director

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, 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 _____, 2022.

_____

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 _____, 2022.

_____

Notary Public
My Commission Expires

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 $10,00 0 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 subjec t to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix:	* First Name: Middle Name:
* Last Name:	Suffix:
* Title:	
* SIGNATURE:	* DATE:

Baldwin County Commission

Agenda Action Form

File #: 22-1368, **Version:** 1 **Item #:** CE3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Terri Graham, Development & Environmental Director / Ed Fox, Deputy Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-56 - Provision of Vehicle Detergent for the Baldwin County Commission

STAFF RECOMMENDATION
Award Bid #WG22-56 for the Provision of Vehicle Detergent to the lowest bidder **Acuity Specialty Products, Inc. d/b/a Zep Sales & Service** as per the Award Listing.

BACKGROUND INFORMATION

Background: Bids were opened in the Purchasing Conference Room on August 3, 2022, at 1:30 P.M. Two (2) bids were received. Staff recommends the Commission award the bid to the lowest bidder, Acuity Specialty Products, Inc. d/b/a Zep Sales & Service as per the attached Award Listing. Bid Tabulation attached.

Previous Commission action/date:
07/05/2022 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Vehicle Detergent for the Baldwin County Commission; 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 is advertised.

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

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: 09/06/2022

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 #WG22-56 - Award Listing

Provision of Vehicle Detergent

Effective Date: September 6, 2022 through September 6, 2023

Acuity Specialty Products Inc. d/b/a Zep Sales & Service	
Product Bid:	Zep TNT 037685
Amount Bid per 55 Gallon Container - Delivered:	$360.00

COMPETITIVE BID #WG22-56 - Bid Tabulation

Provision of Vehicle Detergent

BIDDER: Etowah Chemical Sales and Service	
Product Bid:	Etowah Chemical SC-675 - High Alkaline Truck Wash
Amount Bid per 55 Gallon Container - Delivered:	$450.00
Bid Bond: None	

Acuity Specialty Products Inc. d/b/a Zep Sales & Service	
Product Bid:	Zep TNT 037685
Amount Bid per 55 Gallon Container - Delivered:	$360.00
Bid Bond: None	

Baldwin County Commission

Agenda Action Form

File #: 22-1446, **Version:** 1 **Item #:** CE4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Sheriff Hoss Mack / Chief Deputy Anthony Lowery / Brian Peacock, CIS Director / Adam Scarborough, Assistant CIS Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-58 - Phase II and III of Purchase and Installation of Security Equipment for New Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette, Alabama

STAFF RECOMMENDATION
Award Bid #WG22-58 - Phase II and Phase III of the Purchase and Installation of Security Equipment for the new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings located in Bay Minette to Vision Southeast Companies, Inc., in the total amount of $3,962,009.70 as per Award Listing and authorize the Chairman to execute the Contract.

BACKGROUND INFORMATION

Background: Bid was opened in the Purchasing Conference Room on August 23, 2022, at 2:30 P.M. One (1) bid was received. The bid was received from Vision Southeast, Inc., in the total bid amount of $3,962,009.70. Phase II and III of the security equipment is being installed in the new female housing addition and in the adjacent Baldwin County Corrections Center. New security equipment is being installed in the current Corrections Center to provide the ability to integrate with the equipment that is being installed in the new female housing addition as well as the security equipment procured in the Phase I bid. The security equipment that is currently installed in the existing Corrections Center is outdated and proprietary equipment that can only be serviced by the company that originally installed the equipment. Once the new equipment is installed, County CIS staff will be able to support and maintain the Corrections Center security equipment.

Previous Commission action/date:
07/19/2022 meeting: 1) Authorized the Purchasing Director to prepare and solicit informal bids in accordance with the Code of Alabama, Section 39-2-2(3)(g) for Phase II and Phase III of the purchase and installation of Security Equipment for the new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings located in Bay Minette. 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 is advertised.

12/21/2021 meeting: Awarded the bid to the lowest responsible bidder, who met the specifications, Vision Southeast, Inc., in the amount of $2,389,936.96, as per the attached Award Listing for Phase I of the purchase and installation of Security Equipment for the new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette and authorized the Chairman to execute the Contract.

11/16/2021 meeting: 1) Authorized the Purchasing Director to prepare and solicit informal bids in accordance with the Code of Alabama, Section 39-2-2(3)(g) for Phase I of the purchase and installation of Security Equipment for the new Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings located in Bay Minette; 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 is advertised.

FINANCIAL IMPACT

Total cost of recommendation: $3,962,009.70

Budget line item(s) to be used: 20010200.55950

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 Services 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: 9/06/2022

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

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COMPETITIVE BID #WG22-58 - Award Listing

Phase II & Phase III of Purchase & Installation of Security Equipment for BC Corrections Center

BIDDER:	**Vision Southeast Companies, Inc.**	AL GC #38568

Phase II -Existing Facility

Amount Bid:	$2,226,542.77
Completion Time:	6 months after receipt of all equipment once buildings are ready for equipment.

Phase III - New Female House Addition

Amount Bid:	$1,735,466.93
Completion Time:	60 days after receipt of all equipment once buildings are ready for equipment.
TOTAL BID AMOUNT:	**$3,962,009.70**

Bid Bond: Yes

See Exceptions to Conditions & Specifications attached

VISION
SECURITY TECHNOLOGIES

Exhibit A

8/23/2023

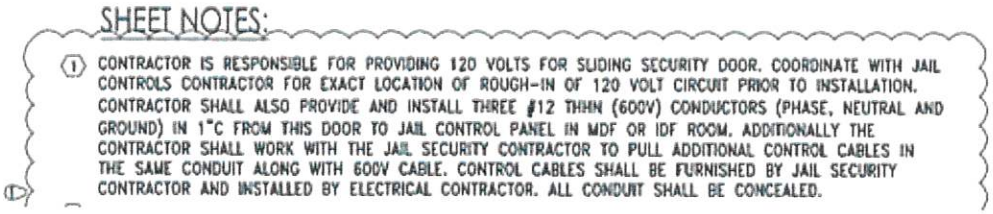
County Commission of Baldwin County ITB WG22-58

Exceptions To Bid Conditions and Specifications

We were unable to verify the specifics of the lighting system in the new tower. The specification book calls for a low voltage system. However, when we reached out to the electrical contractor, we were told it was a high voltage system. Based on that conversation we had to add several previously unanticipated costs associated with high voltage relays, additional enclosures, and our Electrical Sub -Contractor labor. If the lighting system is a low voltage system, we can redesign and reduce costs associated with high voltage.

We were unable to find quantities for ceiling speakers/horns in the new tower. We included twenty-two (22) in our proposal. That will provide one (1) for each pod control room and one (1) for each block on the 2nd, 4th, and 5th floors. It also includes four (4) for the 1st floor, one (1) for the 3rd floor, and one (1) for the penthouse. Requested devices in addition to those listed above may require a change order.

The ITB called for us to supply and install the trigger wires for the access doors in the new tower. The note below from the drawings states that we supply the wire, and it will be installed by the owner provided Electrical Contractor. Our proposal includes the wire but no labor to install it.



SHEET NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR PROVIDING 120 VOLTS FOR SLIDING SECURITY DOOR. COORDINATE WITH JAIL CONTROLS CONTRACTOR FOR EXACT LOCATION OF ROUGH-IN OF 120 VOLT CIRCUIT PRIOR TO INSTALLATION. CONTRACTOR SHALL ALSO PROVIDE AND INSTALL THREE #12 THHN (600V) CONDUCTORS (PHASE, NEUTRAL AND GROUND) IN 1"C FROM THIS DOOR TO JAIL CONTROL PANEL IN MDF OR IDF ROOM. ADDITIONALLY THE CONTRACTOR SHALL WORK WITH THE JAIL SECURITY CONTRACTOR TO PULL ADDITIONAL CONTROL CABLES IN THE SAME CONDUIT ALONG WITH 600V CABLE. CONTROL CABLES SHALL BE FURNISHED BY JAIL SECURITY CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR. ALL CONDUIT SHALL BE CONCEALED.

All conduit, boxes, and Category cable in the new tower by others.

120-volt AC power at or adjacent to all new enclosures in the new tower by others.

Rack space and UPS for the switches going in the new tower by others.

Fiber optic cable between the IDF's and the MDF in the new tower by others.

Appropriately formatted electronic drawings for the areas that will be imported as maps in Genetec by others.

All client computers, monitors, and network connectivity by others.

120-volt AC power at or adjacent to the racks in the existing jail by others.

Customer or others responsible for providing adequate space in designated termination closets for all enclosures, racks, powers supplies, or other equipment provided by Jail Security Contractor.

Exhibit B

8/23/2023

County Commission of Baldwin County ITB WG22-58

Vision Security Technology (Jail Security Contractor)

Bid Conditions

This is a very labor-intensive project. Efficiency is critical to completion within the budgeted labor hours. As we discussed at the pre-bid meeting, we can't afford to have any delays caused by others. To keep labor costs down we did not allocate time for delays.

Should we have instances where inmates have not been relocated prior to our known daily start time or other factors outside our control, we will need to be compensated for associated non-productive time. An option to this would be to include a lump sum contingency to be used as needed and credit any unused portion at project completion.

Pricing is based and contingent on:

- Purchase order issued for all equipment upon award
- Customer to take possession of all equipment upon delivery
- Customer to make progress payments upon receipt of equipment
- Pricing is valid for sixty days after bid submission date

This project is being quoted as tax exempt. Materials will be purchased using a Certificate of Exemption per Act 2013-205 and Alabama Department Rule 810-6-3-77. The tax-exempt entity will be required to file application, Form St: EXC-01. State approval of that form and issuance of exemption certificate will be required.

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 **Vision Southeast Companies, Inc.,** (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, at its regular held meeting on Tuesday, July 19, 2022, the Commission authorized staff to place a competitive bid for Phase II and Phase III of the Purchase and Installation of Security Equipment for the New Female Housing Addition to the Baldwin County Corrections Center and Renovations of Adjacent Buildings Located in Bay Minette, Alabama; and

Whereas, PROVIDER presented a bid to the COUNTY, and therefore, COUNTY wishes to retain PROVIDER 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: Vision Southeast Companies, Inc.

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.

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. PROVDIER 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 PROVDIER 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: Vision Southeast, Inc.
6215 Rangeline Road
Theodore, AL 36582
ATTN: Darron Claypool

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 #WG22-58",** the same being expressly incorporated herein by reference, and without limitation will encompass:

"Competitive Bid #WG22-58 – Phase II and Phase III of the Purchase and Installation of Security Equipment for the New Female Housing Addition to the Baldwin County Corrections and Renovations of Adjacent Buildings located in Bay Minette, Alabama 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 **$3,962,009.70**. 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 **six (6) months** after receipt of equipment once buildings are ready for the equipment 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 (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

_____

JAMES E. BALL / Date
Chairman

ATTEST:

_____

RONALD J. CINK / Date
Budget/Purchasing Director

State of Alabama)

County of Baldwin)

I,_____Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget/Purchasing Director, 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_____, 2022.

_____

Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Vision Southeast Companies, Inc.

_____/_____
By_____/Date
Its _____

State of_____)

County of_____)

I,_____Notary Public in and for said County and State, hereby certify that_____as_____of Vision Southeast Companies, Inc., 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 Vision Southeast Companies, Inc.

GIVEN under my hand and seal on this the_____day of_____, 2022.

_____
Notary Public
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 22-1373, **Version:** 1 **Item #:** CE5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Brian Peacock, CIS Director / Adam Scarborough, CIS Assistant Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-63 - Provision of IP Telephone Sets 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 IP Telephone Sets; 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

Background: This is an annual bid for the Provision of new IP Telephone Sets to be used in various County offices. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of IP Telephone Sets.

Previous Commission action/date: 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: 09/06/2022

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 #WG22-63 SPECIFICATIONS

The purpose of this Invitation to Bid (ITB) is to supply the Baldwin County Commission with Unify IP Telephone sets. 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.

Successful bidder must be a qualified Unify Distributor.

The Distributor shall provide the name and contact information of the Vendor Project Manager responsible for the delivery of the IP Telephones so that the Baldwin County Commission personnel can communicate any problems or concerns.

Because Baldwin County personnel are trained in the installation and operation of items listed, installation and configuration will not be required.

WARRANTY

Each telephone must be Factory new and come with a minimum warranty of one (1) year.

Bidders shall submit a copy of the manufacturer's standard warranty along with a complete explanation of the warranty with their bid.

ALTERNATE OR EQUALS

Alternate or equals will not be accepted.

DELIVERY TERMS

All orders should be delivered as soon as possible, but not more than **twenty (20)** days after receipt of order (ARO). 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. **Inside delivery is required. Delivery shall be absolute.**

Baldwin County has the right to refuse any shipment or partial shipment that does not conform to the specifications of their order. The agency may refuse payment until these conditions are corrected.

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.

A Purchase Order will be issued for the materials and quantities listed. Delivery address will be listed on Purchase Order.

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.

QUANTITY

The exact quantity of purchases for each item on this solicitation is not known. The County Division of Purchasing does not guarantee that the County will buy any amount however depending on pricing it is anticipated approximate total of three hundred fifty (350) phones will be purchased. Minimum order amounts are not applicable to this bid.

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 (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract with its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).

MATERIALS NEEDED

1) L30250-F600-C435 CP200T
2) L30250-F600-C426 CP200 HFA
3) L30250-F600-C432 CP205 HFA
4) L30250-F600-C436 CP400T
5) L30250-F600-C427 CP400 HFA
6) L30250-F600-C433CP600E HFA
7) L30250-F600-C428 CP600 HFA
8) L30250-F600-C438 CP700 HFA
9) L30250-F600-C439 CP700X HFA
10) L30250-F600-C298 IP55G HFA

11) L30250-F600-C429 CP400 Key Module
12) L30250-F600-C430 CP600 Key Module
13) L30250-F600-C430 CP700 Key Module
14) L30250-F600-C282 IP55G Key Module

15) L30250-F600-C431 CP200/600 Wall Mount Kit

BID #WG22-63 RESPONSE FORM
Provision of IP Telephone Sets

Date:_____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name:_____

Address:_____

_____

Company Rep_____

_____
(Rep. Name Typed or Printed)

Position:_____

Phone:_____

Fax:_____

Financing through another agency beside yourself ____ or XX___
Yes No
If yes, must attach a copy of the financing agreement and all conditions to this response form.

_____
Financing Agency Authorized Signature

Any brochures or specification material that shows the equipment that is being offered should be attached to this Response Form.

*** Exceptions must be attached to the Bid Response Form. ***

BID #WG22-63 RESPONSE FORM
Provision of IP Telephone Sets

1) L30250-F600-C435 CP200T

Unit Price:_____each

Delivery Time:_____ARO

2) L30250-F600-C426 CP200 HFA

Unit Price:_____each

Delivery Time:_____ARO

3) L30250-F600-C432 CP205 HFA

Unit Price:_____each

Delivery Time:_____ARO

5) L30250-F600-C436 CP400T

Unit Price:_____each

Delivery Time:_____ARO

6) L30250-F600-C427 CP400 HFA

Unit Price:_____each

Delivery Time:_____ARO

7) L30250-F600-C428 CP600 HFA

Unit Price:_____each

Delivery Time:_____ARO

8) L30250-F600-C438 CP700 HFA

Unit Price:_____each

Delivery Time:_____ARO

9) L30250-F600-C439 CP700X HFA

Unit Price:_____each

Delivery Time:_____ARO

10) L30250-F600-C298 IP55G HFA

Unit Price:_____each

Delivery Time:_____ARO

11) L30250-F600-C429 CP400 Key Module

Unit Price:_____each

Delivery Time:_____ARO

12) L30250-F600-C430 CP600 Key Module

Unit Price:_____each

Delivery Time:_____ARO

13) L30250-F600-C430 CP700 Key Module

Unit Price:_____each

Delivery Time:_____ARO

14) L30250-F600-C282 IP55G Key Module

Unit Price:_____each

Delivery Time:_____ARO

15) L30250-F600-C431 CP200/600 Wall Mount Kit

Unit Price:_____each

Delivery Time:_____ARO

Baldwin County Commission

Agenda Action Form

File #: 22-1374, **Version:** 1 **Item #:** CE6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Terri Graham, Solid Waste Director / Ed Fox, Landfill Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-64 - Provision of Alternate Daily Cover Material 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 Alternate Daily Cover Material; 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

Background: This is an annual bid. Staff recommends the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

Previous Commission action/date: 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

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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: 09/06/2022

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 #WG22-64 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.

Bidders shall be prepared to give a complete demonstration of the merits of the products offered. The products so demonstrated shall be complete as offered by the bidder for the bid. In the event that the Solid Waste Department Head or his assigned personnel does not obtain the desired effects from the demonstrated products, then the next bidder will be requested to demonstrate their products for bid award consideration.

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 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. Prices bid shall be firm for a one (1) year period; the period shall begin the day of bid award.

It is the intent of the Commission to award to one (1) bidder.

DELIVERY

Delivery shall be as soon as possible, but not more than fifteen (15) business days after receipt of order.

A Purchase Order will be issued for the materials and quantities listed. Delivery shall be made to the location listed on the Purchase Order.

GENERAL SPECIFICATIONS

- Material must be a single bag mixture
- Material must be brown, green or gray in color
- Each material listed must be accompanied by MSDS
- Material when mixed should be able to be dispersed over compacted solid waste by the use of a Hydro seeder
- Material when mixed must meet all requirements as set by the Alabama Department of Environmental Management for use as alternative cover
- Material must not contain any nutrients for vectors
- The product must be capable of withstanding moderate rainfall without deterioration
- Material must have the capability of being applied to a minimum of 1/4"
- The materials must pass the Flammability Potential Screening Analysis of Waste (A.S.T.M. D4982-95) Include an Independent Laboratory Test (Flammability) A.S.T.M. D4982-95 showing negative Results on flammability
- Each bag must weigh 50 pounds or less

BID #WG22-64 RESPONSE FORM
Provision of Alternate Daily Cover Material

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

A BID GUARANTEE OF $500.00 MUST BE INCLUDED WITH YOUR BID.

BID #WG22-64 RESPONSE FORM
Alternate Daily Cover Material

Product: _____

Amount Bid: $_____ each

Delivery Time: _____

Any brochures or specification materials that provide information on the product that is being offered should be attached to this Response Form.

Baldwin County Commission

Agenda Action Form

File #: 22-1391, **Version:** 1 **Item #:** CE7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy, Operations Manager / Tyler Mitchell, Construction Manager
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-65 - Provision of Bituminous Materials for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Approve the specifications for the Provision of Bituminous Materials and authorize the Purchasing Director to place a competitive bid; 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

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 Bituminous Materials.

Previous Commission action/date: 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: 09/06/2022

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 #WG22-65 SPECIFICATIONS

QC/QA procedures for use on all Baldwin County Projects

Definitions

County Engineer:	The Engineer appointed by the Baldwin County Commission.
Supplier:	The Company that is supplying the bituminous concrete for the project.
Contractor:	The crew that is responsible for laying and compacting mix on the roadway.

1) QUALITY CONTROL.

a) Supplier shall have on site a Level II Asphalt Technician anytime they are producing mix for Baldwin County.

b) QC/QA TESTING

i) Sampling shall be performed in accordance with the sampling plan as stated in this specification. Samples will be randomly selected and obtained by the Supplier or BCHD and its affiliates. QC/QA samples shall be obtained at the project site but BCHD reserves the right to sample outside the sampling plan. A large enough sample shall be obtained so that it can be split between the Supplier, BCHD or its affiliates. Samples shall be tested for Air Voids, Liquid Asphalt Binder Content, Gradation, VMA, Effective AC Content, Dust/Asphalt Ratio, Stability, Flow, and Tensile Strength Ratio (TSR) as per table 3.

TABLE 3

Test Required	Test Method (Random Number)	Sampling Frequency * * (100% Pay)	Tolerances
Asphalt Content ++++	AASHTO T308 ALDOT 354	Supplier per 500 tons BCHD per Lot	+/- .34
Maximum Specific Gravity	AASHTO T209	Supplier per 500 tons BCHD per Lot	N/A
Mixture Gradation****	AASHTO T 308	Supplier per 500 tons BCHD per Lot	+/- 7.0 % for the #4 and above +/- 4.0 %, #8 to #100 +/- 2.00 % for the #200
Dust/Asphalt Ratio***	ALDOT 371	Supplier per 500 tons BCHD per Lot	0.90 to 1.80
Air Void Content & VMA++	ALDOT 353, 307	Supplier per 500 tons BCHD per Lot	+/- 1.06%, 16.0 to 18.5
Marshall Stability and Flow ++		Supplier per 500 tons BCHD per Lot	1600, 8-18
Tensile Strength Ratio	ALDOT 361	Supplier & BCHD Minimum First 1000 tons and Every 10,000 ton thereafter	.80

Each individual Maximum Theoretical Specific Gravity (MTSG) shall be used to calculate Air Voids.

** BCHD reserves the right to change sampling frequency; or sample outside the sample plan if it deems necessary. At least one sample shall be obtained from every project with tonnage less than 500.
*** If the Dust/Asphalt is out on two consecutive tests, production shall cease until proper plant adjustments are made.
**** If the test results are out of specification tolerance on two consecutive tests for the same size sieve, production shall cease until proper plant adjustments are made.
**** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to but not exceed 97% on the 3/8" sieve.
++ The sample shall be one set of three Marshall samples+++.
++++ Under AASHTO T 308, if an ignition furnace is used, mixture calibration shall be used.

2) ADJUSTMENT PERIOD (Test Strip).

a) During start-up operations, an adjustment period (test strip) as described below shall be required when producing a new job mix formula. The purpose of the adjustment period will be to permit the Supplier to adjust his production process and for Supplier QC personnel and BCHD QA personnel to calibrate and coordinate their testing procedures. The Supplier has the option of running a test strip or waiving the test strip, if the proposed job mix formula has been produced satisfactorily on previous BCHD projects. The waiver of a test strip shall be in writing to the County Engineer prior to any production and placement of the previously produced job mix design. The Supplier assumes the risk of milling and relaying unacceptable mix with no additional compensation if the test strip is not utilized.

b) A test strip of not more than 300 tons shall be produced. Production shall stop until the Supplier has completed one liquid asphalt binder content, one air void content, and gradation. The test results for AC and Air Voids shall meet the requirements in Table 5, 100% pay in the 1 Test column.

c) For LOT Pay Factor purposes a LOT shall be defined as a single BCHD project, multiple BCHD projects (Completed in one day) or one day's production not to exceed 1000 tons. For testing purposes, a lot shall be defined as 1000 tons (+- 200 tons). QC/QA testing shall run independent to the Pay Factor LOT when tonnages on one or more BCHD projects do not exceed 1000 tons. An ongoing tonnage total shall be maintained at each individual plant supplying mix to BCHD and sampling shall be performed every 500 tons with a minimum of one test per project. When two tests have been completed, along with referee samples if necessary, Pay Factors shall be calculated and applied to tonnage produced on that day. The County Engineer will round a testing increment or a LOT, if necessary, to the nearest truckload of material.

3) ACCEPTANCE OR REJECTION.

a) The recommendation of the County Engineer and decision of the Baldwin County Commission will be final as to the acceptance, rejection, or acceptance at an adjusted payment of each LOT. Upon completion of a LOT (2nd test and/or any referee test completed) pay factors shall be calculated and applied only to the mix produced in that day's production. Rejected LOTS could be removed at no cost to the Department and replaced at BCHD unit price.

b) The act of sampling shall be the responsibility of the Supplier utilizing the following sample plan. Suppliers shall use the random number method to determine sampling location in the testing increment. If any deviation from the sampling plan occurs BCHD reserves the right to sample an Independent Verification Sample (IVS) (outside of the scope of the sampling plan) at any time. Any Supplier test sampled from outside the sampling could be rejected and replace with the results of the IVS and used for pay factor computation.

c) The Supplier shall sample the mixture and split it into three equal samples large enough to run the test required in this specification: The Supplier's primary QC sample (PQCS), BCHD primary QA sample (PQAS) and a Referee Sample (RS). The portions of mixture for the BCHD and referee sample shall be bagged, labeled, and stored for testing (max 60 days) if required. Bagged samples shall have the following bag appropriate information accompanying the sample: Date Sampled, Ton Sampled, Truck Sampled, Random Number, Sequential Test Number (STN), Project/Road Name, Mix Type, BCHD Primary Sample or Referee Sample, copy of the Scale Ticket, and a copy of Suppliers tests results. BCHD testing increment shall consist of two primary QA samples, split with the primary QC samples, which will represent 1000 tons of mix. Both the QA sample and referee samples will be stored in a dry location by the Supplier for a period of no longer than 14 days and may be disposed of prior to the 14 days if comparison sample results, pay factors and referee issues have been resolved. BCHD will randomly select one of the two samples stored for testing. Samples will be tested in an ALDOT certified independent lab and results will be compared to the Supplier results for comparison compliance.

d) If the Supplier's primary QC sample and the BCHD primary QA sample do not compare within the Acceptable Tolerances listed in Table 4 then the referee sample will be tested at the Suppliers Lab. The referee sample shall be tested jointly by the Supplier and BCHD's representative and the results shall be used to calculate the pay factor for the lot. All results are final once the referee sample has been tested.

e) For testing purposes, the PQCS shall be run in the Supplier's lab and BCHD reserves the right to run the PQAS in an ALDOT approved independent lab or the Suppliers lab. During the adjustment period (Test Strip) the BCHD will test its PQAS along with the Suppliers PQCS in the Suppliers lab. Also, in the case where the results of the PQCS and the results of the PQAS do not compare the Referee Sample will be tested jointly in the Suppliers lab.

TABLE 4

COMPARISON OF BCHD AND SUPPLIER TESTING
TEST ACCEPTABLE TOLERANCES

ASPHALT CONTENT	± 0.30 %
AIR VOIDS	± 0.50 %

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS.

TABLE 5

ACCEPTANCE SCHEDULE OF PAYMENT FOR ASPHALT PLANT MIX CHARACTERISTICS
Arithmetic Average of the Absolute Values of Deviations of the LOT Acceptance Tests from Job Mix Formula Values

Asphalt Content*

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-0.62	0.63-0.68	0.69-0.75	0.76-0.88	Over 0.88
2 Tests -	0.00-0.44	0.45-0.48	0.49-0.53	0.54-0.62	Over 0.62

Voids in Total Mix (Lab. Compacted Samples) *

LOT Pay Factor ->	1.00	0.98	0.95	0.90	0.80*
1 Test -	0.00-2.50	2.51-2.70	2.71-3.00	3.01-3.5	Over 3.5
2 Tests -	0.00-1.77	1.78-1.91	1.92-2.12	2.13-2.47	Over 2.47

* If approved by the Baldwin County Commission as recommended by the County Engineer, the Supplier may accept the indicated LOT partial payment. The Baldwin County Commission and/or County Engineer may require removal and replacement. If the LOT pay factor is greater than 0.80, the Supplier has the option to remove at no cost to the Department and to replace at contract unit bid price rather than accepting the reduced LOT payment. The only time the 1 Test row will be used is in the test strip and at the end of the annual contract if the second sample cannot be obtained due to low tonnage.

The lowest Pay Factor of the two criteria shall be applied to the LOT (for pay purposes as defined above).

BID #WG22-65 SPECIFICATIONS
ALDOT BITUMINOUS PLANT MIX 424

Bituminous Plant Mix shall be in accordance with applicable portions of Section 410, Section 804 and Section 424 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, and any ALDOT Special Provisions which may supersede this publication.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product **delivered** F.O.B. to Baldwin County shall be considered on a per **"Maintenance Area"** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **"Per Area"** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Bid price for material being **picked up** from plant by Baldwin County shall be based on location of plant facility. The Vendor must provide a physical address of all plant facilities along with price for respective facility.

Should multiple vendors be awarded bids and should a road cross between two (2) "Areas" with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

Prices shall be provided as follows:

424A-280	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range E
424A-281	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range E
424A-336	Superpave Bituminous Concrete Wearing Surface Layer, 3/8" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-340	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-341	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424A-360	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D
424A-361	Superpave Bituminous Concrete Wearing Surface Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range C/D
424B-293	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range E
424B-635	Superpave Bituminous Concrete Upper Binder Layer, 3/4" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-636	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-637	Superpave Bituminous Concrete Upper Binder Layer, 1 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B"
424B-651	Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D
424B-663	Superpave Bituminous Concrete Upper Binder Layer, Widening, 1 1/2" Maximum Aggregate Size Mix, ESAL Range C/D

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period beginning date of award.

BID #WG22-65 SPECIFICATIONS
BALDWIN COUNTY BITUMINOUS PLANT MIX 723

The work under this Section covers the general requirements that are applicable to all types of hot and warm mix asphalt pavements of the plant mix type. Deviations from these general requirements will be indicated in the specific requirements noted in the following sections of these specifications. If the County Engineer determines there is insufficient Asphalt Cement coating on the aggregate or a lack of sufficient blending of RAP particles with the virgin aggregate because of the high percentage of RAP allowed in this specification and the inherent low temperatures used to produce WMA; the County Engineer may require a new Job Mix Formula (JMF) with a maximum of 20% RAP.

All ALDOT guidelines and polices shall apply to this mix except where noted below.

The ALDOT Standard Specification for Highway Construction shall apply except where noted below

BC 723 Materials

1) RECYCLED ASPHALT PLANT MIX (RAP) AND RECLAIMED ASPHALT SHINGLES (RAS).

a) ALLOWABLE USAGE OF RAP AND RAS

i) The Supplier shall have the option to use RAP and RAS (Reclaimed Asphalt Shingles) in accordance with the requirements given. The total amount of RAP and RAS shall not exceed 35%.
ii) The Supplier shall have the option to use any ratio of RAP (Recycled Asphalt Pavement) to virgin material from 0% to 35%.
iii) RAS shall be limited to 5 % of the total aggregate content when the RAS is consumer waste (from roofing materials) and shall be limited to 5 % of the total aggregate content when the RAS is manufacturing waste.

2) **BLEND OF AGGREGATES**.

a) GRADATIONS FOR BLEND OF AGGREGATES

i) The coarse and fine aggregates, mineral filler, and recycled material shall be combined in a total blend that will produce an acceptable job mix within the gradation limits determined by the maximum and minimum control points shown in the following table.

TABLE 1

Job Mix Formula (JMF) Parameters

Sieve Size	% Passing by Weight
1/2" {12.5 mm}	100% *
3/8" {9.5 mm}	90% - 97% **
No. 4 {4.75 mm}	61% - 84%
No. 8 {2.36 mm}	41% - 64%
No. 16 {1.18 mm}	32% - 45%
No. 30 {600 mm}	21% - 39%
No. 50 {300 mm}	10% - 28%
No. 100 {150 mm}	6% - 20%
No. 200 {75 μm}	4% - 12%

Notes:
Mix shall be 100% passing the ½" sieve, No Exception,
** Mix shall have a minimum of 3% retained on the 3/8" sieve, No Exceptions. Gradation tolerance of +/- 7% will not apply on the maximum control point unless the JMF is set at 90%; tolerance will extend to 97%

3) MIX PROPERTIES

a) AIR VOIDS (VA)

i) The design air voids for this mix shall be 5.00%.

b) VOIDS IN MINERAL AGGREGATE (VMA)

i) The job mix shall be designed to produce a minimum VMA of 16.0 and a maximum of 18.5.

c) LIQUID ASPHALT BINDER CONTENT (Pb)

i) The job mix shall be designed at a minimum Liquid Asphalt Binder Content (Pb) of 5.80% and a maximum Liquid Asphalt Binder Content (Pb) of 7.50%. (Baldwin County has the right to lower the grade of virgin asphalt binder content if needed)

d) DUST PROPORTION

i) The ratio of the percent by weight {mass} of aggregate passing the No. 200 sieve to the effective asphalt content expressed as percent by weight {mass} of the total mix shall be between 0.9 and 1.80 for this mix. These ratio limits apply to both the design and production phases. Effective asphalt content is that asphalt cement not absorbed

into the aggregate pore structure and is determined according to Section 4.09 of the Asphalt Institute's, MS-2, *Mix Design Methods for Asphalt Concrete*.

e) RESISTANCE TO MOISTURE INDUCED DAMAGE

i) All mixes shall be designed and produced to have a tensile strength ratio (TSR) of at least 0.80 when compacted according to ALDOT-307 at seven percent air voids and tested in accordance with AASHTO T 283 as modified by ALDOT-361. If either TSR fails in production (Suppliers or BCHD representatives) another TSR will be run out of the referee sample, jointly by the Supplier and BCHD representatives in the Suppliers lab. If that TSR fails, the Baldwin County Commission and/or County Engineer shall determine whether the Supplier shall remove the tonnage in the lot at no cost to BCHD or leave it in place at a pay reduction.

4) DESIGN PROCEDURES

a) The 50 Blow Marshall Mix Design Method shall be used for this mix. The minimum Marshall Stability shall be 1600 and the flow values shall be 8 to 18.

Prospective Bidders should bid in accordance with the Alabama Department of Transportation Specifications which includes **Section 109.03 (e)** regarding Bituminous Material Price Adjustments. This Section in effect allows that the Base Bid provided in the bid can be adjusted in accordance with the "Asphalt Index" as reported by ALDOT each month.

All Asphalt Index adjustment calculations shall be provided by the Vendor with each invoice. No invoice will be paid without these calculations.

Test reports shall be furnished daily with the delivery of materials, or as directed by County Engineer.

Prices shall be offered for product delivered F.O.B. to Baldwin County and at Bidders facility F.O.B. Baldwin County Vehicle. Location of such facility must be noted.

In the event that the awarded bidders Facility is not open for business then the secondary awarded bidder will become the prime supplier for that day. This will be noted by a notation being placed at the bottom of the request for materials by the County Representative that has contacted the awarded bidder.

Bidder must furnish to Baldwin County job sites on a daily basis, as ordered, a minimum of 1,000 tons, per operating crew, as needed. In the event the awarded bidder cannot comply with this requirement the bidder will be deemed not open for business and be non-compliant with the specifications.

Bids for product delivered F.O.B. to Baldwin County shall be considered on a per **"Maintenance Area"** basis with the Maintenance Areas delivered as shown on the attached map. Baldwin County will award on a **"Per Area"** basis and the vendors must give a price for each Mix delivered to each Maintenance Area in order for the entire bid to be considered.

Should multiple vendors be awarded bids and should a road cross between two (2) "Areas" with a different vendor for each Area, the lower price of the two vendors will be chosen to supply the mix chosen for that job. The intent of this bid arrangement is for Baldwin County to attract the lowest possible bid price for product supplied to the County by taking advantage of potential transportation cost swings.

If the Supplier cannot deliver the amount of material needed on the day of the order, the County at their sole discretion, may choose to pick up, or have delivered material from the nearest facility most convenient to the job site, whether it is the prime or secondary vendor, at the pickup or delivered price, by doing so the County will not violate the Bid Specifications. This in no way relieves the bidder from delivering the materials to the County.

The County also reserves the option, at their sole discretion, to pick up or have delivered material from the facility most convenient to the jobsite, whether it is the prime or secondary vendor, at the pickup or delivered price at the end of the day of the order that the supplier could not deliver the amount specified.

All Costs and expenses related to the supplier's failure to deliver material as and when specified, including without limitation the cost of the material itself, shall be borne solely by the supplier, and the County shall not be responsible or liable for any such cost or expenses.

CONTRACT PERIOD

It is the intent of the Baldwin County Commission to award this contract for a twelve (12) calendar month period.

Bid WG22-65 shall be used in conjunction with Bid for Provision for Labor and Equipment for Asphalt Placement. Awarded bidder(s) of each bid shall work together to accomplish scope of work as directed by Baldwin County.

BID #WG22-65 RESPONSE FORM
Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 100

Date: _____

Company Name:_____

Address:_____

Phone Number: ( )_____

Fax Number: ( )_____

Authorized Signature: _____

_____
(Please Print or Type Name)

Position:_____

Supply Location:_____

Description Of Item	FOB Delivered Area 100	
BC-723	$_____	Ton
424A-280	$_____	Ton
424A-281	$_____	Ton
424A-336	$_____	Ton
424A-340	$_____	Ton
424A-341	$_____	Ton
424A-360	$_____	Ton
424A-361	$_____	Ton
424B-293	$_____	Ton
424B-635	$_____	Ton
424B-636	$_____	Ton
424B-637	$_____	Ton
424B-651	$_____	Ton
424B-663	$_____	Ton
RAP	$_____	Ton
Cold Mix Asphalt	$_____	50 LB Bag

BID #WG22-65 RESPONSE FORM
Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 200

Date: _____

Company Name:_____

Address:_____

Phone Number: ( )_____

Fax Number: ( )_____

Authorized Signature: _____

_____
(Please Print or Type Name)

Position:_____

Supply Location:_____

Description Of Item	FOB Delivered Area 200	
BC-723	$_____	Ton
424A-280	$_____	Ton
424A-281	$_____	Ton
424A-336	$_____	Ton
424A-340	$_____	Ton
424A-341	$_____	Ton
424A-360	$_____	Ton
424A-361	$_____	Ton
424B-293	$_____	Ton
424B-635	$_____	Ton
424B-636	$_____	Ton
424B-637	$_____	Ton
424B-651	$_____	Ton
424B-663	$_____	Ton
RAP	$_____	Ton
Cold Mix Asphalt	$_____	50 LB Bag

BID #WG22-65 RESPONSE FORM
Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Maintenance Area - 300

Date: _____

Company Name:_____

Address:_____

Phone Number: ( )_____

Fax Number: ( )_____

Authorized Signature: _____

_____
(Please Print or Type Name)

Position:_____

Supply Location:_____

Description Of Item	FOB Delivered Area 300	
BC-723	$_____	Ton
424A-280	$_____	Ton
424A-281	$_____	Ton
424A-336	$_____	Ton
424A-340	$_____	Ton
424A-341	$_____	Ton
424A-360	$_____	Ton
424A-361	$_____	Ton
424B-293	$_____	Ton
424B-635	$_____	Ton
424B-636	$_____	Ton
424B-637	$_____	Ton
424B-651	$_____	Ton
424B-663	$_____	Ton
RAP	$_____	Ton
Cold Mix Asphalt	$_____	50 LB Bag

BID #WG22-65 RESPONSE FORM
Bituminous Materials, ALDOT Bituminous Plant Mix 424, Baldwin County Bituminous Plant Mix 723

Picked Up based on facility location

Date: _____

Company Name:_____

Address:_____

Phone Number: ( )_____

Fax Number: ( )_____

Authorized Signature: _____

_____
(Please Print or Type Name)

Position:_____

Supply Location:_____

Description Of Item	FOB Shipping Point	
BC-723	$_____	Ton
424A-280	$_____	Ton
424A-281	$_____	Ton
424A-336	$_____	Ton
424A-340	$_____	Ton
424A-341	$_____	Ton
424A-360	$_____	Ton
424A-361	$_____	Ton
424B-293	$_____	Ton
424B-635	$_____	Ton
424B-636	$_____	Ton
424B-637	$_____	Ton
424B-651	$_____	Ton
424B-663	$_____	Ton
RAP	$_____	Ton
Cold Mix Asphalt	$_____	50 LB Bag

Baldwin County Commission

Agenda Action Form

File #: 22-1426, **Version:** 1 **Item #:** CE8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Sheriff Hoss Mack / Chief Anthony Lowery / Major Steve Author / Connie Dudgeon, Sheriff Office Finance Director
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-66 - Provision of Off-site Inmate Healthcare Billing Services for the Baldwin County Correctional Facility

STAFF RECOMMENDATION
Take the following actions:

1) Approve the specifications for the Provision of Off-site Inmate Healthcare Billing Services and authorize the Purchasing Director to place a competitive bid; 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

Background: The Baldwin County Sheriff's Office has requested a competitive bid be placed for off-site inmate healthcare billing services. The provider would be responsible for re-pricing medical claims and providing a tracking system for claims and reasons for claims. A previous provider delivered this information as well as savings for the County Commission by negotiating some of the Medicare rates. This contract would also allow the medical services provider to handle the medical care of inmates incarcerated in the Corrections Center and eliminate processing medical claims.

The current medical services provider, Quality Correctional Health Care, Inc., re-prices off-site medical claims for the County Commission in addition to providing medical services for county inmates and have been able to provide savings for the County Commission. The contract with Quality Correctional Health Care, Inc., for the medical services does not require this provider to provide a system where medical claims can be tracked for payment as well as for the reason for the claim. This is information that is needed to track payment of claims to ensure duplicate payments are not processed and for pulling medical reports for various reasons by the BCSO/Corrections Command.

Previous Commission action/date: 10/01/2019: BCC approved Quality Correctional Health Care,

Inc. agreement

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: 9/06/2022

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 #WG22-66 SPECIFICATIONS

The Baldwin County Commission is soliciting bids for Baldwin County Correctional Facility for Off-Site Inmate Healthcare Billing Services. The contractor shall provide all materials and services necessary in the performance of the bid specifications.

These specifications shall be construed as minimum requirements. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.

Bidders shall give a unit price as indicated on the Bid Response Form. The price shall include all applicable charges, labor, materials, equipment, and services required.

Award will be to the lowest responsible bidder meeting specifications. Is it not the policy of the Baldwin County Commission to purchase based on low bid only. Quality, conformity with specifications, purpose for which required, terms of delivery and fast service and experience are among the factors that will be considered in determining the responsive bidder.

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.

Any questions or inquiries regarding this bid must be submitted by e-mail to the Baldwin County Purchasing Director, Wanda Gautney at wgautney@baldwincountyal.gov.
All questions must be submitted by **September 30, 2022.**

INTENT TO AWARD TO ONE BIDDER

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 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 (2023 and 2024), in twelve (12) month increments. The Baldwin County Commission will, in writing, notify the Contractor thirty (30) days prior to expiration of the 2022 contract of its intent to extend the contract. The prices for 2022 shall also apply to the extension period(s).

At the end of the contract, Contractor agrees to handle any remaining claims that occurred or arose during the term of the contract and will be paid based on the discount received on those claims in accordance with the bid and not based on inmate population or any other factor of compensation, unless the Baldwin County Commission, by written notice to the Contractor, releases and relieves the Contractor from this requirement.

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.

BACKGROUND

Baldwin County is located on the northern Gulf of Mexico between Mobile, Alabama and Pensacola, Florida. The county has some 1600 square miles and is one of the largest counties east of the Mississippi River. The county seat is the city of Bay Minette located in a rural area in the northern part of the County.

The Baldwin County Corrections Center, BCCC, (the jail) is located at 200 Hand Avenue in Bay Minette and covers most of a full city block, 1 block north of the Baldwin County Courthouse. It is a 651bed designed indirect supervision facility with 142 Corrections Officers and employees. The BCCC has been incrementally constructed over the past 50 years or so and currently is fully self sustaining. There are several wings and areas of the facility including a 6-story high rise section all constructed at different times as inmate bed space requirements have increased.

The average daily population of the facility is 587 and the population exceeds 600 several times each year. In addition, the facility processes some 11,500 persons into and an equal number out of the facility each year.

Present correctional medical services consist of:

- Nursing coverage: Monday through Sunday 24 hours per day.
- Medical staff: One H.S.A, One RN on site 24/7, Two LPNs on site 24/7; one Medical Assistant; one Dental X-Ray technician (8 hours/week); one Mental Health Therapist (40 hours per week); one Medical Doctor 8 hours per week on-site and on call 24/7, Dentist twice a month.
- Physician coverage: Our Medical contract provider has one physician on contract who comes to the Corrections Center once a week and is on call 24/7.
- We have a health care unit with two examination rooms and two dental chairs.
- We have a three (3) bed infirmary in our health care unit. Some acute illness requiring direct/hands-on nursing/medical care/treatment is provided by our medical contract provider and those that they cannot handle is provided by a local hospital.
- Off-site emergency medical care/treatment, as required, is provided at local emergency rooms/hospitals. We use local EMT services to provide emergency transport when needed.
- Off-site specialty services are arranged as ordered by our physician with local providers/physicians/hospitals/health departments.
- Our current Medical Provider orders medical/dental supplies through their contracted vendors and the County Commission orders medical/dental equipment. through our approved vendors.
- Medications are provided by our medical contract provider.
- CLIA waived laboratory procedures are performed on-site. Non-CLIA waived non-emergent laboratory procedures/requests are sent by our medical contract

provider to their contracted laboratory provider. Emergent/STAT laboratory procedures/requests are taken to a local hospital's laboratory.

- Our Medical contract provider has some radiology services provided on site by their provider and some are done off-site at North Baldwin Infirmary's Radiology Department.

1. SCOPE

1.1 The intent of this invitation is to obtain competitive proposals from qualified contractors to provide off-site inmate medical services for the Baldwin County Corrections Facility. The contractor is required to be a non-risk bearing PPO, who's primary focus is off-site medical discounts, as opposed to a business model with on-site medical care.

1.2 The selected Contractor will be required to assume responsibility for all services offered. Baldwin County will consider the selected Contractor to be the sole point of contact regarding the contractual matters, including payment of all charges resulting from the contract.

2. DESCRIPTION OF SERVICES

2.1 Baldwin County Correctional Facility is seeking a contractor to provide off-site health care services network that can re-price the County's inmate medical bills to reductions based on PPO contracts and provider negotiations, administration, and an injury tracking/inmate medical reporting software program.

2.2 Contractor shall make available a comprehensive provider network having sufficient numbers and types of contracted physicians, hospitals, other health care providers as necessary to render medically necessary and cost-effective medical treatment on an off-site basis to inmates for Baldwin and the surrounding counties. Such treatment shall be in accordance with County healthcare standards. Contractor shall provide for provider network accessibility for the County inmates on a statewide basis.

2.3 The full-service inmate medical tracking system will allow the following items to be measured: inmate personal data, types of procedures done, charges, type of injuries, and all notes from provider/hospitals are recorded in a centralized location. The contractor will provide a designated Contract Administrator Monday-Friday between 8:00am - 5:00pm CST to provide these services. A workflow process will be in place from the moment the inmate presents with a medical problem until he/she is released from the medical issue and the case is closed. All physicians' notes will be documented along with dictation for the visits for the County. The contractor will provide this as a hosted secure web application and will be responsible for providing and housing all hardware/software. The contractor will be responsible for ensuring the security and integrity of the data within the system. The contractor will be responsible for implementing and ensuring compliance with all HIPAA requirements.

2.4 Contractor shall provide discounts from charges of network providers for covered services as defined in the ITB. The contractor shall provide a comprehensive network of providers with contracted discount arrangements favorable to the County.

2.5 It is the Contractor's responsibility to determine and comply with all state licensing and credentialing requirements and ensure the individual providers rendering healthcare delivery are appropriately licensed, certified, and credentialed, utilizing the URAC Accreditation program or in the URAC application process. All credentialed files shall be prepared and completed by the Contractor within these pre-designated times. A copy of each completed credentialed file shall be maintained by the Contractor and shall be available for on-site auditing or review upon request of the Contract Manager.

2.6 Contractor shall provide re-pricing of all Baldwin County bills in-house at contractor site. Contractor shall be responsible for security, integrity, and HIPAA compliance.

3. CONTRACT ADMINISTRATION

3.1 The contractor shall assign, in writing, a Contract Administrator throughout the life of this contract as the primary point of contact for the various departments of the County. The departments and user personnel shall direct all contract resolutions through the Contract Administrator, which includes specifications, pricing, shipping, reports, etc. The Contract Administrator may designate personnel within the company to provide requested information.

3.2 However, the County shall not contact other personnel with the company that is not familiar with the terms and conditions of the contract. The Contract Administrator shall be included on the Financial Response Form attached.

3.3 The County recognizes that changes will occur during the life of this contract. Therefore, if a change in the Contract Administrator is necessary, the contractor shall notify the Baldwin County Purchasing Officer, in writing, within 10 business days. The following information shall be submitted for the new Contract Administrator: Name, Title, Phone Number, Fax Number, and email address.

4. LISTING OF EXCEPTIONS

4.1 All exceptions to contract specifications must be itemized. Details concerning the exception must be clearly explained. Each exception will be considered by the County as to the degree of impact and total effect on the bid.

4.2 The County assumes that silence to exception indicates that the item(s) will comply with specifications as requested herein. Should the item(s) not comply, and the exception is not indicated, then the item(s) shall be rejected when delivered. All items shall be given a general inspection for material, workmanship, and compliance with specification prior to acceptance. Should the item not comply, and an exception not taken, the

Contractor shall be held responsible to fulfill that specification. Acceptance is not final until all specifications, with concurrence to exceptions, are met. The submission of literature will not constitute the taking of an exception nor honor any specification changes.

5. COMPLETION OF PERFORMANCE

5.1 Unless otherwise extended by approved Change Order(s), Contractor shall complete its performance of this contract within the time specified.

6. WARRANTY

6.1 The contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation.

6.2 Acceptance of the work by the County will not relieve the contractor of the responsibility of subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor.

7. OWNERSHIP OF DOCUMENTS

7.1 Reports and all relevant data such as diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the Services required by this Contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the Project except that Contractor shall have the right to retain copies of the same.

8. NEWS RELEASES BY CONTRACTOR

8.1 As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the prior written approval of the County. All proposed news releases shall be routed to the Purchasing Manager for review and approval by the County.

9. HOLD HARMLESS

9.1 The contractor who is selected as the contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Baldwin County and the Baldwin County Sheriff's Department and their elected and appointed officers, employees, servants, representatives and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and

attorney fees that Baldwin County and the Baldwin County Sheriff's Department and their elected and appointed officers, employees, servants, representatives and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are more than the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, representatives, and agents by the insurance coverage obtained and/or maintained by the contractor. The obligation of the Contractor pursuant to this section shall survive the termination or expiration of the resulting contract.

10. CONFLICT OF INTEREST

10.1 By signing the Professional Service Agreement, I certify that employees of this company or employees of any company furnishing material or subcontracting to do work on this Contract shall not engage in business ventures with employees of Baldwin County; nor shall they provide gifts, gratuities, favors, entertainment, loans, or other items of value to employees of Baldwin County.

10.2 Further, no employee of Baldwin County shall be financially interested or have any personal beneficial interest either directly or indirectly in the purchase or contract for any materials, equipment, or supplies, nor in any such firm, corporation, partnership, or association furnishing any such supplies, materials, or equipment to Baldwin County.

11. COMPLIANCE WITH STATUTES

11.1 The Contractor shall comply with all present/future laws, ordinances, rules, and regulations of any governmental entity pertaining to the supply of any items or services pursuant to this ITB and resulting Contract.

12. SELECTION CRITERIA

12.1 The selection process will be based on the responses to this Invitation to Bid, and any interviews required to verify the ability of the contractor to provide services in response to this document. Contractor will **not** be compensated for any part of the proposal submitting process.

13. AWARD OR REJECTION OF BIDS

13.1 The Contract will be awarded to the lowest responsible Bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of Baldwin County to accept it. The Bidder to whom the award is made will be notified as soon as possible. Baldwin County, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County.

14. BIDDER QUALIFICATIONS

14.1 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.

15. CONTRACT

15.1 The Bidder to whom award is made, must when requested, enter a written contract on the standard form as set out herein, within the period specified, or, if no period is specified, within ten (10) days after the required forms are presented to him for signature.

BID #WG22-66 RESPONSE FORM
Off-Site Inmate Healthcare Billing Services
Page 1

Date:_____

Out of State _____ or _____ If yes, _____
Yes No Registration Number

Company Name:_____

Address:_____

_____

Company Rep: _____

(Rep. Name Typed or Printed)

Position:_____

Phone:_____

Fax:_____

Email: _____

Financing through another agency beside yourself ____ or __XX__
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response from.

_____
Financing Agency Authorized Signature

Amount Bid

Network services fee _____based on a _____% savings plus
$_____monthly fee for the Inmate Medical Tracking Services

Any brochures or specification material that is being offered should be attached to this Response Form.

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This **Contract for Professional 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 [_____] (Hereinafter referred to as "PROVIDER").

The bid specifications are fully set forth as part of this contract.

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:

i. COUNTY: Baldwin County, Alabama

ii. COMMISSION: Baldwin County Commission

iii. PROVIDER [CONTRACTOR, VENDER, SERVICE PROVIDER]:

II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall be on standby upon full execution of this contract. 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 are 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 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 Agreement; 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 Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement 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 licensed and qualified contractor. The general scope of work for the services will encompass the following activities and shall include all the terms and conditions of Competitive Bid #WG22-66**,** the same being expressly incorporated herein by reference, and without limitations will encompass:

"**All provision and conditions and/or specifications listed/ stated in Competitive Bid #WG22-66 – Provision of Off-Site Inmate Healthcare Billing Services for the Baldwin County Correctional Facility".**

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

ii. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.

iii. 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.

i. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY 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.

ii. 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 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 **[specify applicable rate or lump sum]**. 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 twelve (12) months and commence immediately upon the same date of its 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. Any additional contract or extension will be at the same prices, terms, and conditions. Any successive contract(s) must have the written approval of both the County and the Vendor 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.] Notwithstanding the foregoing, at the expiration or

termination of this Contract, Contractor agrees to handle and process any remaining claims that occurred or arose during the term of the Contract and will be paid based on the discount received on those claims in accordance with the bid and not based on inmate population or any other factor of compensation, unless the Baldwin County Commission, by written notice to the Contractor, releases or relieves the Contractor from this requirement.

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 the Baldwin County Sheriff's Department and their officials, affiliates, departments, employees, agents, and representatives (collectively "County") 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, 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. This indemnification shall survive the expiration or termination of this Agreement.

XXV. Number of Originals. This Agreement shall be executed with three 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 Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and nonowner 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 Agreement until insurance is obtained, terminate this Agreement 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:
_____ / _____	_____ / _____
JAMES E. BALL, Chairman / Date	RONALD J. CINK, /Date Budget Director

State of Alabama)

County of Baldwin)

I, _____ , a Notary Public in and for said County, in said State, hereby certify that, James E. Ball, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director, 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 _____, 2022.

_____
Notary Public
My Commission Expires

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

PROVIDER:

Insert Provider Name

_____/_____

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_____ 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, 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 _____, 2022.

_____
Notary Public
My Commission Expires

Baldwin County Commission

Agenda Action Form

File #: 22-1443, **Version:** 1 **Item #:** CE9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / Joey Nunnally, County Engineer / Frank Lundy, Manager Engineer
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Competitive Bid #WG22-67 - Provision of Janitorial Services for the Baldwin County Highway Maintenance Facility (Area 100) Located in Bay Minette, Alabama for the Baldwin County Commission

STAFF RECOMMENDATION
Take the following actions:

1) Rescind the bid award approved on February 15, 2022, (Agenda Item BE2), specifically the portion for the Provision of Janitorial Services to Perfecting That Cleaning Service, LLC, in the amount of $368.00 per month for the old Baldwin County Highway Maintenance Facility (Area 100) Modular Building located in Bay Minette, Alabama; and

2) Approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Janitorial Services for the new Baldwin County Highway Maintenance Facility (Area 100) located in Bay Minette; and

3) 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

Background: Staff received an email dated August 24, 2022, from Perfecting That Cleaning Service, LLC stating that janitorial services need to be cancelled because they cannot provide the janitorial on the new building for the same price as the old building. The bid for janitorial services was awarded to Perfecting That Cleaning Service, LLC, in the amount of $368.00 per month for the old Baldwin County Highway Maintenance Facility (Area 100) located at 203 Dickman Road, Bay Minette. The Bay Minette Highway (Area 100) staff has moved into the new building located at 203 Dickman Road, Bay Minette.

A new bid needs to be advertised for janitorial services for the new Baldwin County Highway Maintenance Facility (Area 100) building located in Bay Minette, Alabama.

Previous Commission action/date:
06/07/2022 meeting: Awarded the bid to the lowest bidder, Enmon Enterprises d/b/a JaniKing of Mobile, for the Provision of Janitorial Services per the attached Award Listing for the new Baldwin County Sheriff's Office Building located in Bay Minette, Alabama.

05/03/2022 meeting: 1) Rescinded the bid award approved on January 18, 2022, (Agenda Item BE2), for the Provision of Janitorial Services to Enmon Enterprises, LLC, d/b/a Jani-King of Mobile in the amount of $531.00 per month for the old Sheriff Office building located at 310 Hand Avenue, Bay Minette, Alabama; and 2) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Janitorial Services for the new Sheriff's Office Building located at 320 North Hoyle Avenue, Bay Minette, Alabama; and further, authorized the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

03/02/2022 meeting: 1) Terminated the Janitorial Contract with Jazzy Clean Janitorial Services for services provided at the BRATS Building located in Robertsdale and authorized the Chairman to write a letter accepting Jazzy Clean Janitorial letter of resignation with the required 30 days notification effective April 2, 2022; and 2) Awarded the bid to the next lowest bidder, TTB, Inc., d/b/a Service Master Action Cleaning as follows: BRATS Building: $637.00 per month; $49.00 per day.

02/15/2022 meeting: Awarded the bid #WG22-11A to the lowest bidder, Williams Quality Cleaning and Perfecting That Cleaning Service, LLC for the Provision of Janitorial Services per the attached Award Listing.

01/18/2022 meeting: 1) Awarded the bid to the lowest bidders, Enmon Enterprises, LLC, d/b/a Jani-King of Mobile; TTB, Inc., d/b/a Service Master Action Cleaning, and Jazzy Clean Janitorial for the Provision of Janitorial Services per the attach Award Listing; and 2) Rejected the bids received on the Baldwin County Parks Building, Bay Minette Highway Maintenance Building and Foley Highway Maintenance Building and
authorized the Purchasing Director to re-bid the janitorial services for these buildings.

12/07/2021 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the provision of Janitorial Services; 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 is advertised.

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

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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: 9/06/2022

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 & Mail Bid

Additional instructions/notes: N/A

From: Keaneacha Dockery
To: Wanda Gautney
Subject: Bay minette highway building contract termination
Date: Wednesday, August 24, 2022 8:45:12 AM

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

Mrs. Wanda,

Perfecting That Cleaning Service LLC gives notice of termination of janitorial services to Baldwin County Commission. Perfecting That can no longer render services at the new bay minette highway building for the same price as the temporary job site trailer the department was previously housed. We will continue to provide services until another service provider is selected.

Thank you
Keaneacha Dockery, Owner
Perfecting That Cleaning Service LLC
2516343450

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get Outlook for Android

BID #WG22-67 SPECIFICATIONS

The following specifications pertain to all locations within this bid.

Bidders are only required to submit the Bid Response Form along with any other documents required or requested throughout the bid package.

Upon agreement of both the individual building contact person and the successful bidder the cleaning specifications may be changed to better serve the needs of the County. This will be done with written notification by the County contact person and the Contractor must agree in writing.

Only the contractor's employees are allowed on County Property during their scheduled cleaning date due to County's insurance liability.

Paper Products and soap for bathroom dispensers will be supplied by the County. All other supplies and maintenance equipment will be supplied by the Contractor.

Insurance certificates, Dishonesty bonding documents and references must be submitted in each bid response to the Baldwin County Commission.

The contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of their employees to be engaged in work under this contract.

County employees or members of their immediate family will not be allowed to submit bids.

The janitorial services to be provided by this bid may be **terminated** by either party upon written notification by US Certified Mail, such termination to take effect thirty (30) days after receipt of such written notification.

If the cleaning services are not being performed to the satisfaction of the County contact person, the County Representative will contact the bidder verbally and with a written notification to give the Bidder an opportunity to correct the problem. If after this contact, the problem is not corrected to the County's satisfaction or if cleaning services remain unsatisfactory to the County contact person, the thirty (30) day termination clause will be invoked. The next low responsible bidder will then be awarded the remainder of the bid.

All prices quoted are firm for the period the bid is in effect.

In the event that the Contractor cannot clean on a designated day, the Contractor will submit in writing to the County contact person the day on which the service will be made up. In the event that the day is not made up then the daily rate will be deducted from the monthly charge. This does not include holidays honored by the County. If the holiday falls on a scheduled clean day, The Contractor will clean the day before holidays.

The bid is effective the date of award and will expire on January 18, 2025

All bidders should contact the location and make an appointment with the County contact person to look at the buildings and ask questions. The prices are firm for the period stated.

Baldwin County Highway Building
203 Dickman Rd., Bay Minette, Alabama
Contact Person: **Tammy Monte (251) 937-0211 Phone**

BASIC ACTIVITIES
Stripping and waxing of all hard surface floors two (2) times per year, (once every six months) or as directed by contact person.

Deep scrubbing of ceramic tile /grout floors in bathrooms two (2) times per year, (once every six months) or as directed by contact person.

Emptying all trash containers and returning to original position with clean liners each visit.

Vacuuming floors and rugs each visit.

Wet mopping of hard surfaces at least once a week.

Each visit, disinfect, bowls, walls, clean mirrors, in all bathrooms.

Bathroom is to be totally disinfected once a week, which includes mopping floors.

Bathroom fixtures are to be filled with soap and paper products which are furnished by the Baldwin County.

Glass door and entrance ways are to be wiped clean each visit with the appropriate cleaning materials.

Clean break room area each visit, includes cleaning/disinfecting sink mopping/sweeping floor, washing dirty dishes, cleaning/straightening chairs and table, cleaning appliances such as coffee pots etc...

Microwaves are to be wiped clean on inside and cleaned with the appropriate cleaning materials on the outside each visit.

Refrigerator should be wiped clean once a week on the inside and the appropriate cleaning materials used on the outside.

Dusting all offices each visit, includes straightening chairs, wiping desks/chairs and all other places in which dust collects.

Building windows (inside) are to be cleaned once a month.

Two (2) days per week, to be done during normal working hours, Tuesday and Friday. Work schedule to be coordinate with facility. If additional cleanup is needed, then the contact person will notify the Contractor.

In the event that the Contractor is called in to perform cleanup other than the designated days, this will be charged by the day as indicated on the Bid Response Form and will include all normal daily activity.

BID #WG22-67 RESPONSE FORM
203 Dickman Rd., Bay Minette, Alabama
Contact Person: **Tammy Monte (251) 937-0211 Phone**

Date: _____

Out of State _____ or _____ If yes, _____

Yes No Registration Number

Company Name: _____

Address:_____

_____

Company Rep_____

(Rep. Name Typed or Printed)

Position: _____

Phone:_____

Fax:_____

Email:_____

Basic Services

Baldwin County Bay Minette Highway Building – 203 Dickman Rd. Bay Minette, AL.
Contact Person: **Tammy Monte (251) 937-0211 Phone**

Cost per Month $_____

Cost per Day $_____

Baldwin County Commission

Agenda Action Form

File #: 22-1369, **Version:** 1 **Item #:** CE10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Wanda Gautney, Purchasing Director / District Attorney, Bob Wilters / Coroner, Brian Pierce
Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE
Transfer of One (1) Vehicle from the Baldwin County District Attorney's Office to the Baldwin County Coroner's Office

STAFF RECOMMENDATION
Approve the transfer of one (1) used 2012 Chevrolet Impala VIN #2G1WF5E34C1330752 from the District Attorney's Office to the Coroner's Office at **no charge** and authorize the Chairman to execute the Fixed Asset Form.

BACKGROUND INFORMATION

Background: The District Attorney's Office has a 2012 Chevrolet Impala that is no longer needed and the Coroner's Office is in need of a vehicle. D.A. Wilters has agreed to transfer the 2012 Chevrolet Impala to the Coroner's Office at no charge. Staff recommends the Commission approve the transfer.

Previous Commission action/date: 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

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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: 09/06/2022

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

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

Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8/09/2022

Fixed Asset: 0008387 Year: 2012

Model: Chevrolet Impala

S/N: 2G1WF5E34C1330752

Tag #: No Tag

Mileage: 137,553

Value: $4,413.00

Subject to Commission approval, the fixed asset above of the District Attorney Department will be:

Transferred to: Baldwin County Coroner Department

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

Robert W Witter
Department Head relinquishing
Fixed asset item

Brian E Pierce
Department Head accepting
fixed asset item

APPROVED, Baldwin County Commission

Date Approved

Baldwin County Commission

Agenda Action Form

File #: 22-1365, **Version:** 1 **Item #:** CE11

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE
Sales and Use Tax Collection Agreement with Gulf Shores City Board of Education

STAFF RECOMMENDATION
As authorized by Section 45-2-243 of the Code of Alabama 1975, and without limitation, authorize the Chairman to execute a Sales and Use Tax Collection Agreement between the Baldwin County Commission and the Gulf Shores City Board of Education.

This agreement shall commence October 1, 2022, and expire September 30, 2025, unless terminated sooner in accordance with the Agreement.

BACKGROUND INFORMATION

Background: Act No. 2000-445 codified as Section 45-2-243 of the Code of Alabama 1975 (The Act) authorizes, among other things, the Baldwin County Commission to enter into an agreement by which a designee may administer, enforce and collect county taxes and license fees due to the Baldwin County Commission or accomplish the same itself and, thus, self-collect. The Act authorizes such permissive authority for the County to self-collect as aforementioned described only upon a resolution adopted by the Baldwin County Commission. The Baldwin County Commission, during their November 21, 2000, regular meeting, adopted Resolution #2001-07 in order for the Baldwin County Commission to itself administer, collect and enforce all County Sales and Use Taxes for the Baldwin County Commission.

Section 45-2-243 also provides that if the County self collects that the Baldwin County Commission may retain no more than two (2) percent of the total amount of taxes collected to be distributed to any other entity.

This agenda item addresses entering into a Sales and Use Tax Collection Agreement between the Baldwin County Commission and the Gulf Shores City Board of Education in order for the Baldwin County Commission to begin collecting County Sales and Use Taxes for and due to the Gulf Shores City Board of Education.

Previous Commission action/date: September 20, 2019

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?
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: N/A

Individual(s) responsible for follow up: Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative staff to send correspondence and agreement to:

Mr. Chad Green
Chief School Financial Officer
Gulf Shores City Board of Education
300 E 16th Avenue
Gulf Shores, Alabama 36542

Cc: Ronald J. Cink, Heather A. Gwynn

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SALES AND USE TAX COLLECTION AGREEMENT

(Gulf Shores City Board of Education and Baldwin County Commission)

This SALES AND USE TAX COLLECTION AGREEMENT (the "Agreement") is made by and between the GULF SHORES CITY BOARD OF EDUCATION (the "Board"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (the "Commission").

The Board and Commission will operate under this Agreement whereby the Commission administers, collects and enforces all county levied sales and use taxes where the tax revenue is paid in whole or in part to the Board, said instrument set to expire September 30, 2025.

Recitals:

1. Pursuant to Alabama law as set forth in Act No. 2000-445 (the "Act"), the Commission is authorized and empowered to enter into agreements to administer, collect and enforce certain taxes and fees.

2. Pursuant to Amendment No. 879 of the Constitution of Alabama 1901 ("Amendment No. 879"), the Commission is authorized to collect the county sales and use taxes and to enforce the provisions of Amendment No. 879, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

3. The Commission and Board desire to enter into this Agreement pursuant to the Act and Amendment No. 879 for the collection of revenue from sales taxes and use taxes for the Board.

1. Taxes Collected:

The taxes collected under this Agreement are all county levied sales and use taxes and all sales and use taxes levied under the authority of Amendment No. 879 where the tax revenue is paid in whole or in part to the Board ("the taxes").

2. Tax Collection by the Commission:

Subject to applicable laws, rules, regulations and procedures, the Commission will administer, collect and enforce the taxes. The taxes will be held in an interest-bearing account until remitted to the Board. The Commission will use its best efforts to administer, collect and enforce the taxes so that the Board receives timely payment of revenues due from the taxes. The Commission will employ qualified personnel provided with the office space and resources to administer, collect and enforce the taxes. In administering, collecting and enforcing the taxes, the Commission will indemnify and hold the Board harmless for liability arising from or in connection with any and all negligent, wanton or intentional acts or embezzlement by agents, servants, and employees of the Commission; provided that the Commission

shall not be liable to the Board for refunds, exemptions or claims for the reimbursement of taxes by taxpayers or otherwise.

3. Remittances to the Board:

The Commission will remit, bi-monthly, the Board's portion of the taxes to the Board as follows:

Beginning October 1, 2022, on the regular Commission meetings on the 1st and 3rd Tuesday of each consecutive month thereafter (or on the date of any rescheduled regular meeting of the Commission), the Commission will disburse to the Board all tax revenues collected by the Commission for the Board, together with the Board's share of interest earned thereon, during the previous month.

4. Records:

The Commission will retain all reports, records and other documents in connection with administering, collecting and enforcing the taxes for a period of five (5) years. On or before the date of each monthly remittance to the Board of the Board's portion of the taxes, the Commission will provide the Board with a full and complete report of tax collection activity which will include, without limitation, the fol1owing:

(a) The total amount of taxes collected during the previous month.

(b) That portion of the total taxes collected from use tax and that portion of the total taxes collected from sales tax.

(c) The total amount withheld for collection of taxes.

(d) The amount of interest earned on the collected taxes.

(e) Any and all other records reasonably requested in writing by the Board.

Subject to the applicable laws, rules, regulations and procedures, the Board shall have the right to inspect and copy any and all reports, records and correspondence of the Commission in connection with the Commission's administering, collecting and enforcing the taxes at any time, to audit the same in the collection premises and to take all action in connection with such audit.

5. Collection Costs to the Board:

The Board shall pay Commission two percent (2%) of gross taxes collected for administering, collecting and enforcing the taxes ("the Collection Cost").

6. Term:

This Agreement is for a term of three (3) years beginning October 1, 2022, and ending September 30, 2025. Provided, however, any party to this Agreement may terminate this Agreement by providing written notice of not less than ninety (90) days to the other party. In the event this Agreement is terminated by the Board during the term, the Board shall continue to pay its Collection Costs to the Commission for a period of six (6) months after termination.

7. Miscellaneous:

(a) Assignment. This Agreement may not be assigned by any party hereto without the consent of the other parties hereto.

(b) Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only shall not affect the meaning or interpretation of this Agreement.

(d) Designation. The terms "the Board" and "the Commission" as used herein shall include agents, servants and employees of the Board and the Commission designated to act on their respective behalf.

(e) Amendment. This Agreement may be amended only by an instrument in writing executed by all parties hereto.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior understandings with respect to the subject matter hereof.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(h) Governing Law. This Agreement shall be construed and enforced under and in accordance with and governed by the Constitution and laws of the State of Alabama.

(i) Provision Severable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions.

(j) Compliance with Law. The Commission and the Board will comply at all times with all laws, rules and regulations of governmental authorities having jurisdiction and applicable to them under this Agreement including, without limitation, bid laws and rights protected by state and federal constitutions and statutes.

(k) Construction. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any association between the Board and the Commission, and no acts by either the Board of the Commission shall be deemed to create such relationship.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the _____ day of _____, 2022.

GULF SHORES BOARD OF EDUCATION

_____
Kevin Corcoran, President

ATTEST:

_____
Matt Akin, Superintendent

BALDWIN COUNTY COMMISSION
The Honorable County Governing Body of Baldwin County, Alabama, and a political subdivision of the State of Alabama

_____
James E. Ball, As Its Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director

Attachment – Code of Alabama, 1975, as amended §45-2-243

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, Kevin Corcoran, as President of the Gulf Shores Board of Education, and Matt Akin, Superintendent of the Gulf Shores City Board of Education, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said The Gulf Shores City Board of Education on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission Expires: _____

Amendment 879 ratified[edit]

Baldwin County: Tax - Schools; Sales and Use.

(a) As used in this amendment, the term "state sales tax" means the tax or taxes imposed by Division 1 of Article 1 of Chapter 23 and by Article 3 of Chapter 23 of Title 40 of the Code of Alabama 1975, as amended (herein called "the Code"), including all other statutes of the State of Alabama (herein called "the state") which expressly set forth any exemptions from the computation of the taxes levied in Division 1 or Article 3 and all other statutes which expressly apply to, or purport to affect, the administration of Division 1 or Article 3 and the incidence and collection of the taxes imposed therein; and the term "state use tax" means the tax or taxes imposed by either Article 2 or Article 3 of Chapter 23 of Title 40 of the Code, including all other statutes of the state which expressly set forth any exemptions from the computation of the tax levied in Article 2 or Article 3 and all other statutes of the state which expressly apply to, or purport to affect, the administration of Article 2 or Article 3 and the incidence and collection of the taxes imposed therein.

(b) Subject to the provisions of this amendment, there are hereby levied in Baldwin County (herein called "the county"), in addition to all other taxes now authorized, or that may hereafter be authorized by the Constitution and laws of Alabama, to be levied in the county, sales and use taxes (herein together called "the county sales and use taxes") that parallel, except for the rate or rates of such taxes (as hereinafter specified), the state sales tax and the state use tax. The duration of the levy of the county sales and use taxes hereunder shall be a period of five (5) years, commencing on June 1, 2013, subject to extension or renewal as authorized by the Legislature in accordance with a local legislative act.

(c) The rate of the county sales and use taxes shall be one percent on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (1), subdivision (2), or subdivision (5) of Section 40-23-2 of the Code, or (ii) subsection (a) of Section 40-23-61 of the Code.

(d) The rate of the county sales and use taxes shall be one-half of one percent (.5%) on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (3) or subdivision (4) of Section 40-23-2 of the Code; or (ii) either subsection (b) or subsection (c) of Section 40-23-61 of the Code; (iii) either Section 40-23-37 or Section 40-23-63, Code of Alabama 1975; or (iv) Article 3 of Chapter 23 of Title 40 of the Code, as the case may be.

(e) The county sales and use taxes shall, as the Baldwin County Commission (hereafter "the commission") may from time to time determine, be collected either by the commission or by any person, firm, or corporation (whether public or private) with which the commission may contract to collect the county sales and use taxes or any other tax or taxes levied by, or in, the county, all in accordance with, and subject to, applicable provisions of law as are from time to time in effect.

(f) All provisions of law from time to time in effect with respect to the payment, assessment, and collection of the state sales tax and the state use tax, and any and all reports, records, and penalties for failure to pay such taxes, the promulgation of rules and regulations with respect to such taxes, and the administration and enforcement of such taxes or such provisions of law (as the case may be), shall, to the extent not inconsistent with this amendment, apply to the county sales and use taxes.

(g) The commission shall remit to any local boards of education in the county in accordance with state law all amounts collected by the commission from the sales and use tax levied pursuant to the terms of this amendment, less collection fees charged by the commission in accordance with this amendment, applicable state law and any agreements entered into between the commission and the Baldwin County Board of Education or any local board of education in the county not inconsistent with this amendment or state law.

(h) Notwithstanding any provision of law now existing or hereafter enacted by the Legislature, the board of education shall pay, or shall cause to be paid, all costs and expenses incurred (whether by the state, the county or any other political subdivision or public body) in connection with the call, conduct, canvass or contest of any special election hereafter held (whether pursuant to, or in accordance with, the provisions of this amendment or otherwise) for the purpose of levying, or authorizing the levy of, any tax (regardless of the character or nature thereof) all or a majority of the revenues from

which may, prior to such special election, be dedicated by constitutional amendment, general law, statute, local legislative act or otherwise (or by ordinance or resolution of the commission) for public school or public educational purposes in the county, or which may be otherwise payable (or paid) to the Baldwin County Board of Education. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or termination of any sales or use tax levied, extended or renewed pursuant to other provisions of this amendment.

(i) The commission is hereby empowered to collect the county sales and use taxes and to enforce the provisions of this amendment, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

(j) The foregoing provisions of this amendment shall be and are hereby declared to be self-executing; but the Legislature may enact general or local laws that implement, supplement or further any or all of the foregoing provisions of this amendment.

Section 45-2-243

Designees; compensation; powers.

(a) The Baldwin County Commission and any municipality located in Baldwin County, if authorized by resolution or ordinance duly adopted by the Baldwin County Commission or the governing body of the municipality, may enter into agreements by which a designee may administer and enforce any tax or license enacted by the county or a municipality, and collect the taxes and license fees due thereunder or, in the case of a county levied tax or license, the county commission may by resolution duly adopted, administer, collect, and enforce any county levied tax or license fee. For purposes of this section, a designee means any entity, person, or corporation, including, but not limited to, the State Department of Revenue, designated by resolution or ordinance of the Baldwin County Commission or a municipality to act for or on behalf of the county or municipality. A county or a municipality may agree to pay the designee compensation for its services, not to exceed three percent of the aggregate amount collected pursuant to the agreement, or in the event the county commission elects to administer, collect, and enforce a county levied tax or license fee, the county commission may retain not more than two percent of aggregate amount collected to be distributed to any other entity. Any contract or alteration thereto or any resolution made pursuant to this section under which revenue is collected for the Baldwin County Board of Education shall be approved by a resolution of the Baldwin County Board of Education prior to implementation and must be reviewed for renewal the third year of implementation and each subsequent three-year period thereafter.

(b) The designee, in the performance of any contract or agreement and the administration and enforcement of any local tax and license collection, or the county commission, shall have the same rights, remedies, powers, and authorities as would be available to the State Department of Revenue or the municipality if the tax or license collection were being administered and enforced by the State Department of Revenue or the municipality and shall report information on new accounts to the State Department of Revenue on a monthly basis; provided, however, that any rules and regulations adopted or utilized by Baldwin County or its designee shall be consistent with the rules and regulations of the State Department of Revenue.

(Act 95-664, p. 1376, §§1, 2; Act 2000-445, p. 802, §1.)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2001-07
OF THE
COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

AUTHORIZING THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, TO ADMINISTER, COLLECT, AND ENFORCE, ALL SALES AND USE TAXES PRESENTLY AUTHORIZED BY LAW ON BEHALF OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, AND THE BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA.

WHEREAS, during the 2000 Regular Session of the Legislature of Alabama, the Legislature of Alabama enacted Act No. 2000-445 in regard to the collection of county levied tax for Baldwin County, Alabama; now therefore

BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN REGULAR SESSION ASSEMBLED, That it does hereby elect to administer, collect, and enforce, all local sales and use taxes authorized by law for the County Commission of Baldwin County, Alabama, and the Board of Education of Baldwin County, Alabama, effective March 1, 2001, and that the services of the Alabama Department of Revenue shall be terminated effective that date.

FURTHER, BE IT RESOLVED, That pursuant to 11-3-11.3 (g), Chapter 3, Title 11, *Code of Alabama 1975*, the County Commission of Baldwin County, Alabama, does hereby elect, to assess interest at the rate of one percent (1%) per month on any delinquency and to pay interest at the rate of one percent (1%) per month on any refund of tax erroneously paid effective March 1, 2001.

FURTHER, BE IF RESOLVED, That a copy of this Resolution shall be forwarded to the Alabama Department of Revenue.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 21st day of November, 2000.

T. Joe Faust, Sr., Chairman
County Commission of Baldwin County, Alabama

ATTEST:

Locke W. Williams, Clerk / Treasurer
County Commission of Baldwin County, Alabama

This Instrument prepared by:
Brenda Meads, B. C. Sales Tax Coordinator
D. A. Brewer, Asst. to County Commission

RESOLUTION NO. 5876 - 17

RESOLUTION ESTABLISHING A SCHOOL SYSTEM FOR THE CITY OF GULF SHORES, ALABAMA; ESTABLISHING A BOARD OF EDUCATION; AND PROVIDING FOR THE APPOINTMENT OF THE MEMBERS OF THE BOARD OF EDUCATION

WHEREAS, the City of Gulf Shores, Alabama (the "City" or "Gulf Shores") is a "City" within the meaning of the provisions of *Code of Alabama* § 16-11-1 (1975), as amended; and

WHEREAS, *Code of Alabama* § 16-11-1 et seq., (1975), as amended, provides that cities having a population of five thousand (5,000) or more inhabitants, according to the last federal census, may form a city school system; and

WHEREAS, the City is further authorized to organize and appoint a board of education vested with the general administration and supervision of the public schools and educational interests of the city school system; and

WHEREAS, the Mayor and City Council of the City of Gulf Shores, Alabama, has determined that the best interests of the City and its citizens would be served by the establishment of a City Board of Education and the election of members thereto in accordance with the provisions of *Code of Alabama* § 16-11-2 et seq., (197 5), as amended.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Gulf Shores, Alabama, in a regular meeting duly assembled, a quorum being present, as follows:

Section 1. There is hereby established a public school system for the City of Gulf Shores, Alabama, to be known as the Gulf Shores City School System.

Section 2. There is hereby established a City Board of Education for the Gulf Shores City School System (the "Gulf Shores City Board of Education") to consist of five (5) members. The members shall be residents of the City of Gulf Shores and shall not be members of the City Council.

The members shall be selected based upon their character and fitness. The members shall be elected by the City Council of the City of Gulf Shores and shall serve a term of five (5) years; provided, however, that one member of the initial Gulf Shores City Board of Education shall serve a term of one (1) year; one member of the initial Gulf Shores City Board of Education shall serve a term of two (2) years; one member of the initial Gulf Shores City Board of Education shall serve a term of three (3) years; one member of the initial Gulf Shores City Board of Education shall serve a term of four (4) years; and one member of the initial Gulf Shores City Board of Education shall serve a term of five (5) years; so that the term of one member shall expire annually.

Section 3. After the initial terms as designated above, each member of the Gulf Shores City Board of Education shall serve for a term of five (5) years. In the event of a vacancy in the membership of the Gulf Shores City Board of Education by resignation or otherwise, the successor shall be appointed as provided by the law to fill the vacancy for the unexpired term. A member shall serve on the Gulf Shores City Board of Education until his or her successor assumes office.

Section 4. The Gulf Shores City Board of Education shall have all power, authority and duties as provided by law including, but not limited to, the administration and supervision of the public schools and education interests of the Gulf Shores City School System and shall be responsible to maintain and do all things necessary and proper for the management of the Gulf Shores City School System.

ADOPTED and APPROVED, this 9th day of October, 2017.

Robert Craft, Mayor

ATTEST:

Tobi Waters, CMC
Assistant City Clerk

CERTIFICATE

I, Tobi Waters, CMC, Assistant City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 5876-17 (prepared by Assistant City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on October 9, 2017 and the same was duly published as required by law.

Tobi Waters

Assistant City Clerk

Baldwin County Commission

Agenda Action Form

File #: 22-1396, **Version:** 1 **Item #:** CE12

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director
Submitted by: Shelby Middleton, Audit Compliance Officer

ITEM TITLE
Sales and Use Tax Collection Agreement with Orange Beach City Board of Education

STAFF RECOMMENDATION
As authorized by Section 45-2-243 of the Code of Alabama 1975, and without limitation, authorize the Chairman to execute a Sales and Use Tax Collection Agreement between the Baldwin County Commission and the Orange Beach City Board of Education.

This Agreement shall commence on October 1, 2022, and expire on September 30, 2025, unless terminated sooner in accordance with the Agreement.

BACKGROUND INFORMATION

Background: Act. No. 2000-45 codified as Section 45-2-243 of the Code of Alabama 1975 (The Act) authorizes, among other things, the Baldwin County Commission to enter into an agreement by which a designee may administer, enforce and collect county taxes and license fees due to the Baldwin County Commission or accomplish the same itself and, thus, self-collect. The Act authorizes such permissive authority for the County to self-collect as aforementioned described only upon a resolution adopted by the Baldwin County Commission. The Baldwin County Commission, during their November 21, 2000, regular meeting, adopted Resolution #2001-07 in order for the Baldwin County Commission to itself administer, collect and enforce all County Sales and Use Taxes for the Baldwin County Commission.

Section 45-2-243 also provides that if the County self collects that the Baldwin County Commission may retain no more than (2) percent of the total amount of taxes collected to be distributed to any other entity.

This agenda item addresses entering into a Sales and Use Tax Collection Agreement between the Baldwin County Commission and the Orange Beach City Board of Education in order for the Baldwin County Commission to begin collecting County Sales and Use Taxes for and due to the Orange Beach City Board of Education.

Previous Commission action/date: 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?
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: N/A

Individual(s) responsible for follow up: Administrative Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administrative staff to send correspondence and agreement to:

Mr. Ford Handley
Post Office Box 458
Orange Beach, Alabama 36561

CC: Ronald J. Cink, Heather A. Gwynn

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

SALES AND USE TAX COLLECTION AGREEMENT

(Orange Beach City Board of Education and Baldwin County Commission)

This SALES AND USE TAX COLLECTION AGREEMENT (the "Agreement") is made by and between the ORANGE BEACH CITY BOARD OF EDUCATION (the "Board"), and the BALDWIN COUNTY COMMISSION, the honorable county governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama (the "Commission").

The Board and Commission will operate under this Agreement whereby the Commission administers, collects, and enforces all county levied sales and use taxes where the tax revenue is paid in whole or in part to the Board, said instrument set to expire September 30, 2025.

Recitals:

1. Pursuant to Alabama law as set forth in Act No. 2000-445 (the "Act"), the Commission is authorized and empowered to enter into agreements to administer, collect and enforce certain taxes and fees.

2. Pursuant to Amendment No. 879 of the Constitution of Alabama 1901 ("Amendment No. 879"), the Commission is authorized to collect the county sales and use taxes and to enforce the provisions of Amendment No. 879, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

3. The Commission and Board desire to enter into this Agreement pursuant to the Act and Amendment No. 879 for the collection of revenue from sales taxes and use taxes for the Board.

1. Taxes Collected:

The taxes collected under this Agreement are all county levied sales and use taxes and all sales and use taxes levied under the authority of Amendment No. 879 where the tax revenue is paid in whole or in part to the Board ("the taxes").

2. Tax Collection by the Commission:

Subject to applicable laws, rules, regulations and procedures, the Commission will administer, collect and enforce the taxes. The taxes will be held in an interest-bearing account until remitted to the Board. The Commission will use its best efforts to administer, collect and enforce the taxes so that the Board receives timely payment of revenues due from the taxes. The Commission will employ qualified personnel provided with the office space and resources to administer, collect and enforce the taxes. In administering, collecting and enforcing the taxes, the Commission will indemnify and hold the Board harmless for liability arising from or in connection with any and all negligent, wanton or intentional acts or embezzlement by agents, servants, and employees of the Commission; provided that the Commission

shall not be liable to the Board for refunds, exemptions or claims for the reimbursement of taxes by taxpayers or otherwise.

3. Remittances to the Board:

The Commission will remit, bi-monthly, the Board's portion of the taxes to the Board as follows:

Beginning October 1, 2022, on the regular Commission meetings on the 1st and 3rd Tuesday of each consecutive month thereafter (or on the date of any rescheduled regular meeting of the Commission), the Commission will disburse to the Board all tax revenues collected by the Commission for the Board, together with the Board's share of interest earned thereon, during the previous month.

4. Records:

The Commission will retain all reports, records and other documents in connection with administering, collecting and enforcing the taxes for a period of five (5) years. On or before the date of each monthly remittance to the Board of the Board's portion of the taxes, the Commission will provide the Board with a full and complete report of tax collection activity which will include, without limitation, the fol1owing:

(a) The total amount of taxes collected during the previous month.

(b) That portion of the total taxes collected from use tax and that portion of the total taxes collected from sales tax.

(c) The total amount withheld for collection of taxes.

(d) The amount of interest earned on the collected taxes.

(e) Any and all other records reasonably requested in writing by the Board.

Subject to the applicable laws, rules, regulations and procedures, the Board shall have the right to inspect and copy any and all reports, records and correspondence of the Commission in connection with the Commission's administering, collecting and enforcing the taxes at any time, to audit the same in the collection premises and to take all action in connection with such audit.

5. Collection Costs to the Board:

The Board shall pay Commission two percent (2%) of gross taxes collected for administering, collecting and enforcing the taxes ("the Collection Cost").

6. Term:

This Agreement is for a term of three (3) years beginning October 1, 2022, and ending September 30, 2025. Provided, however, any party to this Agreement may terminate this Agreement by providing written notice of not less than ninety (90) days to the other party. In the event this Agreement is terminated by the Board during the term, the Board shall continue to pay its Collection Costs to the Commission for a period of six (6) months after termination.

7. Miscellaneous:

(a) Assignment. This Agreement may not be assigned by any party hereto without the consent of the other parties hereto.

(b) Successors Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Section and Paragraph Headings. The section and paragraph headings in this Agreement are for reference purposes only shall not affect the meaning or interpretation of this Agreement.

(d) Designation. The terms "the Board" and "the Commission" as used herein shall include agents, servants and employees of the Board and the Commission designated to act on their respective behalf.

(e) Amendment. This Agreement may be amended only by an instrument in writing executed by all parties hereto.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and supersedes all prior understandings with respect to the subject matter hereof.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

(h) Governing Law. This Agreement shall be construed and enforced under and in accordance with and governed by the Constitution and laws of the State of Alabama.

(i) Provision Severable. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of anyone or more of the provisions of this Agreement shall not affect the validity or enforceability of the other provisions.

(j) Compliance with Law. The Commission and the Board will comply at all times with all laws, rules and regulations of governmental authorities having jurisdiction and applicable to them under this Agreement including, without limitation, bid laws and rights protected by state and federal constitutions and statutes.

(k) Construction. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of any association between the Board and the Commission, and no acts by either the Board of the Commission shall be deemed to create such relationship.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the _____ day of _____, 2022.

ORANGE BEACH BOARD OF EDUCATION

_____
Robert Stuart, President

ATTEST:

_____
Randy Wilkes, Superintendent

BALDWIN COUNTY COMMISSION
The Honorable County Governing Body of Baldwin County, Alabama, and a political subdivision of the State of Alabama

_____
James E. Ball, As Its Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director

Attachment – Code of Alabama, 1975, as amended §45-2-243

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, Robert Stuart, as President of the Orange Beach Board of Education, and Randy Wilkes, Superintendent of the Orange Beach City Board of Education, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said The Orange Beach City Board of Education on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA)

BALDWIN COUNTY)

I, the undersigned authority, a Notary Public in and for said COUNTY in said state, hereby certify that, James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, who are known to me, acknowledged before me on this day that, being informed of the contents of said Sales and Use Tax Collection Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2022.

_____
NOTARY PUBLIC
My Commission Expires: _____

Amendment 879 ratified[edit]

Baldwin County: Tax - Schools; Sales and Use.

(a) As used in this amendment, the term "state sales tax" means the tax or taxes imposed by Division 1 of Article 1 of Chapter 23 and by Article 3 of Chapter 23 of Title 40 of the Code of Alabama 1975, as amended (herein called "the Code"), including all other statutes of the State of Alabama (herein called "the state") which expressly set forth any exemptions from the computation of the taxes levied in Division 1 or Article 3 and all other statutes which expressly apply to, or purport to affect, the administration of Division 1 or Article 3 and the incidence and collection of the taxes imposed therein; and the term "state use tax" means the tax or taxes imposed by either Article 2 or Article 3 of Chapter 23 of Title 40 of the Code, including all other statutes of the state which expressly set forth any exemptions from the computation of the tax levied in Article 2 or Article 3 and all other statutes of the state which expressly apply to, or purport to affect, the administration of Article 2 or Article 3 and the incidence and collection of the taxes imposed therein.

(b) Subject to the provisions of this amendment, there are hereby levied in Baldwin County (herein called "the county"), in addition to all other taxes now authorized, or that may hereafter be authorized by the Constitution and laws of Alabama, to be levied in the county, sales and use taxes (herein together called "the county sales and use taxes") that parallel, except for the rate or rates of such taxes (as hereinafter specified), the state sales tax and the state use tax. The duration of the levy of the county sales and use taxes hereunder shall be a period of five (5) years, commencing on June 1, 2013, subject to extension or renewal as authorized by the Legislature in accordance with a local legislative act.

(c) The rate of the county sales and use taxes shall be one percent on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (1), subdivision (2), or subdivision (5) of Section 40-23-2 of the Code, or (ii) subsection (a) of Section 40-23-61 of the Code.

(d) The rate of the county sales and use taxes shall be one-half of one percent (.5%) on any transaction that is subject to taxation by the state pursuant to the provisions of (i) either subdivision (3) or subdivision (4) of Section 40-23-2 of the Code; or (ii) either subsection (b) or subsection (c) of Section 40-23-61 of the Code; (iii) either Section 40-23-37 or Section 40-23-63, Code of Alabama 1975; or (iv) Article 3 of Chapter 23 of Title 40 of the Code, as the case may be.

(e) The county sales and use taxes shall, as the Baldwin County Commission (hereafter "the commission") may from time to time determine, be collected either by the commission or by any person, firm, or corporation (whether public or private) with which the commission may contract to collect the county sales and use taxes or any other tax or taxes levied by, or in, the county, all in accordance with, and subject to, applicable provisions of law as are from time to time in effect.

(f) All provisions of law from time to time in effect with respect to the payment, assessment, and collection of the state sales tax and the state use tax, and any and all reports, records, and penalties for failure to pay such taxes, the promulgation of rules and regulations with respect to such taxes, and the administration and enforcement of such taxes or such provisions of law (as the case may be), shall, to the extent not inconsistent with this amendment, apply to the county sales and use taxes.

(g) The commission shall remit to any local boards of education in the county in accordance with state law all amounts collected by the commission from the sales and use tax levied pursuant to the terms of this amendment, less collection fees charged by the commission in accordance with this amendment, applicable state law and any agreements entered into between the commission and the Baldwin County Board of Education or any local board of education in the county not inconsistent with this amendment or state law.

(h) Notwithstanding any provision of law now existing or hereafter enacted by the Legislature, the board of education shall pay, or shall cause to be paid, all costs and expenses incurred (whether by the state, the county or any other political subdivision or public body) in connection with the call, conduct, canvass or contest of any special election hereafter held (whether pursuant to, or in accordance with, the provisions of this amendment or otherwise) for the purpose of levying, or authorizing the levy of, any tax (regardless of the character or nature thereof) all or a majority of the revenues from

which may, prior to such special election, be dedicated by constitutional amendment, general law, statute, local legislative act or otherwise (or by ordinance or resolution of the commission) for public school or public educational purposes in the county, or which may be otherwise payable (or paid) to the Baldwin County Board of Education. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or termination of any sales or use tax levied, extended or renewed pursuant to other provisions of this amendment.

(i) The commission is hereby empowered to collect the county sales and use taxes and to enforce the provisions of this amendment, and it shall have and exercise all rights and remedies that the state has for the collection of the state sales tax and the state use tax (as the case may be).

(j) The foregoing provisions of this amendment shall be and are hereby declared to be self-executing; but the Legislature may enact general or local laws that implement, supplement or further any or all of the foregoing provisions of this amendment.

Section 45-2-243

Designees; compensation; powers.

(a) The Baldwin County Commission and any municipality located in Baldwin County, if authorized by resolution or ordinance duly adopted by the Baldwin County Commission or the governing body of the municipality, may enter into agreements by which a designee may administer and enforce any tax or license enacted by the county or a municipality, and collect the taxes and license fees due thereunder or, in the case of a county levied tax or license, the county commission may by resolution duly adopted, administer, collect, and enforce any county levied tax or license fee. For purposes of this section, a designee means any entity, person, or corporation, including, but not limited to, the State Department of Revenue, designated by resolution or ordinance of the Baldwin County Commission or a municipality to act for or on behalf of the county or municipality. A county or a municipality may agree to pay the designee compensation for its services, not to exceed three percent of the aggregate amount collected pursuant to the agreement, or in the event the county commission elects to administer, collect, and enforce a county levied tax or license fee, the county commission may retain not more than two percent of aggregate amount collected to be distributed to any other entity. Any contract or alteration thereto or any resolution made pursuant to this section under which revenue is collected for the Baldwin County Board of Education shall be approved by a resolution of the Baldwin County Board of Education prior to implementation and must be reviewed for renewal the third year of implementation and each subsequent three-year period thereafter.

(b) The designee, in the performance of any contract or agreement and the administration and enforcement of any local tax and license collection, or the county commission, shall have the same rights, remedies, powers, and authorities as would be available to the State Department of Revenue or the municipality if the tax or license collection were being administered and enforced by the State Department of Revenue or the municipality and shall report information on new accounts to the State Department of Revenue on a monthly basis; provided, however, that any rules and regulations adopted or utilized by Baldwin County or its designee shall be consistent with the rules and regulations of the State Department of Revenue.

(Act 95-664, p. 1376, §§1, 2; Act 2000-445, p. 802, §1.)

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION # 2001-07
OF THE
COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA

AUTHORIZING THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, TO ADMINISTER, COLLECT, AND ENFORCE, ALL SALES AND USE TAXES PRESENTLY AUTHORIZED BY LAW ON BEHALF OF THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, AND THE BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA.

WHEREAS, during the 2000 Regular Session of the Legislature of Alabama, the Legislature of Alabama enacted Act No. 2000-445 in regard to the collection of county levied tax for Baldwin County, Alabama; now therefore

BE IT RESOLVED BY THE COUNTY COMMISSION OF BALDWIN COUNTY, ALABAMA, IN REGULAR SESSION ASSEMBLED, That it does hereby elect to administer, collect, and enforce, all local sales and use taxes authorized by law for the County Commission of Baldwin County, Alabama, and the Board of Education of Baldwin County, Alabama, effective March 1, 2001, and that the services of the Alabama Department of Revenue shall be terminated effective that date.

FURTHER, BE IT RESOLVED, That pursuant to 11-3-11.3 (g), Chapter 3, Title 11, *Code of Alabama 1975*, the County Commission of Baldwin County, Alabama, does hereby elect, to assess interest at the rate of one percent (1%) per month on any delinquency and to pay interest at the rate of one percent (1%) per month on any refund of tax erroneously paid effective March 1, 2001.

FURTHER, BE IF RESOLVED, That a copy of this Resolution shall be forwarded to the Alabama Department of Revenue.

DONE, under the Seal of the County Commission of Baldwin County, Alabama, on this the 21st day of November, 2000.

T. Joe Faust, Sr., Chairman
County Commission of Baldwin County, Alabama

ATTEST:

Locke W. Williams, Clerk / Treasurer
County Commission of Baldwin County, Alabama

This Instrument prepared by:
Brenda Meade, B. C. Sales Tax Coordinator
D. A. Brewer, Asst. to County Commission

RESOLUTION NO. 22-053

A RESOLUTION ESTABLISHING A SCHOOL SYSTEM FOR THE CITY OF ORANGE BEACH, ALABAMA; ESTABLISHING A BOARD OF EDUCATION; AND PROVIDING FOR THE APPOINTMENT OF THE MEMBERS OF THE BOARD OF EDUCATION

FINDINGS:

1. The City of Orange Beach, Alabama, is a "City" within the meaning of the provisions of *Code of Alabama* § 16-11-1 (1975), as amended.
2. *Code of Alabama* § 16-11-1 et seq., (1975), as amended, provides that cities having a population of five thousand (5,000) or more inhabitants, according to the last federal census, may form a city school system.
3. The City is further authorized to organize and appoint a board of education vested with the general administration and supervision of the public schools and educational interests of the city school system.
4. The Mayor and City Council of the City of Orange Beach, Alabama, has determined that the best interests of the City and its citizens would be served by the establishment of a City Board of Education and the appointment of members thereto in accordance with the provisions of *Code of Alabama* § 16-11-1 et seq., (1975), as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ORANGE BEACH, ALABAMA, AS FOLLOWS:

1. That there is hereby established a public school system for the City of Orange Beach, Alabama, to be known as the Orange Beach City School System;
2. That there is hereby established a City Board of Education for the Orange Beach City School System (the "Orange Beach City Board of Education") to consist of five (5) members. The members shall be residents of the City of Orange Beach and shall not be members of the City Council. The members shall be selected based upon their character and fitness. The members shall be appointed by the City Council of the City of Orange each and shall serve a term of five (5) years; provided, however, that one member of the initial Orange Beach City Board of Education shall serve a term of one (1) year; one member of the initial Orange Beach City Board of Education shall serve a term of two (2) years; one member of the initial Orange Beach City Board of Education shall serve a term of three (3) years; one member of the initial Orange Beach City Board of Education shall serve a term of four (4) years; and one member of the initial Orange Beach City Board of Education shall serve a term of five (5) years; so that the term of one member shall expire annually;
3. That after the initial terms as designated above, each member of the Orange Beach City Board of Education shall serve for a term of five (5) years. In the event of a vacancy in the membership of the Orange Beach City Board of Education by resignation or otherwise, the successor shall be appointed as provided by the law to fill the vacancy for the unexpired term. A member shall serve on the Orange Beach City Board of Education until his or her successor assumes office; and
4. That the Orange Beach City Board of Education shall have all the power, authority, and duties as provided by law including, but not limited to, the administration and supervision of the public schools and education interests of the Orange Beach City School System and shall be responsible

to maintain and do all things necessary and proper for the management of the Orange Beach City School System.

ADOPTED THIS 15th DAY OF MARCH, 2022.

Tony Kennon
Mayor

CERTIFICATE

I, Renee Eberly, City Clerk of the City of Orange Beach, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. 22-053, which was duly and legally adopted at a regular meeting of the City Council on March 15, 2022.

Renee Eberly
City Clerk

CITY OF ORANGE BEACH CORPORATE SEAL ALABAMA

Baldwin County Commission

Agenda Action Form

File #: 22-1141, **Version:** 1 **Item #:** CI1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Kelly Childress, Council on Aging Coordinator
Submitted by: Beverly Johnson, Administrative Assistant

ITEM TITLE
Fiscal Year 2022-2023 Title III Older Americans Act Contract with South Alabama Regional Planning Commission

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Fiscal Year 2022-2023 Contract for Services under the Title III Older Americans Act (Contract #302-AAA-2023) with a beginning date of October 1, 2022, and an ending date of September 30, 2023, with South Alabama Regional Planning Commission (SARPC), which allocates $121,552.00 in Federal funds and $23,500.00 in State funds (totaling $145,052.00), to the Council on Aging for operating expenses related to providing services for older individuals throughout Baldwin County; and

2) Authorize the Chairman to execute the Contract for Services and any related documents.

This Contract will be effective October 1, 2022 and terminates September 30, 2023.

BACKGROUND INFORMATION

Previous Commission action/date:
June 7, 2022: Approved the Baldwin County Council on Aging Coordinator to submit the South Alabama Regional Planning Commission/Area Agency on Aging Application for Title III Funding for FY 2023, requesting funds in the amount of $207,032.00 effective October 1, 2022 through September 30, 2023. Said funding to support the operations of the Baldwin County Council on Aging program.

Background: Each year the South Alabama Regional Planning Commission provides Title III Federal funds and State funds to support the operations of the Baldwin County Council on Aging programs. This contract is for Fiscal Year 2022-2023, from October 1, 2022, through September 30, 2023.

FINANCIAL IMPACT

Total cost of recommendation: Upon approval, Council on Aging would RECEIVE $145,052.00 in Title III Funding from SARPC in Fiscal Year 2022-2023.

Budget line item(s) to be used: 140.44400 (Revenue)

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: Under review by 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: As soon as possible.

Individual(s) responsible for follow up: Administration Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed):
This document requires the signature of the Commission Chairman and County Administrator as soon as possible upon approval. There are 2 original contracts.

Administration staff to obtain signatures and provide a cover letter addressed to:

South Alabama Regional Planning Commission
ATTN: Julie McGee, Area Agency on Aging Director
P.O. Box 1655
Mobile, Alabama 36633

Administration to copy Council on Aging on the letter and signed contract.

1) Mail ONE fully executed original contract to Julie McGee, Director, Area Agency on Aging. Forward

the second fully executed original contract to the Council on Aging.
2) Council on Aging to submit weekly and monthly reports as outlined in the contract and copy the budget staff on all requests for payment.

Additional instructions/notes: N/A

South Alabama Regional Planning Commission

William S. Stimpson, Chairman • Charles H. Murphy, Vice-Chairman
James R. Staff, Secretary - Treasurer • John F. Rhodes, Executive Director

July 21, 2022

Baldwin County Council on Aging
ATTN: Kelly Childress
22251 Palmer Street
Robertsdale, AL 36567

RE: Contracts FY 2023

Dear Ms. Childress:

Thank you for your application for Title III funds for FY 2023. Based on available funding from the Alabama Department of Senior Services, you have been awarded $145,052. Please find enclosed two signed Title III Contracts for FY 2023. Please have the appropriate person sign and have their signature attested on both copies. Please note that multiple pages need signatures. Keep one copy for your files and return one copy to the Area Agency on Aging.

In the past, reporting 1/12th of your budget was allowed. This is no longer allowed by the State. Please report actual figures spent monthly on your aging program. You may request the spreadsheet of this report by contacting Rita Thompson, Grants Manager, at 251-706-4643 or rthompson@sarpc.org at our office. This report must be filled out and returned to our office by the 5th of the following month expenses were incurred. If you are reporting salaries, you will need to provide a breakdown of salaries and fringe benefits by job position. Please note that delinquent reporting may delay your receipt of Title III payments from our Agency.

There has been a substantial increase in the costs of meals provided by GA Foods. Based on the number of meals served to date in FY 2022, your FY 2023 meals costs will be $86,424 for congregate meals and home-delivered meals. These are provided to you at no cost, but provide you with a more complete picture of aging funds awarded to support your senior nutrition center. Donations help offset the increasing meal costs and we request that you turn in all donations for meals to our office monthly along with the Report of Expenditures.

We look forward to working with you in FY 2023 to support older adults in your community.

Sincerely,

Julia McGee

Julia McGee, Director
Area Agency on Aging

Enclosures

110 Beauregard Street, Suite 207 • Post Office Box 1665 • Mobile, Alabama 36633 • Phone (251) 433-6541 • Fax (251) 433-6009 • http://www.sarpc.org

CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT

October 1, 2022 - September 30, 2023

This Agreement, entered into as of this 1st day of October 2022, by and between the Baldwin County Commission (herein called the "Contractor"), and the South Alabama Regional Planning Commission (herein called the "Planning Agency"),

WITNESSETH

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

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

   Baldwin County, Alabama

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.

4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2023.

5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.

6. Compensation.

   a. Federal Funds. The Planning Agency agrees to pay the Contractor the total sum of One Hundred Twenty-one Thousand Five Hundred Fifty-two Dollars ($121,552) for the services described herein.

   b. State Funds. The Planning Agency agrees to pay the Contractor the total sum of Twenty-three Thousand Five Hundred Dollars ($23,500) for the services described herein.

   c. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of Six Hundred Twenty-six Thousand Five Hundred Ninety-four Dollars ($626,594) in cash or in-kind services.

   d. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is Seven Hundred Seventy-one Thousand Six Hundred Forty-six Dollars ($771,646).

   e. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate and/or

home delivered meals per day of operation at each SAIL Center, beginning October 1, 2021 and ending September 30, 2022. The actual number of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.

b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the Baldwin County Commission for approved expenditures such that:

The contractor shall spend, but not exceed, one twelfth (1/12) or Twelve Thousand Eighty-seven Dollars ($12,087) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.

c. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:

i. **Weekly reports are due on the first work day of the week following their completion.**

ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2022 through October 2023, covering the previous 30-day period.**

iii. **Final financial reports are due on October 5, 2023.**

d. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of One Hundred Forty-five Thousand Fifty-two Dollars ($145,052) for all of the services required.

e. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.

8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate or home delivered meal participants must be reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was

developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.

10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.

11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.

12. Insurance and Bonding Requirements. The Contractor shall furnish the Planning Agency a Certificate of Insurance naming the South Alabama Regional Planning Commission as Certificate Holder on all insurance policies: Liability, Automobile, Workmen's Compensation, Fidelity Bond, etc. Upon renewal of existing insurance coverages, a copy shall be sent to the Planning Agency assuring the continued coverages for the program year.

13. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of $100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.

14. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.

15. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

16. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.

17. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.

18. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

    The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

    Specifically, the Contractor must account for:

    a. Ensure that all services or benefits under this program are provided on a non-discriminatory basis.

    b. Make available, without distinction on the grounds of race, color, national origin, sex, age, or disability, the use of any facility, e.g. any room, equipment, office, waiting rooms, restrooms, restaurant, recreational facilities, or concessions.

    c. Afford opportunities for participation on a non-discriminatory basis in the project such as conferences, observers, consultants, advisors, members of review committees, or as volunteers.

    d. Comply with the provisions off all above mentioned Acts and other regulations. Specific methods by which beneficiaries are to be informed of this policy should include public statements, press, radio, meetings, letters, brochures, posted notices, and meetings with community groups.

    e. Train or orient staff members regarding non-discriminatory policies and requirements for implementing Title VI of the Civil Rights Act of 1964, as amended; the Age Discrimination

Act of 1967, as amended; and the Americans With Disabilities Act of 1990.

f. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.

g. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:

- Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.
- Audible: oral, radio, telephone, voice mail systems, etc.
- Electronic: TDD's, computer, bulletin boards, etc.
- Tactile: raised letter signage, Braille, "hands-on" programs, etc.

h. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.

i. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

19. Equal Employment Opportunity.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. 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 consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.

c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Hold Harmless and Indemnification Clause. The Contractor agrees to hold the Planning Agency harmless from any liability for any damages arising from any acts or omissions occurring in connection with Contractor's performance under this contract.

20. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

21. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services, the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

22. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

Julie McGee
Area Agency on Aging Director

GRANTOR:
SOUTH ALABAMA REGIONAL PLANNING COMMISSION

John F. Rhodes
Executive Director

ATTEST:

By:_____

CONTRACTOR
BALDWIN COUNTY COMMISSION

By: _____

Title:_____

Federal Employer I.D. Number: _____

EXHIBIT I

FY 2023

Scope of Services

Baldwin County Commission

Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least four days a week with particular emphasis on low-income and minority elderly. Transportation and escort services will be made available for the following:

a. Attendance at the following Nutrition Centers (SAIL) on a daily basis:

- Ellisville
- City of Bay Minette
- City of Daphne
- Town of Summerdale
- Vaughn
- Little River

b. Elderly persons attending the Nutrition Centers may have transportation services available to them on a scheduled basis for the following:

- Special Events/Senior Picnic in Baldwin County
- Assistance with home delivered meals (if needed)

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural, and minority members, and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches, to caregivers and through programs that address low-income persons, low income minority, rural and high risk populations such as persons with disabilities, dementia or Alzheimer's disease, advanced age, non-English speaking, living alone, and social isolated individuals. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Aging Services

Contractor will continue to provide an information and referral service in cooperation with the

Department of Human Resources and other agencies, particularly the Area Agency on Aging Aging and Disability Resource Center and 211 services. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor will provide assistance in the distribution of information to isolated, low-income, rural, and/or minority elderly.

The Contractor will provide health insurance counseling for persons on Medicare in cooperation with the Planning Agency's State Health Insurance Program, assist with benefit screening and SNAP, LIS, and MSP applications, provide in-home assessments for certain older adults receiving frozen door to door home delivered meals, and will provide short term case management for older citizens of Baldwin County when assessing their needs and delivering services .Services and demographic information will be recorded utilizing data management systems or other reports at the direction of the Planning Agency.

B. County Coordinator

The Contractor will provide a County Coordinator to coordinate services to the elderly such as scheduling of transportation; coordinator of social service activities for the Senior Nutrition SAIL Program, work with nursing homes, Retired Senior Volunteer Program, senior citizen clubs and social service agencies, to provide outreach services to isolated elderly, and to coordinate any other services or activities as deemed necessary.

C. SenioRx

The Contractor will provide the SenioRx program for Baldwin County residents. Contractor is to provide outreach services to inform the public about the availability of the SenioRx program, to include regular visitation to Bay Minette in addition to other County outreach activities. Duties include assisting eligible persons with applications for free or discounted prescription drug programs, utilizing the RX Assist Plus software system. Eligible persons are 1) Seniors 55+ years of age and those who are at risk for losing medication coverage due to the donut hole or choices in Medicare part D plans; and 2) Although the target population to serve is those 55 and older, agencies can serve adults of any age who have a doctor's declaration of disability, have applied for Social Security Disability, or who have been deemed disabled and are in the 24 month waiting period if prescription assistance is available. While all goals and objectives on numbers of persons to be served are based on those at 200% of the poverty level; individuals who qualify for prescription drug coverage at higher percentages of poverty level, determined by various companies, can be served through this program.

D. Nutrition Center Operation

1. Provide one (1) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. Provide one (1) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.

3. The nutrition center or community center when applicable must stay open for 4 hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not

being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.

4. Arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.

5. Provide supportive services as addressed in the Title III Rules and Regulations.

E. Meals

1. The Contractor will receive no less than 25 congregate and/or home delivered meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

2. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS report substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 10	Columbus Day
November 11	Veterans Day
November 24-25	Thanksgiving
December 26-30	Christmas
January 2	New Year's Day
January 16	Martin Luther King
February 20	President's Day
February 20-21	Mardi Gras
April 7	Good Friday
April 24	State Holiday
May 29	Memorial Day
June 5	State Holiday
June 19	Juneteenth
July 4	Independence Day
September 4	Labor Day

F. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

G. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

H. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or

equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

I. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.

    a. Weekly meal report and voucher
    b. Monthly supportive and services report
    c. Monthly attendance log

3. Monthly Aging Information Management System (AIMS) reports must be completed on-line and by the 10th of the month following the month of delivered services.

J. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

K. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR Baldwin County Commission **TYPE OF GRANT:**

CONTRACT NUMBER 302-AAA-2023

X	Title III-B
X	Title III-C-1
X	Title III-C-2
	Title III-D
	Title III-F
X	Other-Rx

CONTRACT PERIOD: **FROM** October 1, 2022 **THRU** September 30, 2023

CATEGORY	FEDERAL FUNDS/ SENIORx FUNDS	ESTIMATED LOCAL RESOURCES Local Cash	In-Kind	TOTAL
Personnel*	76,979	547,688		624,667
Personnel Travel	2,627	2,414		5,041
Space				
Utilities	2,100	8,800		10,900
Postage & Telephone	2,200	10,500		12,700
Supplies		12,400		12,400
Training		300		300
Transportation	61,146	5,346		66,492
Insurance		12,050		12,050
Office Furniture & Other Equipment				
Other		27,096		27,096
TOTAL	145,052	626,594		771,646

*** Breakdown of personnel costs**

Job Description	Title III/SenioRx Funds	Local Cash	Total
COA Coordinator	0	102,520	102,520
Administrative Support Spec	12,748	55,702	68,450
Case Manager CR	10,000	54,384	64,384
Case Manager KB	10,000	37,922	47,922
Case Worker - KP	0	62,590	62,590
Case Worker - SM	13,500	46,292	59,792
Office Assistant IV	0	48,338	48,338
Office Assist IV -- PT	0	21,612	21,612
Center Manager-Loxley	11,504	33,454	44,958
PT Asst. Loxley	0	19,227	19,227
PT Loxley Driver	0	22,785	22,785
Center Manager -- Little River	19,227	0	19,227
PT Asst. – Little River	0	19,227	19,227
TOTAL	76,979	547,688	624,667

**** Breakdown of other costs**

Description	Local Cash
Copy Machine	2,000
Computer & Software Maintenance	900
Computer Support Services	4,242
Pest Control	250
Drug Test	250
Bank Fees	400
Advertising	1,600
Contract Services	13,854
Building Repairs & Maintenance	2,000
Dues	100
Materials	1,500
TOTAL	27,096

EXHIBIT III

ASSURANCE ON COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITILE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CPR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT IV

ASSURANCE ON COMPLIANCE WITH THE U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Title III Contractor, the Baldwin County Commission, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT V

ASSURANCE OF COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors, and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor and host agency that knowingly fail to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2022

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VI

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 office 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 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 Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Date: October 1, 2022

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

EXHIBIT VII

ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF LOWER INCOME MINORITY {SEC. 306 8 (A) (5) (a) (II)}

The BALDWIN COUNTY COUNCIL ON AGING (BCCOA) offers many special programs specifically targeting the needs of lower income minorities. For example, at no charge the BCCOA offers: transportation and escort services, healthcare screenings and exams, exercise sessions, socialization, medical appliances and devices, case management, emergency assistance, legal counseling services, information referral, prescription assistance, and resource identification services.

To ensure the health and well-being of lower income minorities, the BCCOA provides both regularly scheduled and as needed transportation for: essentials shopping assistance, medicines, medical appointments and to and from nutritional centers.

The BCCOA sponsors regularly scheduled and as needed healthcare screening programs designed to address the high risk medical needs of the minority population. Blood pressure, blood sugar and cholesterol screenings are provided monthly for helpful monitoring of this high-risk population. The BCCOA sponsors free eye and hearing exams and assists in obtaining glasses and hearing aids for those who cannot afford them. We provide free redistribution of essential healthcare appliances such as: wheelchairs, walkers, canes, crutches, bathing seats, elder potty chairs, hospital beds etc. Opportunities for socialization, health education, exercise and resources information are provided free at both the nutritional centers and the BCCOA office.

The BCCOA offers individualized case management, outreach and follow-up services to identify and obtain resources helpful to lower income minorities. Many lower income minority elderly often face emergency situations almost daily. For example: they may not be able to pay bills for utilities, or they desperately need essentials such as food or medicines. We provide direct and immediate help by identifying resources that provide emergency aid, and acting on their behalf, we provide the necessary follow-up to ensure that essential needs are met. In addition, the BCCOA then provides counseling and referral services to address the long-term needs of lower income minorities.

DATE: October 1, 2022

BALDWIN COUNTY COMMISSION
Sub-grantee

By: _____

Attest: _____

Title: _____

EXHIBIT VIII

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion - Lower Tier Covered Transactions

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2022

Baldwin County Commission
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

Baldwin County Commission

Agenda Action Form

File #: 22-1405, **Version:** 1 **Item #:** CJ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Huey Hoss Mack, Sheriff of Baldwin County
Submitted by: Kim Kelly, Finance Manager BCSO

ITEM TITLE
Baldwin County Sheriff's Office - Tri-party Intergovernmental Service Agreement with City of Bay Minette for Housing of Prisoners at Baldwin County Corrections Center

STAFF RECOMMENDATION
Approve the Tri-Party Intergovernmental Service Agreement between the City of Bay Minette, Baldwin County Sheriff's Office, and the Baldwin County Commission for the housing of the City of Bay Minette inmates at the Baldwin County Corrections Center. The agreement will commence on October 1, 2022, and terminate on September 30, 2023, or upon written notification by either party within requires sixty (60) days.

BACKGROUND INFORMATION

Background: The City of Bay Minette contracts with the Baldwin County Sheriff's Office and the Baldwin County Commission to house its inmates. The Tri-Party Intergovernmental Service Agreement with the City of Bay Minette, Baldwin County Sheriff's Office and the Baldwin County Commission has been approved each year since October 1, 2008.

Previous Commission action/date: 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?
Yes

Reviewed/approved by: Approved by County Attorney on 8/29/2022 kk.

Additional comments: N/A

ADVERTISING REQUIREMENTS

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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):
Mail Contract to the following for signature
The Honorable Robert Wills, Mayor
City of Bay Minette
301 D'Olive Street
Bay Minette, Alabama 36507

Additional instructions/notes: Once Contract is fully executed by the County Commission send a copy of fully executed contract to Mayor Wills at the address listed above and a copy to Sheriff Mack at hmack@baldwincountyal.gov

STATE OF ALABAMA

COUNTY OF BALDWIN

TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT (a/k/a "Agreement") is entered into between the CITY OF BAY MINETTE, ALABAMA (hereafter the "CITY"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

WHEREAS the CITY, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all their obligations under the Agreement; and

WHEREAS, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and CITY.

NOW, THEREFORE, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the CITY, the COUNTY and the SHERIFF do hereby agree as follows:

ARTICLE I. Definitions

a. "CITY" - the City of Bay Minette, Alabama.
b. "COUNTY" - the County of Baldwin, Alabama.
c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

ARTICLE II. Services Provided

Upon request of the CITY, the SHERIFF may house and care for prisoners arrested by the CITY Police Department or sentenced to jail by the CITY Court and may hold them until released by order of the CITY Court.

ARTICLE III. Payment

The CITY will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a CITY prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.

For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a CITY prisoner will be counted as a full day.

ARTICLE IV. Responsibility For Prisoners

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the CITY to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the CITY or the prisoner is released on order of the CITY or checked out of the Baldwin County Corrections Center in writing to a CITY Police Officer.

CITY will identify CITY prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for CITY Court that day. CITY official or Officer will check out CITY prisoner at approximately 3:00 p.m. the day of CITY Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

CITY prisoners will not be released from custody of the Sheriff of Baldwin County directly from CITY Court. If CITY Court issues a release order as part of a hearing, the CITY prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the CITY Court.

CITY will maintain accountability of and manage the incarceration of CITY prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

ARTICLE V. Medical Services

The provision of health care services for CITY prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the CITY prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the CITY.

The CITY prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the CITY prisoner, that expense will become the responsibility of the CITY upon release of the CITY Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the CITY's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the CITY Police Chief or other appropriate CITY official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to CITY prisoners. CITY official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the CITY prisoner without prior notification to the CITY.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the CITY Police Chief or other

appropriate CITY official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for CITY prisoners will be the responsibility of the CITY.

ARTICLE VI. Transportation

Transportation of CITY prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the CITY. Whenever a CITY prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the CITY.

ARTICLE VII. Emergencies

The SHERIFF may, without explanation, deny housing to any CITY prisoner. Upon request of the SHERIFF, the CITY will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying CITY prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the CITY Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the CITY and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the CITY will be that which a reasonable and prudent person would deem appropriate.

ARTICLE VIII. Bonding Activities

CITY will provide to SHERIFF, and maintain in a current state, a list of CITY approved Bonding Companies authorized to provide services to CITY prisoners. Cash bonds for CITY prisoners will not be accepted by SHERIFF. They will be accepted only by CITY at its business location. In order for a CITY prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a CITY official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of CITY prisoner will be affected therefrom.

ARTICLE IX. Fees and Adjustments

The current daily fee schedule of $55.00 per day for CITY prisoner housing and related services as stated herein shall be effective from October 1, 2022, through September 30, 2023.

Billing address is City of Bay Minette, ATTN: Heather Ford, 301 D'Olive Street, Bay Minette, Alabama 36507.

ARTICLE X. Assignment and Agency

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

ARTICLE XI. Warranties And Representations

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party 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.

ARTICLE XII. Duration, Term and Binding Effect

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2023.

This Agreement shall be binding upon and shall inure to the benefit of the CITY, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

ARTICLE XIII. 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, agreements, or representations whatsoever, whether express or implied.

ARTICLE XIV. 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 XV. Enforcement and Non-Waiver

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, CITY has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the _____ day of _____, 2022.

BALDWIN COUNTY SHERIFF'S OFFICE
"SHERIFF"

By: _____
Huey Hoss Mack
Sheriff, Baldwin County

ATTEST:

By: _____
Anthony E. Lowery
As: Chief Deputy

CITY OF BAY MINETTE, ALABAMA
"CITY"

By: _____
Robert Wills
Mayor, City of Bay Minette

ATTEST:

By: _____
Rita Diedtrich
As: City Clerk/Treasurer

BALDWIN COUNTY, ALABAMA
"COUNTY"

By: _____
James E. Ball
Chairman, Baldwin County Commission

ATTEST:

By: _____
Ronald J Cink,
Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1404, **Version:** 1 **Item #:** CJ2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Huey Hoss Mack, Sheriff of Baldwin County, Alabama
Submitted by: Kim Kelly, Finance Manager BCSO

ITEM TITLE
Baldwin County Sheriff's Office - Tri-party Intergovernmental Service Agreement with City of Loxley for Housing of Prisoners at Baldwin County Corrections Center

STAFF RECOMMENDATION
Approve the Tri-Party Intergovernmental Service Agreement between the City of Loxley, Baldwin County Sheriff's Office, and the Baldwin County Commission for the housing of the City of Loxley inmates at the Baldwin County Corrections Center. The agreement will commence on October 1, 2022, and terminate on September 30, 2023, or upon written notification of termination by either party within the required 60 days.

BACKGROUND INFORMATION

Background: The City of Loxley contracts with the Baldwin County Sheriff's Office and the Baldwin County Commission to house its inmates. The Tri-Party Intergovernmental Service Agreement between the City of Loxley, Baldwin County Sheriff's Office and the Baldwin County Commission has been approved each year since October 1, 2008.

Previous Commission action/date: 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?
Yes

Reviewed/approved by: Approved by County Attorney on 8/29/2022 kk

Additional comments: N/A

ADVERTISING REQUIREMENTS

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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):
Mail the contract to the following for signatures:
The Honorable Richard L. Teal, Mayor
City of Loxley
Post Office Box 9
Loxley, Alabama 36551

Additional instructions/notes: Once contract is fully executed mail a copy of the fully executed contract to the address listed above and email a copy to Sheriff Mack at hmack@baldwincountyal.gov

STATE OF ALABAMA

COUNTY OF BALDWIN

TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THIS TRI-PARTY AGREEMENT (a/k/a "Agreement") is entered into between the CITY OF LOXLEY, ALABAMA (hereafter the "CITY"), the BALDWIN COUNTY COMMISSION (hereafter the "COUNTY"), and the SHERIFF OF BALDWIN COUNTY, ALABAMA (hereafter the "SHERIFF"), all jointly referred to as the Parties; and

WHEREAS, the CITY, COUNTY, and the SHERIFF are all duly organized and existing under the Constitution and laws of the State of Alabama and are all authorized under such Constitution and laws of the State to enter into this Tri-Party Agreement, to perform transactions contemplated hereby, and to perform all of their obligations under the Agreement; and

WHEREAS, the SHERIFF, as the authority in charge of the overall operation of the Baldwin County Correctional Center, has agreed to and hereby joins the furtherance of such commitments entered into by the COUNTY and CITY.

NOW, THEREFORE, in consideration of the premises and the mutual tri-party covenants contained within this Agreement, the sufficiency whereof are hereby acknowledged, the CITY, the COUNTY and the SHERIFF do hereby agree as follows:

ARTICLE I. Definitions

a. "CITY" - the City of Loxley, Alabama.
b. "COUNTY" - the County of Baldwin, Alabama.
c. "SHERIFF" - the Sheriff of Baldwin County, Alabama.
d. "Baldwin County Corrections Center" - any correctional facility that may be operated by the SHERIFF.
e. "Baldwin County Corrections Center Medical Staff" - Those professionals/individuals employed by the SHERIFF either under contract, under the Baldwin County Sheriff's Office Personnel System, or otherwise engaged for the purposes of providing medical care to prisoners in the custody of the SHERIFF.
f. "Emergency" or "Non-Emergency" - any situation that is determined to be such in the professional opinion of the SHERIFF or staff of the Baldwin County Sheriff's Office.
g. "Outside Medicine" or "Outside Medical Services" - Medication and medical services provided by anyone other than the Baldwin County Correction's Center medical staff.

ARTICLE II. Services Provided

Upon request of the CITY, the SHERIFF may house and care for prisoners arrested by the CITY Police Department or sentenced to jail by the CITY Court and may hold them until released by order of the CITY Court.

ARTICLE III. Payment

The CITY will pay the SHERIFF the appropriate daily fee for each twenty-four (24) hour period that a CITY prisoner is housed in the Baldwin County Corrections Center. Payment will be made payable to the SHERIFF within thirty (30) days of invoicing by the SHERIFF.

For billing purposes, housing days will be considered calendar days beginning at 0001 (00:01 a.m.) and ending at 2400 (12:00 a.m.) daily. Any part of any day of incarceration of a CITY prisoner will be counted as a full day.

ARTICLE IV. Responsibility For Prisoners

Once a prisoner is booked into the Baldwin County Corrections Center and legal custody is transferred from the CITY to the SHERIFF, the prisoner's health, safety, and welfare becomes the responsibility of the SHERIFF until legal custody of the prisoner is transferred back to the CITY or the prisoner is released on order of the CITY or checked out of the Baldwin County Corrections Center in writing to a CITY Police Officer.

CITY will identify CITY prisoners to jail personnel in writing on or before 9:00 a.m. each day who are scheduled for CITY Court that day. CITY official or Officer will check out CITY prisoner at approximately 3:00 p.m. the day of CITY Court and return prisoner to Baldwin County Corrections Center by approximately 4:30 p.m. the same day.

CITY prisoners will not be released from custody of the Sheriff of Baldwin County directly from CITY Court. If CITY Court issues a release order as part of a hearing, the CITY prisoner will be returned to the Baldwin County Corrections Center where they will be processed for release in accordance with the order of the CITY Court.

CITY will maintain accountability of and manage the incarceration of CITY prisoners using the Baldwin County Sheriff's Office website using access passwords assigned by SHERIFF.

ARTICLE V. Medical Services

The provision of health care services for CITY prisoners housed in the Baldwin County Corrections Center is the responsibility of the SHERIFF. The cost of all prescription medications issued to the CITY prisoner and the cost of any medical service provided to them by anyone other than the Baldwin County Corrections Center medical staff is not covered by nor included in the agreed daily fee as set out herein, and payment for those prescription medications and outside medical services is the responsibility of the CITY.

The CITY prisoner provided "in-house" medical care by the Baldwin County Corrections Center will be charged a "co-pay" against their Inmate Commissary Account for each activity depending on the prescription or non-prescription medication or medical/dental service provided to them. The "co-pay" rates will be as determined by the SHERIFF and will be the same as charged other inmates. If incurred "co-pay" expenses are not paid directly by the CITY prisoner, that expense will become the responsibility of the CITY upon release of the CITY Prisoner and will be above and beyond the daily fee established in Article IX appearing hereinbelow.

The SHERIFF will take the following actions to limit the CITY's financial liability for prisoner medical services:

A. In non-emergency situations, the SHERIFF will cause the Baldwin County Corrections Center staff to inform the CITY Police Chief or other appropriate CITY official in writing via facsimile machine, email, or hard copy paper before providing prescription medications or outside medical services to CITY prisoners. CITY official will respond in writing with approval/disapproval via a like manner. Routine over-the-counter medications and medical/dental evaluations and services will be provided to the CITY prisoner without prior notification to the CITY.

B. In emergency situations, the SHERIFF will cause the Baldwin County Correction Center staff to inform the CITY Police Chief or other

appropriate CITY official of the circumstances as soon as practical after the immediate emergency has stabilized.

C. Costs associated with the provision of all prescription medications and the treatment of all pre-existing medical conditions, regardless of the severity of the condition, for CITY prisoners will be the responsibility of the CITY.

ARTICLE VI. Transportation

Transportation of CITY prisoners to and from the Baldwin County Corrections Center, for any purpose and for any duration, will be the responsibility of the CITY. Whenever a CITY prisoner is temporarily removed from the Baldwin County Corrections Center (including hospitalizations, hearings, medical/dental/mental health appointments, etc.), security for that prisoner will be the responsibility of the CITY.

ARTICLE VII. Emergencies

The SHERIFF may, without explanation, deny housing to any CITY prisoner. Upon request of the SHERIFF, the CITY will cooperate with the SHERIFF and the COUNTY to seek judicial discharge of qualifying CITY prisoners.

During an operational emergency at the Baldwin County Corrections Center as declared by the SHERIFF, the CITY Police Department will provide backup support to the Correctional Center staff under the terms of a law enforcement mutual aid agreement between the CITY and the SHERIFF. If a formal law enforcement mutual aid agreement between the parties hereto does not exist, then the level of support provided by the CITY will be that which a reasonable and prudent person would deem appropriate.

ARTICLE VIII. Bonding Activities

CITY will provide to SHERIFF, and maintain in a current state, a list of CITY approved Bonding Companies authorized to provide services to CITY prisoners. Cash bonds for CITY prisoners will not be accepted by SHERIFF. They will be accepted only by CITY at its business location. In order for a CITY prisoner to be released by SHERIFF on Cash bond documents, they will be signed by a CITY official and faxed to SHERIFF. Bonding Company documents will be accepted directly by SHERIFF, and release of CITY prisoner will be affected therefrom.

ARTICLE IX. Fees and Adjustments

The current daily fee schedule of $62.00 per day for CITY prisoner housing and related services as stated herein shall be effective from October 1, 2022, through September 30, 2023.

Billing address is City of Loxley, ATTN: Melissa Lawrence P.O. Box 9, Loxley, Alabama 36551.

ARTICLE X. Assignment and Agency

The parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise convey any interest, rights or obligations provided or contained herein in whole or in part at any time.

Furthermore, nothing in this Agreement, either written or implied, shall create or give the impression that any party hereto is an agent of the other. The establishment of an agency relationship is contrary to the intentions of the parties hereto and is hereby strictly prohibited.

ARTICLE XI. Warranties And Representations

The execution and delivery of this Tri-Party Agreement have been duly authorized by all necessary actions of the governing body, and such actions are in compliance with all public bidding and other state and federal laws applicable.

This Tri-Party Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and is enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Tri-Party 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.

ARTICLE XII. Duration, Term and Binding Effect

To the extent allowed by law, this Agreement will govern and be binding upon the parties hereto and will continue in effect until this Tri-Party Agreement is amended or properly altered to that effect by all parties hereto; otherwise, this Agreement shall terminate on September 30, 2023.

This Agreement shall be binding upon and shall inure to the benefit of the CITY, the COUNTY, the SHERIFF and their respective successors.

Notwithstanding any provision within this Agreement, any party hereto may terminate this Agreement, with or without cause, with a sixty (60) day written notification to all other parties hereto.

ARTICLE XIII. 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, agreements, or representations whatsoever, whether express or implied.

ARTICLE XIV. 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 XV. Enforcement and Non Waiver

The failure of any party hereto to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this TRI-PARTY AGREEMENT shall not constitute or be construed as a waiver or relinquishment of the right of the party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

IN WITNESS WHEREOF, CITY has caused this TRI-PARTY INTERGOVERNMENTAL SERVICE AGREEMENT to be executed by its duly authorized officer and representative, the COUNTY has caused this Agreement to be executed by its duly authorized officer and representative, and the SHERIFF has caused the Agreement to be executed by its duly authorized officer and representative, and the Agreement is deemed to be dated on the _____ day of _____, 2021.

BALDWIN COUNTY SHERIFF'S OFFICE
"SHERIFF"

By: _____
Hoss Mack
Sheriff, Baldwin County

ATTEST:

By: _____
Anthony E. Lowery
As: Chief Deputy

CITY OF LOXLEY, ALABAMA
"CITY"

By_____ Huey
Richard L. Teal
Mayor, City of Loxley

ATTEST:

By: _____
Melissa Lawrence
As: City Clerk/Treasurer

BALDWIN COUNTY, ALABAMA
"COUNTY"

By: _____
James E. Ball
Chairman, Baldwin County Commission

ATTEST:

By: _____
Ronald J. Cink
Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1032, **Version:** 1 **Item #:** CJ3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Huey Hoss Mack, Sheriff of Baldwin County
Submitted by: Connie Dudgeon, Director of Finance, BCSO

ITEM TITLE
Baldwin County Sheriff's Office - Memorandums of Understanding for School Resource Officer (SRO) Program at Baldwin County Public Schools

STAFF RECOMMENDATION
Approve the Memorandums of Understanding (MOUs) between the Baldwin County Commission, Baldwin County Sheriff's Office, Baldwin County Board of Education and the following municipalities/police departments in Baldwin County, Alabama, which outlines the purpose, goals, objectives, and procedures for the administration of the School Resource Officer (SRO) Program within each respective municipality:

City of Bay Minette

City of Daphne

Town of Elberta

City of Fairhope

City of Foley

City of Loxley

City of Robertsdale

Town of Silverhill

City of Spanish Fort

Town of Summerdale

Baldwin County Sheriff's Office

This Memorandums of Understanding shall be effective as of August 12, 2022, and shall remain in effect for a period of one year from the effective date, unless any party elects to terminate the MOUs by giving one hundred eighty (180) days written notice of such termination to the other parties.

BACKGROUND INFORMATION

Background: The Baldwin County Commission (BCC), Baldwin County Sheriff's Office (BCSO), Baldwin County Board of Education (BCBE) and certain Baldwin County municipalities have agreed to work together to help in the establishment of a SRO Program at the public schools within Baldwin County. The Municipality and the BCBE will provide funding and personnel for the SRO Program within the Municipality and the BCSO and BCC will provide administrative assistance for the SRO Program within the Municipality pursuant to the MOUs.

The SRO Program involves the assignment of a police officer or deputy sheriff to a public school as a SRO. The SROs perform three different roles while operating inside public schools. They perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

This program has been in effect since August 2018.

Previous Commission action/date: 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?
Yes

Reviewed/approved by: Approved by County Attorney on 8/30/2022 CD

Additional comments: N/A

ADVERTISING REQUIREMENTS

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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 - send each Municipality their MOU to sign and return to BCC. Once Municipality has signed and returned MOU, please forward MOU to Superintendent Tyler to sign and return to BCC. Once Superintendent Tyler has signed and returned MOU, please forward to Sheriff Mack to sign and return. Once Sheriff Mack has signed and returned MOU, have Chairman sign MOU.

Once MOU is fully executed, send a copy of fully executed MOU to the Mayor of the Municipality, Superintendent Tyler, and Sheriff Mack.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Superintendent Eddie Tyler - 2600-A North Hand Ave., Bay Minette, Al 36507
Sheriff Mack - 320 North Hoyle Ave, Bay Minette, Al 36507 hmack@baldwincountyal.gov
City of Bay Minette - Mayor Wills, 301 D'Olive St., Bay Minette, Al 36507
City of Daphne - Mayor LeJeune, 1705 Main Street, Daphne, Al 36526
Town of Elberta - Mayor Jim Hamby, 13052 Main Street, Elberta, Al 36530
City of Fairhope - Mayor Sullivan, P.O. Drawer 429, Fairhope, Al 36533
City of Foley - Mayor Hellmich, P.O. Box 1750, Foley, Al 36535
City of Loxley - Mayor Teal, P.O. Box 9, Loxley, Al 36551
City of Robertsdale - Mayor Murphy, PO Box 429, Robertsdale, Al 36567
Town of Silverhill - Mayor Lyles, 15965 Silverhill Ave, Silverhill, Al 36576
City of Spanish Fort - Mayor McMillan, 7361 Spanish Fort Blvd., Spanish Fort, Al 36527
Town of Summerdale - Mayor Wilson, 502 W Lee Ave, Summerdale, Al 36580

Additional instructions/notes: N/A

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF BAY MINETTE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Bay Minette, Alabama (the "Municipality"), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign a SRO to campuses within the corporate limits of the Municipality, which include Baldwin County High School, Bay Minette Middle School, Bay Minette Elementary and the North Baldwin Center for Technology. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF BAY MINETTE, ALABAMA

_____ / _____
Robert A. Wills, Mayor Date

ATTEST: _____
Rita Diedtrich, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert A. Wills, whose name as Mayor of the City of Bay Minette, Alabama, and Rita Diedtrich, whose name as City Clerk of the City of Bay Minette, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Director of Budget of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF DAPHNE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Daphne, Alabama, effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Baldwin County Virtual School, Daphne East Elementary, Daphne Elementary, Daphne Middle School, W.J. Carroll, and Daphne High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the

following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the

assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO

Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make

available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be

construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF Daphne, ALABAMA

_____ / _____
Robin LeJeune, Mayor Date

ATTEST: _____
Candace Antinarella, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robin LeJeune , whose name as Mayor of the City of Daphne, Alabama, and Candace Antinarella, whose name as City Clerk of the City of Daphne, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

TOWN OF ELBERTA

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the Town of Elberta, Alabama, effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Elberta Elementary School, Elberta Middle School, and Elberta High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an

instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this

MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school.

Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO

to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is

not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

TOWN OF ELBERTA, ALABAMA

_____ / _____
Jim Hamby, Mayor Date

ATTEST: _____
Caryn Woerner, Town Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jim Hamby, whose name as Mayor of the Town of Elberta, Alabama, and Caryn Woerner, whose name as Town Clerk of the Town of Elberta, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Town.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF FAIRHOPE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Fairhope effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Fairhope East Elementary School, two officers at Fairhope High School, Fairhope Middle School, Fairhope West Elementary, and J. Larry Newton School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

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A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the

following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between

the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the

school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF FAIRHOPE, ALABAMA

_____ / _____
Sherry Sullivan, Mayor Date

ATTEST: _____
Lisa Hanks, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Sherry Sullivan, whose name as Mayor of the City of Fairhope, Alabama, and Lisa Hanks, whose name as City Clerk of the City of Fairhope, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF FOLEY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Foley, Alabama, effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Florence Mathis Elementary School, Foley Elementary School, Foley Middle School, Foley High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

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following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

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7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the

assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO

Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

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ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make

available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be

construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF FOLEY, ALABAMA

_____ / _____
Ralph Hellmich, Mayor Date

ATTEST: _____
Kathryn Taylor, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ralph Hellmich, whose name as Mayor of the City of Foley, Alabama, and Kathryn Taylor, whose name as City Clerk of the City of Foley, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF LOXLEY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Loxley, Alabama effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Loxley Elementary, and Stonebridge Elementary School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an

instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

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1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this

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Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

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SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

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C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO

to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is

not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF LOXLEY, ALABAMA

_____ / _____
Richard Teal, Mayor Date

ATTEST: _____
Melissa Lawrence, CityClerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard Teal, whose name as Mayor of the City of Loxley, Alabama, and Melissa Lawrence, whose name as City Clerk of the City of Loxley, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF ROBERTSDALE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Robertsdale, effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Robertsdale Elementary, Central Baldwin Middle School, and Robertsdale High school, SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Sgt Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the

following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the

assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO

Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make

available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be

construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF Daphne, ALABAMA

_____ / _____
Charles Murphy, Mayor Date

ATTEST: _____
Shannon Burkett, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles Murphy, whose name as Mayor of the City of Robertsdale, Alabama, and Shannon Burkett, whose name as City Clerk of the City of Robertsdale, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

TOWN OF SILVERHILL

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the Town of Silverhill, Alabama (the "Municipality"), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Silverhill Elementary. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the

following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the

assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO

Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make

available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be

construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

TOWN OF SILVERHILL, ALABAMA

_____ / _____
Jared Lyles, Mayor Date

ATTEST: _____
Nicole Haigler, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jared Lyles, whose name as Mayor of the Town of Silverhill, Alabama, and Nicole Haigler, whose name as Town Clerk of the Town of Silverhill, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Town.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

CITY OF SPANISH FORT

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the City of Spanish Fort, Alabama (the "Municipality"), effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Spanish Fort Elementary School, Spanish Fort Middle School, Spanish Fort High School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The Municipality will employ one (1) SRO per public school within the Municipality as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the Municipality shall submit invoices to BCPS for the previous three (3) months of service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.

D. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisory shall be Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement

expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Municipality's Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked

cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Municipality will be accomplished using the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Municipality's Police Department.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to

pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

PART VI

ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This

MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

CITY OF SPANISH FORT, ALABAMA

_____ / _____
Michael McMillan, Mayor Date

ATTEST: _____
Rebecca Gaines, City Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael McMillan, whose name as Mayor of the City of Spanish Fort, Alabama, and Rebecca Gaines, whose name as City Clerk of the City of Spanish Fort, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

and

TOWN OF SUMMERDALE

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") and the Town of Summerdale, Alabama, effective the last date executed below.

WHEREAS, the Commission, BCSO, BCPS, and the Municipality have agreed to work together to aid in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality as set forth in this MOU; and

WHEREAS, the Commission, BSCO, BCPS and the Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the Municipality and the BCPS for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO and the Municipality, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Summerdale Elementary School. SROs will maintain a presence at all public schools within the Municipality.

D. The SROs perform three different roles while operating inside public schools: they

perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

PART II

GOALS

The Municipality's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Municipality's Police Department response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel

in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, the Municipality, and its Police Department.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

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E. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision, and control of the Municipality. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisor shall be Jeffrey Spaller. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

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following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

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6. The SRO's immediate supervisor and chain of command in the Municipality's Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Municipality's Chief of Police, or his designee.

7. The SRO shall wear the uniform required by the Municipality and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of

the Municipality's Police Department to students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Municipality's Police Department chain of command.

9. A patrol officer or officers from the Municipality's Police Department will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

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11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.

12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.

13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.

14. The Municipality will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

B. School Principal

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the

assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Municipality's Police Department if the SRO is not available. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the Municipality's non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in each matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.

4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.

5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Municipality. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the school.

6. The BCPS shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public-school system.

C. Baldwin County Sheriff's Office

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.

2. The BCSO shall have no responsibility for the implementation or operation of the SRO

Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

3. The BCSO shall have authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

D. Baldwin County Commission

1. Upon receipt by the Baldwin County Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk/Treasurer shall issue a check to the Municipality as payment for the approved invoices.

2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

E. Baldwin County Public Schools

1. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality.

2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

PART V

SRO INVESTIGATION AND QUESTIONING

A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.

B. The principal, or his/her designee, shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.

C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Municipality's Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

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ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the Municipality's Police Department procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make

available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the Municipality's Chief of Police regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the Municipality and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be

construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____

Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

TOWN OF SUMMERDALE, ALABAMA

_____ / _____
David Wilson, Mayor Date

ATTEST: _____
Tiffany Lynn, Town Clerk

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Wilson, whose name as Mayor of the Town of Summerdale, Alabama, and Tiffany Lynn, whose name as Town Clerk of the Town of Summerdale, Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Town.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

MEMORANDUM

OF

UNDERSTANDING

between

BALDWIN COUNTY COMMISSION

BALDWIN COUNTY SHERIFF'S OFFICE

BALDWIN COUNTY PUBLIC SCHOOLS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is executed between the Baldwin County Commission (the "Commission"), the Baldwin County Sheriff's Office (the "BCSO"), and the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the "BCPS") effective the last date executed below.

WHEREAS, the Commission, BCSO, and the BCPS have agreed to work together to provide assistance in the establishment of School Resource Officer ("SRO") Programs at the public schools within Baldwin County, and, pursuant to this MOU, within the unincorporated areas of Baldwin County; and

WHEREAS the BCPS desire to provide funding and personnel for the SRO Program within the unincorporated areas of Baldwin County; and

WHEREAS the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the unincorporated areas of Baldwin County as set forth in this MOU; and

WHEREAS, the Commission, BSCO and the BCPS deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the unincorporated areas of Baldwin County.

NOW, THEREFORE, THE PREMISES CONSIDERED, for and in consideration of the mutual covenants and undertakings hereinafter recited, and other good and valuable consideration set forth herein, the receipt and sufficiency of which is hereby expressly acknowledged for all purposes of this MOU, the parties acknowledge and agree as follows:

PART I

PURPOSE

A. This MOU represents the mutual goals and objectives of the BCSO for the SRO Program, an endeavor which is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools.

B. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the BCSO, in collaboration with BCPS and with administrative assistance and funding by the County, conduct the SRO Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.

C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the BCSO will select and assign an SRO to campuses within the unincorporated areas of Baldwin County which include Perdido School, Pine Grove Elementary, Delta Elementary, Stapleton School, Belforest Elementary, Rosinton Elementary, Elsanor Elementary, South Baldwin Center for Technology, Magnolia Elementary, Swift School and two officers at the C. F. Taylor Alternative School. SROs will maintain a presence at all public schools within the unincorporated areas of Baldwin County

D. The SROs perform three different roles while operating inside public schools: they perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.

E. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and the unincorporated areas of Baldwin County in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization. The BCSO and Commission have agreed to provide administrative assistance to the BCPS, and the unincorporated areas of Baldwin County related to the payments to be made by the BCPS to BCSO pursuant to this Agreement.

PART II

GOALS

The BCSO's goal is to assist in providing a safer and more secure environment while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the BCSO to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work.

The pursuit of the following objectives can help achieve these goals:

A. Maintain the presence of highly trained, armed, and sworn law enforcement officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.

B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.

C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.

D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the BCSO's response plan and in the implementation of the plans based on the circumstances.

E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.

F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.

G. Reduction in juvenile delinquency.

H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats, and intimidation of other students.

I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.

J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.

K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO, and the BCSO.

2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.

4. SROs will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.

5. SROs may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.

6. SROs work with BCSO and other municipal SRO Programs/community outreach units to help network and keep all our schools as safe as possible.

7. The SRO Supervisor works in partnership with BCPS's Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

PART III

EMPLOYMENT OF SCHOOL RESOURCE OFFICERS

A. The BCSO will employ one (1) SRO per public school within the unincorporated areas of Baldwin County as set forth in this MOU. The BCPS will pay up to Fifty Thousand and no/100 Dollars ($50,000.00) per year for each SRO to the Commission for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

B. On or before October 10, 2022, and on or before the tenth (10th) day of January, April, July, and October of each year thereafter, the BCSO shall submit invoices to BCPS for the previous three (3) months of service provided by BCSO pursuant to this MOU, and a copy of the invoices shall be submitted to the BCSO for approval, along with any other forms or documentation required by the BCSO.

C. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the BCSO for the previous three (3) months services provided by the BCSO pursuant to this MOU.

D. The BCSO agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this MOU.

E. The SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

F. For purposes of this MOU, the SRO's supervisor shall be _____. The BCSO is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the BCPS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the supervisor in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

PART IV

DUTIES AND RESPONSIBILITIES

A. SRO

1. The SRO is a sworn law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline

within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency.

b. Shall possess a sufficient knowledge of the applicable federal and state laws, local, city and county ordinances and Board of Education policies and regulations.

c. Shall be capable of conducting in depth criminal investigations.

d. Shall possess an even temperament and set a good example for students; and

e. Shall possess communication skills which would enable the officer to function effectively within the school environment.

2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).

3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.

4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the BCSO’s Police Department. In an emergency, the school shall call 911 and notify the SRO. In a non-emergency situation, the school should notify the SRO or call the BCSO’s non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.

6. The SRO's immediate supervisor and chain of command in the BCSO will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the BCSO’s Sherriff, or his designee.

7. The SRO shall wear the uniform required by the BCSO and operate a marked cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the BCSO to

students and staff.

8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the BCSO chain of command.

9. A patrol officer or officers from the BCSO will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.

10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the BCSO will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the BCSO.

11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the BCSO. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the BCSO related to the selection of a new SRO to determine any special needs or concerns of the campus which the principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the BCSO.

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14. The BCSO will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

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standards of conduct.

The following procedures will be followed when arrest of students or staff becomes necessary:

A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not witnessed by the SRO or other law enforcement officer, then the SRO will follow the BCSO's procedures to address the matter.

B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.

C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee, juvenile or adult).

PART VII

SEARCH AND SEIZURE

A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. *(New Jersey v. T.L.0.,* 469 U.S. 325 (1985)).

B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent unless exigent circumstances exist.

C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

PART VIII

ADMINISTRATIVE HEARINGS

A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.

B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the BCSO, any action will be coordinated by the SRO Supervisor who will be prepared to brief the chain of command and the BCSO's Sherriff regarding the case.

PART IX

RELEASE OF STUDENT INFORMATION

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

PART X

RELEASE OF LAW ENFORCEMENT INFORMATION

Consistent with the basic tenets of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

PART XI

ADDITIONAL TERMS

A. Regular meetings shall be conducted between the BCSO and the BCPS's Office of Prevention and Support Services to support this program.

B. This MOU shall be effective as of August 12, 2022 and shall remain in effect for a period of one (1) year from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This MOU shall be reviewed annually and may be amended by the written agreement of the parties.

C. There are no third-party beneficiaries of this MOU, and this MOU shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

SIGNATURE PAGES TO FOLLOW

BALDWIN COUNTY SHERIFF'S OFFICE

_____ / _____

Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY PUBLIC SCHOOLS,
by and through the Baldwin County Board of Education

_____ / _____
Eddie Tyler, Superintendent Date

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, 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 Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

BALDWIN COUNTY COMMISSION

_____ / _____
James E. Ball Date
Chairman

ATTEST:

_____ / _____
Ronald J. Cink Date
Budget Director

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James E. Ball, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as Budget Director of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal this _____day of _____, 2022.

_____
Notary Public,
Baldwin County, Alabama
My Commission Expires: _____

Baldwin County Commission

Agenda Action Form

File #: 22-1403, **Version:** 1 **Item #:** CJ4

Meeting Type: BCC Regular Meeting.
Meeting Date: 09/06/2022.
Item Status: New.
From: Huey Hoss Mack, Sheriff of Baldwin County
Submitted by: Kim Kelly, Finance Manager, BCSO

ITEM TITLE
Baldwin County Sheriff's Office - Contract for Law Enforcement Services for Town of Magnolia Springs

STAFF RECOMMENDATION
Approve the Contract for Law Enforcement Services between the Baldwin County Commission, Town of Magnolia Springs, and the Baldwin County Sheriff's Office for the provision of law enforcement protection to the Town of Magnolia Springs, Alabama. The Contract will commence October 1, 2022, and terminate September 30, 2023.

BACKGROUND INFORMATION

Background: Act 07-256 provides that Baldwin County may contract to provide law enforcement services to a municipality within its boundaries. Such Act also allows law enforcement by the Sheriff and his duly commissioned deputies of all laws within the corporate limits and police jurisdiction of the municipality. The Baldwin County Sheriff's Office has been providing law enforcement protection to the Town of Magnolia Springs since August 1, 2008.

Previous Commission action/date: 09/21/2021

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?
Yes

Reviewed/approved by: Approved by County Attorney on 8/29/2022 kk

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):
Mail contract to the following to be signed:

The Honorable Kim Koniar, Mayor
Town of Magnolia Springs
Post Office Box 890
Magnolia Springs, Alabama 36555

Additional instructions/notes: Once contract is fully executed mail a copy to Mayor Koniar at the address listed above and email a copy to Sheriff Mack at hmack@baldwincountyal.gov.

STATE OF ALABAMA)

COUNTY OF BALDWIN)

CONTRACT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into by the Town of Magnolia Springs, Alabama, a municipal corporation organized under the laws of the State of Alabama, hereinafter referred to as "Municipality"; Huey Hoss Mack as Sheriff of Baldwin County, Alabama, solely in his official capacity as Sheriff, hereinafter referred to as "Sheriff"; and the Baldwin County Commission, the governing body of Baldwin County, Alabama, a political subdivision of the State of Alabama, hereinafter referred to as "County", and is effective the date last executed below:

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides that the County may contract to provide law enforcement services to a municipality within its boundaries; and such Act also allows the Sheriff and his duly commissioned deputies to enforce laws within the corporate limits and police jurisdiction of the municipality including, without limitation, municipal ordinances, and the arrest or citation of any offenders as if the Sheriff and his deputies were duly constituted police officers of the municipality; and

WHEREAS, Municipality is a municipality within the boundaries of Baldwin County, Alabama, and wishes to enhance law enforcement services within its entire lawful jurisdiction, including without limitation, that area of land within the municipal boundaries of Municipality in addition to an area outside of the limits of Municipality and within the municipal police jurisdiction; and

WHEREAS, Municipality desires to provide an enhanced level of competent law enforcement service in conjunction and in harmony with its fiscal policies of sound, economical management; and

WHEREAS, Municipality desires and has requested that the Sheriff furnish law enforcement protection to Municipality and its inhabitants and citizens and perform any and all necessary and appropriate functions, actions, and responsibilities for law enforcement within Municipality to the extent herein provided; and

WHEREAS, Act 07-256 of the 2007 Alabama Legislature provides to the Baldwin County Commission, as the governing body of Baldwin County, the authority to both agree upon the sufficiency of the sums provided by the Municipality, for the subject police services, and to consent and approve of this Agreement; and

WHEREAS, the Baldwin County Commission, as the governing body of Baldwin County, concurs with and supports the plan and program set out in this Agreement; and

WHEREAS, in seeking this support from the County, the Municipality agrees to protect the County from any liability associated with or assumed by the County as a result of the subject support and approval; and

WHEREAS, the Sheriff is an independent, constitutional officer of the State of Alabama; and

WHEREAS, it is further the desire of Municipality that responsibility for law enforcement within Municipality be performed by the Sheriff under the terms of this Agreement, and to the extent such activity is consistent with law.

NOW, THEREFORE, in consideration of the mutual promises contained herein and given by each party to the Agreement, the parties hereto do hereby covenant, contract, and agree as follows:

1. **Recitals Included:** The recitations set forth above are incorporated herein by reference in their entirety.

2. **Authority to Act:** Municipality does hereby vest in the Sheriff of Baldwin County, including each sworn officer and deputy of the Sheriff, who from time to time may be assigned under this Agreement, the police powers of Municipality which are necessary to implement and carry forth the services, duties, and responsibilities hereby imposed upon the Sheriff. The Sheriff and any officers of the Sheriff are hereby vested, without limitation, with the power to enforce the ordinances of Municipality, to make arrests incident to the enforcement thereof, and to do such other things and perform such other acts as are necessary with respect thereto.

3. **Enforcement of Laws:** The Sheriff shall, to the extent allowed by law, enforce Federal, State and local laws applicable within the jurisdiction of the Municipality. The deputies provided under this Agreement by the Sheriff will have a general familiarity with the code of ordinances of Municipality, and Municipality will provide adequate copies of books of ordinances of Municipality for this purpose at no cost to the Sheriff.

4. **Purpose:** The purpose of this Agreement shall be to provide Municipality and the citizens represented by Municipality with enhanced law enforcement by and through the Sheriff.

5. **Term:** This Agreement shall take effect on October 1, 2022 and extend until September 30, 2023. Any party may terminate this Agreement without cause or further liability to the other, except as to the indemnification provided herein, upon ninety (90) days written notice to the other parties to this Agreement. Said notice shall be deemed delivered when a copy is delivered to the other parties and receipt therefore signed by the other parties. Notwithstanding this provision, nothing herein written shall bind the Office of Sheriff or the County beyond the current term of office of the currently elected Sheriff. In the event that the terms herein written in any way conflict with the dates associated with the Sheriff's term of office, then this Agreement

shall become void, without any liability therefore, immediately upon the request of either the Sheriff or the County.

6. **Notice**: Notices required to be given hereunder shall be given to the following persons:

(a) Sheriff of Baldwin County, AL
320 North Hoyle Ave.
Bay Minette, AL 36507;

(b) Baldwin County Commission
c/o Chairman
312 Courthouse Square
Bay Minette, AL 36507

(c) Kim Koniar, Mayor
Town of Magnolia Springs
PO Box 890
Magnolia Springs, AL 36555

7. **Payment by Municipality**: In consideration of the agreements made herein, Municipality shall pay to the Baldwin County Sheriff's Office $5,875.00 per month for the duration of this Agreement. This amount shall be due by the 10th day of each month. These amounts reflect the complete cost to the County and the Sheriff for the anticipated services of one Deputy Sheriff including, but not limited to, any reasonable overtime necessary for the deputy to perform law enforcement services. Said overtime must be with the Sheriff's consent unless the existing circumstances make consent impractical or unreasonable. The Sheriff may provide extra personnel, assuming availability, upon the request by Municipality at an hourly rate of $32.00, billable and payable as of time of regular billing period. Nothing in this section shall prevent the Sheriff and Municipality from agreeing to overtime compensation for the deputy for special events, occasions or other circumstances deemed appropriate by both parties; however, any such agreement shall not bind the County in any way and specifically not to any additional costs or liabilities, therefore. In the event that any costs or compensation are agreed upon between the Sheriff and Municipality, which are not specifically listed within this Agreement, then such costs and liabilities will be considered as extraordinary events and not deemed to create any ongoing or expansion of liability; furthermore, the Municipality agrees to indemnify and hold the County harmless for any such added costs and liabilities related to the same.

8. **Provision of Services by the County**: The County is hereby acting in approval and agreement of the sufficiency of the funds as provided by the Municipality for the anticipated services. Notwithstanding this approval, however, the County in no way guarantees that said sum will continue to be sufficient for services rendered by the Sheriff. The Parties further agree that this Agreement in no way binds the County to provide, without limitation, any additional

funds, equipment, facilities, resources, as to include but not limited to, patrol vehicles, insurance, benefits, necessary or unnecessary equipment for safety, investigative, management, supervisory, and dispatching needs. In the event that the funds provided by the Municipality are determined by the Sheriff to no longer be sufficient to fund the service levels provided or to fulfill the expected duties described herein, the County shall in no way be bound to provide or make up any such shortfalls associated therewith.

9. **Provision of Services by the Sheriff**: The Sheriff agrees to enhance law enforcement services within the jurisdiction of the Municipality. The Sheriff anticipates providing one deputy with patrol vehicle and necessary equipment for a total of forty (40) hours during each full calendar week during which this Agreement is in effect. Each week must conform to the Sheriff's Office established shift schedule that now exists or as established by the Sheriff's Office from time-to-time hereafter. The Sheriff anticipates, without guarantee, that the Deputy will be present within the municipal jurisdiction in shifts of eight (8) consecutive hours; provided, however, the Sheriff, in his best judgment, after consultation with the Mayor and the Municipal Council, may approve any combination of hours or shifts as he determines to be appropriate. In addition, during an emergency situation, as determined by the Sheriff, and when such determined emergency situation is located outside the jurisdiction of Municipality, the Sheriff may reassign any particular deputy, from the municipal jurisdiction to a different location, and for the amount of time necessary, concerning such determined emergency. Municipality will either receive a financial credit or an in-kind credit for the deputy's time if his reassignment to said emergency overlaps with his shift for the Municipality.

The Sheriff will maintain the right to review, evaluate, and require changes to service charges and rates provided for herein, on an annual basis. In the event that such requirements are not agreed upon by the Municipality and the County, then the Sheriff has the option to adjust or terminate all or part of the provided services as provided for herein, but any change in service levels must first be noticed to both the Municipality and the County.

10. **Station**: The Municipality may provide, at no cost to the Sheriff, a mutually agreed upon suitable space for a sheriff's station located within the Municipality. If said station is provided, the Municipality shall be responsible for the payment of utilities, excluding telephone services, and any and all maintenance and cleaning services. The purpose of said station space is to provide assigned deputies a central and/or suitable location for effective law enforcement services to the Municipality and its citizens therein.

11. **Personnel**: Notwithstanding anything herein to the contrary, the Sheriff retains the complete and sole authority concerning, without limitation, the direction, hiring, training, assignment, discipline, and dismissal of any Deputy Sheriff, including any other officer acting on behalf of the Sheriff, in the performance of services under this Agreement. Any deputy or officer performing services under this Agreement shall do so in accordance with his duties as an employee of the Sheriff and consistent with all training and direction from the Sheriff. The Municipality does hereby reserve the right and the Sheriff does hereby acquiesce in Municipality's right to request that the Sheriff transfer such personnel who, in the determination

of Municipality, fail to perform in a manner consistent with the standards contemplated herein. Such determination to transfer personnel shall, however, be made at the sole discretion of the Sheriff.

12. **Arrests, Crimes, Fines and Forfeitures**: Arrests and criminal charges for violation of municipal ordinances are to include, without limitation, uniform traffic citations and all prosecutions, therefore. Such arrests and criminal charges shall be returnable to and in the jurisdiction of the Magnolia Springs Municipal Court, if the Municipality staffs and maintains such a court system and the Municipality elects to have such actions prosecuted therein; otherwise, such charges will be returnable to and prosecuted in the District Court of Baldwin County. All fines and forfeitures rendered in any court as a result of such charges made by the contract deputy within the municipal limits and its police jurisdiction shall be distributed to the Municipality as provided by the laws of the State of Alabama and the rules of the District and Circuit Courts of Baldwin County.

13. **Municipal Law Enforcement Policy:** The Sheriff may confer with the Municipality regarding law enforcement problems within the Municipality and may consider general policy direction from the Municipality. Such consideration may include direction concerning how its services are delivered, and to what geographic area of the Municipality a particular type or level of service should be delivered in order to counteract law enforcement problems within the Municipality. In the event that a concern arises over the general policy direction of the Municipality, the Sheriff may meet and confer with the Municipality on policy matters regarding the delivery of such services and attempt to resolve any dispute or misunderstanding between them. The deputy or deputies assigned under this Agreement, however, shall, at all times, remain under the singular and exclusive control of the Sheriff. They shall not be controlled by, nor shall they be under the authority of, the Municipality, and nothing in this Agreement shall be construed to give Municipality the right of control over the deputy or the deputy's time. At no time shall the Sheriff or any of his deputies be deemed to hold any municipal office of the Municipality; however, nothing in this Agreement shall preclude the Municipality, if it ever so deems necessary, from appointing its own Chief of Police and police officers.

14. **Sheriff's Status:** Nothing in this Agreement shall be deemed to make the Sheriff or any of his deputies an agent, servant, or employee of Municipality, or to otherwise diminish the power and authority vested in the Sheriff and his sworn officers, as officials of the State of Alabama. The Sheriff, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the Sheriff and his sworn officers.

15. **Liability of Municipality and Sheriff:** Neither the Sheriff nor the County will defend or pay any judgment against the Municipality arising out of any act or omission or alleged act or omission of the Sheriff or any deputy, law enforcement personnel, or any other employees of the Sheriff performing services under this Agreement. The Municipality shall maintain separate liability insurance which names the Baldwin County Commission, as the

governing body of Baldwin County, Alabama and the Sheriff of Baldwin County as additionally insured parties. All suits and claims against deputies and the Sheriff that may be filed from time to time hereunder shall be handled by the Sheriff in accordance with normal procedures. The Sheriff may defend such lawsuits or claims against the deputies. Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County, the Municipality and the Sheriff or in any way diminish any immunity, absolute or qualified, to which the County, the Sheriff and Municipality are otherwise entitled by law.

16. **Indemnification:** To the fullest extent allowed by law, Municipality shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (for purposes of this Section 16 referred to collectively as "COUNTY") and the Baldwin County Sheriff's Office, the Sheriff and their affiliates, employees, agents, officers, deputies and representative's (for purposes of this Section 16 referred to collectively as "Sheriff") 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, asserted against, or imposed upon the County or Sheriff, as a result of any acts or omissions by the Municipality, Sheriff or County within the scope and under the terms of this Agreement. This indemnification shall survive the expiration or termination of this Agreement. Nothing in this Agreement shall be construed as waiving the limitations on municipal liability under Alabama law.

17. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the same shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

18. **Entire Agreement:** This Agreement reflects the full and complete understanding of the parties to it and may be modified or amended only by a document in writing executed by all the parties hereto and executed with the same formality of this Agreement.

19. **State Law Applicable:** This Contract shall be construed under and in accordance with the laws of the State of Alabama, and venue shall lie in Baldwin County, Alabama.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives.

ATTEST:

_____/_____
Anthony E. Lowery / Date
Chief Deputy

Baldwin County Sheriff

_____/_____
Huey Hoss Mack / Date
Sheriff Baldwin County, AL

ATTEST:

_____/_____
Ronald J Cink, /Date
Budget Director

Baldwin County Commission

By: _____/_____
James E Ball / Date
Chairman

ATTEST:

_____/_____
Hannah Driskell /Date
Town Clerk

Town of Magnolia Springs

_____/_____
By: Kim Koniar /Date
Mayor

Baldwin County Commission

Agenda Action Form

File #: 22-1382, **Version:** 1 **Item #:** CK1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: **New**
From: Zachary Hood, EMA Director
Submitted by: Vernon Dandridge, EMA Planning and Grants Division Manager

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ITEM TITLE
Letter of Intent - DR-4632 (Severe Storms and Flooding) Hazard Mitigation Grant Program

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the Letter of Intent (LOI) to the Alabama Emergency Management Agency (AEMA) for Baldwin County Emergency Management Agency (BCEMA) to apply for DR-4632 Hazard Mitigation Grant Program (HMGP) funds, and to sign any related documents. The LOI will summarize the project types for which the Baldwin County Commission, through its department and staff, intend to apply.

BACKGROUND INFORMATION

Background: FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments so they can rebuild in a way that reduces or mitigates future disaster losses in their communities. This grant funding is available after a presidentially declared disaster and is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (FEMA P-592), May 2019.

In this program, homeowners and businesses cannot apply for a grant. However, a local community may apply for funding on their behalf for safe room and flood or wind mitigation projects for residential structures (e.g., home elevations to eliminate the flooding of flood prone properties).

The Baldwin County Hazard Mitigation Planning Committee met on August 11, 2022, to discuss and prioritize projects count-wide for the Master LOI and ensure these projects align with the current Baldwin County Multi-Jurisdiction Hazard Mitigation Plan. This Master LOI will be submitted by the EMA Planning and Grants Division Manager to the Alabama Emergency Management Agency (AEMA). Each respective eligible applicant will complete their own individual documentation and applications in the AEMA Grants Portal (MB3).

If awarded, these funds provide up to 90% of federal cost share for eligible applicants and projects to reduce the threat to life, safety, and future damages and losses to property and infrastructure.

Projects which have been requested and compiled on the Master LOI List include two (2) Magnolia

Springs Street Drainage Improvements projects, one (1) Gulf Shore Homeowner House Elevation project, (1) Baldwin County unincorporated homeowner Elevation/Reconstruction project, and five (5) potential residential flood mitigation projects.

Although the projects are still in the development stage, we must submit the LOI to AEMA to notify them of our intent to apply for HMGP funds. Future agenda items will be presented to the Baldwin County Commission for approval prior to commitment by the county to proceed with any project, if applications are awarded.

Commission Departments coordinate with the EMA Planning and Grants Division Manage, to ensure potential projects are captured in the LOI

Additional information is available on the Mitigation section of the Baldwin County EMA webpage at https://baldwincounty.gov/departments/EMA/ema-hazard-mitigation.

Previous Commission action/date: None

FINANCIAL IMPACT

Total cost of recommendation: TBD by grant revenue, based on final award determinations

Budget line item(s) to be used: TBD by the final determination of applications and the outcome of applications and awards. Each county department will be responsible for the budget line items and matching funds, with the exception of the residential flood mitigation projects.

Homeowners are responsible for their local match requirement and must provide documentation to Baldwin County EMA staff for reimbursement requests to be prepared and submitted to FEMA through the Alabama EMA.

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

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Is advertising required for this recommendation? No

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 - Vernon Dandridge will submit the LOI to AEMA no later than September 8, 2022.

Individual(s) responsible for follow up: Administration and Staff

Action required (list contact persons/addresses if documents are to be mailed or emailed): Administration: Prepare correspondence and obtain Chairman's signature on original Letter of Intent Form. Retain one (1) copy for BCC Administration records, courier original LOI to Vernon Dandridge for all follow up implementation.

Address correspondence to:

Michael Johnson, State Hazard Mitigation Officer
Alabama Emergency Management Agency
Post Office Drawer 2160
Clanton, Alabama 35046-2160

Vernon Dandridge will submit the Master LOI, with the Chairman's signature to Alabama EME via the Alabama EMA Grants Portal and email to the Alabama EMA Mitigation- Grants Department; and will copy Administration and Departments whose staff will be submitting applications in the Alabama EMA Grants Portal for their respective projects.

Additional instructions/notes: N/A

ALABAMA EMERGENCY MANAGEMENT AGENCY
MASTER LETTER OF INTENT – Baldwin County and its Hazard Mitigation Planning Committee
HAZARD MITIGATION GRANT PROGRAM (HMGP)
FEMA-4632-DR

The purpose of this form is to establish your community's interest in the HMGP and to identify projects that are priority for your jurisdiction to reduce or eliminate future emergency or disaster costs. One LOI should be submitted for each project. DUE No LATER THAN: September 8, 2022.
(This is NOT the Public Assistance permanent repair and restoration program)

The purpose of this form is to rank your county's HMGP projects in priority order.

NAME/ADDRESS OF JURISDICTION:

Baldwin County Commission, (through its) EMA and HMPC
312 Courthouse Square, Suite 11 23100 McAuliffe Drive
Bay Minette, AL 36507 Robertsdale, AL 36567

BASIS OF ELIGIBILITY:

____ State Gov't ____ Indian Tribe
__X__ Local Gov't ____ Other
____ Special Purpose District
____ Private Non-profit Organization

COUNTY OF JURISDICTION: Baldwin County

POINT OF CONTACT: Vernon L. Dandridge **PHONE NUMBER:** 251.972.6890

EMAIL: Vernon.Dandridge@baldwincountyal.gov

(PLEASE Do Not Include projects that were covered under the Public Assistance permanent Repair and restoration section of the Disaster Relief Act)

Identification of Benefits: See Attached LOI Summary Forms for Problem, Project, and Benefit Descriptions, as well as Mitigation Plan Information.

4. **Estimation of Total Applications: 5 DR-4632 applications from all Baldwin County Jurisdictions/Eligible Applicants, for a total of $1,369,000.**

5. **Source of Local Share: Cash or a combination of cash/in-kind**

Individual Letters of Intent will be executed, signed, and submitted via the Alabama EMA MB3 Grants Portal by each of the eligible applicant jurisdictions/organizations within Baldwin County, as prescribed.

Current Baldwin County Mitigation information is at: https://www.baldwincountyal.gov/departments/EMA/ema-hazard-mitigation

Baldwin County EMA Planning/Grants Division Manager: _____
Vernon L. Dandridge

County EMA Director's Signature: _____
Zachary M. Hood, Baldwin County EMA

Baldwin County Commission Chairman Signature: _____
James E. Ball, Baldwin County Commission

Please attach meeting minutes, if possible. You may use additional sheets, as necessary.

Items Attached Include:

- **DR-4632 LOI Summary Forms completed by sub-applicants and used by the Baldwin County Hazard Mitigation Planning Committee to complete the ranking of the projects and the Master Letter of Intent for Baldwin County.**
- **The Baldwin County Master LOI Ranking Results Document**
- **A copy of the August 11, 2022, Hazard Mitigation Planning Committee (HMPC) draft minutes, which will be approved during the scheduled October 20, 2022 HMPC Meeting and signed by its Chairperson thereafter.**

This form and these attachments shall be remitted by Vernon L. Dandridge, BCEMA Planning/Grants Division Manager to the Alabama EMA Mitigation Division, whose contact information is below:

Michael Johnson, State Hazard Mitigation Officer
Alabama Emergency Management Agency
P. O. Drawer 2160
Clanton, Alabama 35046-2160
michaelj@ema.alabama.gov
Phone: (205) 541-3723 Fax Number: (205) 280-2493

Please Return Form To: **Kristy Ray**
kristy.ray@ema.alabama.gov

Project Rankings	Name of Project	Jurisdiction/Sub-Applicant	Approximate Cost	Project Priority (Vote)
1	Drainage Improvements Oak West	Magnolia Springs	204,000	9
2	Drainage Improvements Oak East	Magnolia Springs	230,000	9
3	Home Elevations	Baldwin County Unincorporated	500,000	6
4	Home Elevation	Gulf Shores	150,000	5
5	Elevation/Mitigation Reconstruction	Baldwin County Unincorporated	285,000	4

Total Approximate Cost of Baldwin County Proposed Projects	1,369,000

Baldwin County Hazard Mitigation Planning Committee

DR-4632 Hazard Mitigation Grant Program (HMGP)

Letter of Intent (LOI) Project Summary Form

Complete one form per project type.

This form is required to submit a project to the Baldwin County Hazard Mitigation Planning Committee for consideration; and will provide the necessary information for the MASTER LOI from Baldwin County. DO NOT include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act.

Jurisdiction/Sub-Applicant: Town Of Magnolia Springs

Point of Contact: Shari Woody

Phone Number: 251-223-2933

Email: swoody@rhcmgmt.com

1. BRIEF description of the problem: Flooding

An existing culvert under Oak Street west of the intersection with Pecan Grove Drive does not provide adequate capacity to convey the town's adopted design storm event. Inadequate drainage in this area increases localized flooding and is a threat to public safety and infrastructure.

2. BRIEF description of the project: The proposed Oak Street West Drainage Improvements

will decrease the risk of flooding within this area. This project includes replacing the existing 44" Spand x 27" Rise Corrugated Metal arch pipe with a Double 42" Concrete Roadway Pipe.

3. Is the project consistent with your mitigation action items, as identified in the Baldwin County Hazard Mitigation Plan? No = Ineligible / Yes: Identify its location in the plan by Page Number 123 **and Section** 2.9 - 5.2.1

4. Identification of Benefits:

Reduce flooding along Oak Street, Pecan Grove Drive, and Adjacent properties.

5. Alternative Actions:

Do Nothing

6. Impacts of Alternative Actions:

FLooding continues to put homes and lives at risk

7. Estimation of Cost: $ 204,000

8. Source of Local Share: Town of Magnolia

PLEASE RETURN FORM TO Vernon.Dandridge@baldwincountyal.gov

Baldwin County Hazard Mitigation Planning Committee

DR-4632 Hazard Mitigation Grant Program (HMGP)

Letter of Intent (LOI) Project Summary Form

Complete one form per project type.

This form is required to submit a project to the Baldwin County Hazard Mitigation Planning Committee for consideration; and will provide the necessary information for the MASTER LOI from Baldwin County. DO NOT include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act.

Jurisdiction/Sub-Applicant: Town Of Magnolia Springs

Point of Contact: Shari Woody

Phone Number: 251-223-2933

Email: swoody@rhcmgmt.com

1. BRIEF description of the problem:

An existing culvert under Oak Street west of the intersection with County Road 49 does not provide adequate capacity to convey the town's adopted design storm event. Inadequate drainage in this area increases localized flooding and is a threat to public safety and infrastructure.

2. BRIEF description of the project: The proposed Oak Street East Drainage Improvements will replace an undersized culvert at Oak Street West of County Road 49 with a new box culvert reducing the risk of flooding and over-topping significant rain events.

3. Is the project consistent with your mitigation action items, as identified in the Baldwin County Hazard Mitigation Plan? No = Ineligible / Yes: Identify its location in the plan by Page Number 123 **and Section** 2.9 - 5.2.1

4. Identification of Benefits:

Reduce flooding along Oak Street and to adjacent homes and businesses.

5. Alternative Actions:

N/A

6. Impacts of Alternative Actions:

7. Estimation of Cost: $ 230,000

8. Source of Local Share:

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Baldwin County Hazard Mitigation Planning Committee

DR-4632 Hazard Mitigation Grant Program (HMGP)

Letter of Intent (LOI) Project Summary Form

Complete one form per project type.

This form is required to submit a project to the Baldwin County Hazard Mitigation Planning Committee for consideration; and will provide the necessary information for the MASTER LOI from Baldwin County. DO NOT include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act.

Jurisdiction/Sub-Applicant: Baldwin County Emergency Management Agency

Point of Contact: Vernon Dandridge

Phone Number: 251.972.6890 251.753.7740

Email: vernon.dandridge@baldwincountyal.gov

1. BRIEF description of the problem: Repetitive flooding

1-5 homes located in the unincorporated areas of Baldwin County have experienced flooding from Hurricane Sally and prior flooding events. Homeowners would like to apply;or HMGP funds to elevate their homes and eliminate the potential for future flooding and the threat of floods.

2. BRIEF description of the project: Elevation

An existing structure is elevated by a contractor to reduce/eliminate the threat of future flooding; protecting lives and property from loss/damage/injury.

3. Is the project consistent with your mitigation action items, as identified in the Baldwin County Hazard Mitigation Plan? No Ineligible / Yes: Identify its location in the plan by Page Number 266/217 **and Section** 6P 10,2.3.1

4. Identification of Benefits:

These projects will reduce threat and impacts from flooding and property loss while increasing community resilience.

5. Alternative Actions:

No Action

6. Impacts of Alternative Actions:

The residence will continue to suffer flooding damage and diminish community resilience.

7. Estimation of Cost: $ 500,000

8. Source of Local Share: Homeowner

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Baldwin County Hazard Mitigation Planning Committee

DR-4632 Hazard Mitigation Grant Program (HMGP)

Letter of Intent (LOI) Project Summary Form

Complete one form per project type.

This form is required to submit a project to the Baldwin County Hazard Mitigation Planning Committee for consideration; and will provide the necessary information for the MASTER LOI from Baldwin County. DO NOT include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act.

Jurisdiction/Sub-Applicant: City of Gulf Shores
Point of Contact: Brandan Franklin
Phone Number: 251-968-1149
Email: bfranklin@gulfshoresal.gov

1. BRIEF description of the problem: Residential Structure Flooding

Residential structure flooding numerous times

2. BRIEF description of the project: Structure Elevation

Elevate structure to prevent future flooding

3. Is the project consistent with your mitigation action items, as identified in the Baldwin County Hazard Mitigation Plan? No = Ineligible / Yes: Identify its location in the plan by Page Number 136 **and Section** 4.2

4. Identification of Benefits:

Reduction of flood claims by elevating structure

5. Alternative Actions:

Relocation or demolition

6. Impacts of Alternative Actions:

Loss of use of property/structure is a primary residence

7. Estimation of Cost: $ 150,000

8. Source of Local Share: 25%

PLEASE RETURN FORM TO Vernon.Dandridge@baldwincountyal.gov

Baldwin County Hazard Mitigation Planning Committee

DR-4632 Hazard Mitigation Grant Program (HMGP)

Letter of Intent (LOI) Project Summary Form

Complete one form per project type.

This form is required to submit a project to the Baldwin County Hazard Mitigation Planning Committee for consideration; and will provide the necessary information for the MASTER LOI from Baldwin County. DO NOT include projects that were covered under the Public Assistance permanent repair and restoration section of the Disaster Relief Act.

Jurisdiction/Sub-Applicant: Baldwin County Emergency Management Agency

Point of Contact: Vernon Dandridge

Phone Number: 251.972.6890 251.753.7740

Email: vernon.dandridge@baldwincountyal.gov

1. BRIEF description of the problem: Repetitive flooding

Home has repeatedly been destabilized and damaged due to flood events. Flood levels in the home have exceeded 12 inches on numerous occasions.

2. BRIEF description of the project: Demolition, Elevation, and Reconstruction

Demolish home and raise lot above design flood elevation. Then, rebuild new home and structures on raised foundation.

3. Is the project consistent with your mitigation action items, as identified in the Baldwin County Hazard Mitigation Plan? No Ineligible / Yes: Identify its location in the plan by Page Number 165 **and Section** A1 2.3.1

4. Identification of Benefits:

This project will reduce threat and impacts from flooding and property loss while increasing community resilience.

5. Alternative Actions:

No Action

6. Impacts of Alternative Actions:

The residence will continue to suffer flooding damage and diminish community resilience.

7. Estimation of Cost: $ 285,000

8. Source of Local Share: Homeowner Cost Share is

PLEASE RETURN FORM TO Vernon.Dandridge@baldwincountyal.gov

Baldwin County Commission

Agenda Action Form

File #: 22-1408, **Version:** 1 **Item #:** CL1

Meeting Type: Regular Meeting
Meeting Date: 09/06/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Annual Christmas Tree Recycling Program - 2022

STAFF RECOMMENDATION
1) Authorize the Baldwin County Solid Waste Department to conduct a Christmas Tree Recycling Program in 2022 - 2023; and

2) Authorize the Baldwin County Solid Waste Department to place information regarding the Christmas Tree Recycling Program on the county website; and

3) Authorize the Baldwin County Solid Waste Department to place roll-off waste containers at the following locations for citizens to place their discarded Christmas trees at no charge in the containers from December 26, 2022, to January 16, 2023:

Bay Minette Transfer Station

Spanish Fort Volunteer Fire Department

MacBride Landfill

Baldwin County Central Annex - Robertsdale

Fairhope Satellite Courthouse

Magnolia Landfill

Eastfork Landfill

Foley Satellite Courthouse

Perdido Beach Volunteer Fire Department

BACKGROUND INFORMATION

Background: The Christmas Tree Recycling Program is an annual activity conducted by the Baldwin County Commission's Solid Waste Department which allows the citizens of Baldwin County to dispose of Christmas trees at no charge. Citizens are asked to utilize the locations listed in the staff recommendation to dispose of Christmas trees and refrain from placing their discarded

Christmas trees along the roadsides with their household garbage. Christmas trees that are collected not only conserve valuable landfill space but also contribute material to the compost program. Compost created from vegetative materials is available for sale to the citizens of Baldwin County for $25.00 per ton.

Previous Commission action/date: 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?
No

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: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

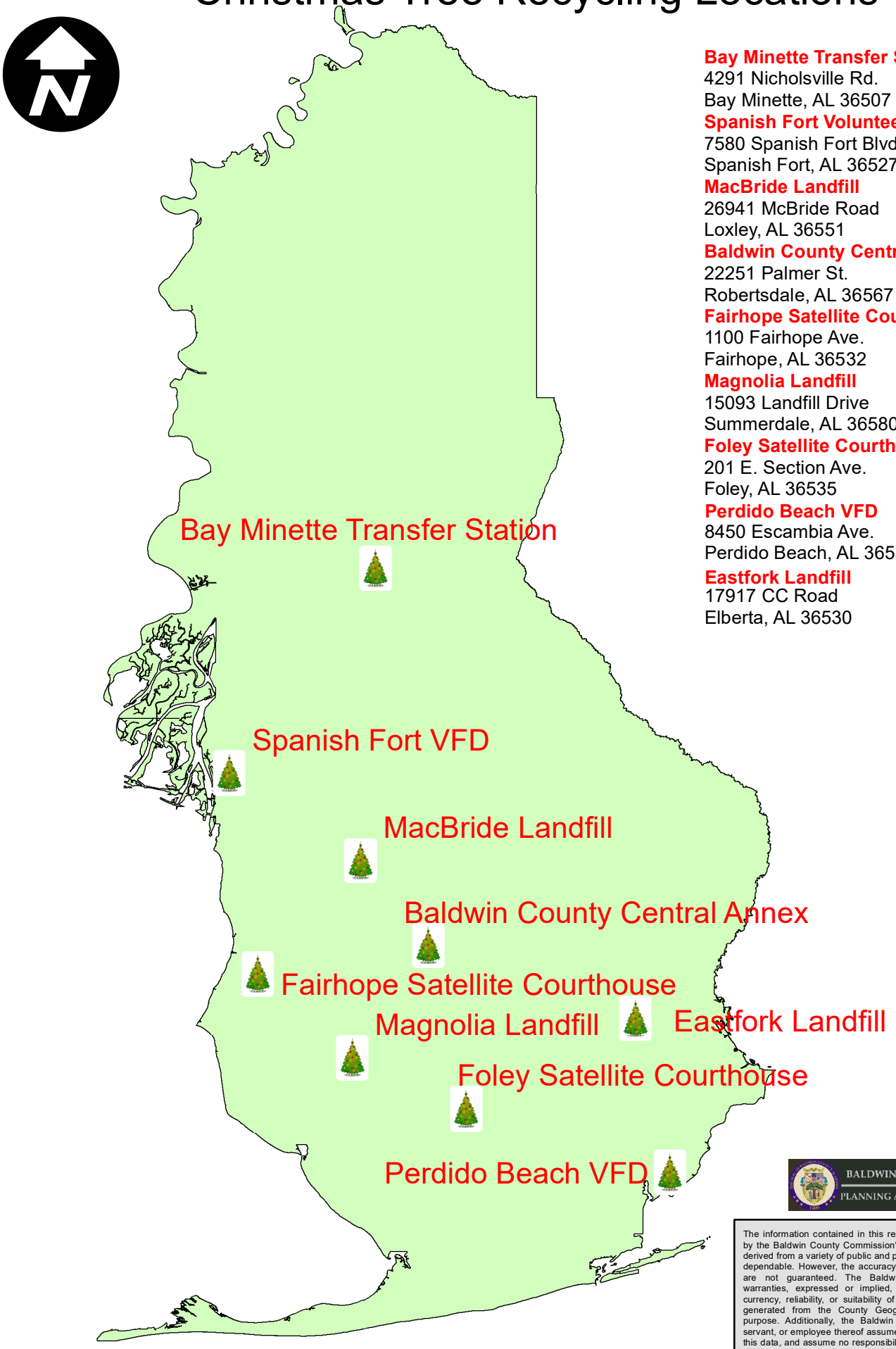
For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: Allison Owens, Operations Support Manager to coordinate all advertisements with Administration and other departmental staff.

Charlie Stanford, Collections Supervisor, to coordinate roll-off containers for delivery and retrieval at recommended site locations.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A
Additional instructions/notes: N/A

Christmas Tree Recycling Locations



Bay Minette Transfer Station
4291 Nicholsville Rd.
Bay Minette, AL 36507

Spanish Fort Volunteer Fire Department
7580 Spanish Fort Blvd.
Spanish Fort, AL 36527

MacBride Landfill
26941 McBride Road
Loxley, AL 36551

Baldwin County Central Annex
22251 Palmer St.
Robertsdale, AL 36567

Fairhope Satellite Courthouse
1100 Fairhope Ave.
Fairhope, AL 36532

Magnolia Landfill
15093 Landfill Drive
Summerdale, AL 36580

Foley Satellite Courthouse
201 E. Section Ave.
Foley, AL 36535

Perdido Beach VFD
8450 Escambia Ave.
Perdido Beach, AL 36530

Eastfork Landfill
17917 CC Road
Elberta, AL 36530

BALDWIN COUNTY COMMISSION
PLANNING AND ZONING DEPARTMENT

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Baldwin County Commission

Agenda Action Form

File #: 22-1402, **Version:** 1 **Item #:** CL2

Meeting Type: Regular Meeting
Meeting Date: 09/06/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Baldwin County Solid Waste Department - 2022 Holiday Schedule

STAFF RECOMMENDATION
Take the following actions:

1) Approve the Baldwin County Solid Waste Holiday Schedule for Landfill Operating Hours as follows:

Landfill Holiday Schedule:

Thanksgiving Holiday - Thursday, November 24, 2022
ALL LANDFILLS CLOSED

Day After Thanksgiving - Friday, November 25, 2022
OPEN - Magnolia Landfill and Bay Minette Transfer Station
CLOSED - MacBride Landfill and Eastfork Landfill

Christmas Eve Holiday - Saturday, December 24, 2022
ALL LANDFILLS CLOSED

New Year's Eve Holiday - Saturday, December 31, 2022
OPEN - Magnolia Landfill
CLOSED - Bay Minette Transfer Station, MacBride Landfill and Eastfork Landfill; and

2) Approve the amended Baldwin County Solid Waste Residential Collection Schedule for the Holidays listed below:

Garbage Collection Holiday Schedule:

Thanksgiving Holiday - Thursday, November 24, 2022
CLOSED - No garbage collection

Day After Thanksgiving - Friday, November 25, 2022
Thursday garbage routes will be picked up

There is no change to the garbage pickup schedule for the Christmas and New Year's holidays or the days that follow; and

3) Approve the Baldwin County Solid Waste Administrative Offices and Drive-Up Holiday Schedule as listed below:

Administrative Offices/Drive-Up Holiday Schedule:
Will follow County Commission approved holiday schedule.

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $1,000.00

Budget line item(s) to be used: 51054100.5253

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No

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? Yes

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Allison Owens, Operations Support Manager, to coordinate all advertisements.

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

Additional instructions/notes: N/A

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The Baldwin County Solid Waste
2022 Holiday Schedule

Garbage Collection Holiday Schedule		
Holiday	**Date**	**Schedule**
Thanksgiving Holiday	Thursday, November 24, 2022	CLOSED – Garbage Collection will not run
Day After Thanksgiving	Friday, November 25, 2022	Thursday Garbage Routes will be Picked up
Christmas Holiday Week	Monday, December 26, 2022	Regular Garbage Pickup
	Tuesday, December 27, 2022	Regular Garbage Pickup
	Wednesday, December 28, 2022	Regular Garbage Pickup
	Thursday, December 29, 2022	Regular Garbage Pickup
New Year's Holiday Week	January 2 – 5, 2023	Regular Garbage Pickup

Landfill Holiday Schedule		
Holiday	**Date**	**Schedule**
Thanksgiving Holiday	Thursday, November 24, 2022	ALL LANDFILLS CLOSED
Day After Thanksgiving	Friday, November 25, 2022	OPEN – Magnolia Landfill & Bay Minette Transfer Station
		CLOSED – MacBride Landfill and Eastfork Landfill
Christmas Holiday	Saturday, December 24, 2022	ALL LANDFILLS CLOSED
New Year's Holiday	Saturday, December 31, 2022	OPEN – Magnolia Landfill
		CLOSED – Bay Minette Transfer Station, MacBride Landfill and Eastfork Landfill

Administrative Offices & Drive Up		
Holiday	**Date**	**Schedule**
Thanksgiving Holiday	Thursday, November 24, 2022	CLOSED
	Friday, November 25, 2022	CLOSED
Christmas Holiday	Friday, December 23, 2022	CLOSED
	Monday, December 26, 2022	CLOSED
New Year's Holiday	Monday, January 2, 2023	CLOSED

Baldwin County Commission

Agenda Action Form

File #: 22-1389, **Version:** 1 **Item #:** CL3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant
Submitted by: Suzanne Doughty, Accounting Manager

ITEM TITLE
Baldwin County Solid Waste Uncollectible Commercial Accounts - September 2022

STAFF RECOMMENDATION
Approve the following Baldwin County Solid Waste Commercial Account for write off:

Excel Cleanup, LLC - Balance $876.91.

BACKGROUND INFORMATION

Previous Commission action/date:
09/19/2017 - Approved to write off the following uncollectible Commercial accounts: 1) Joey Edward Kendrick, unable to locate, all mail returned - Balance $15.36 2) Jesse James Owens, unable to locate, all mail returned - Balance $4.28.

Background: Excel Cleanup, LLC has been deemed uncollectible. Staff has exhausted all avenues for collection including recommendations by legal. This customer no longer has charge account privileges.

FINANCIAL IMPACT

Total cost of recommendation: $876.91

Budget line item(s) to be used: 510.14990 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

Customer Information

Account Number: 706125

Service Details

Name1	EXCEL CLEANUP, LLC
Name2	ECS
Address1	22550 ST PAUL STREET
Address2	
City	ROBERTSDALE
State/Zip	AL 36567
Phone	251-424-2376
Fax	
Contact	ROCKY MACKS 251-424-2376
Email	GSCP.RMACKS@GMAIL.COM

Billing Details

Name1	EXCEL CLEANUP, LLC
Name2	
Address1	22550 ST PAUL STREET
Address2	
City	ROBERTSDALE
State/Zip	AL 36567
Phone	251-424-2376
Fax	
Contact	HEATH MCCURE
Email	GSCP.RMACKS@GMAIL.COM

Internal Notes CAN NOT CHARGE!
MUST CALL KAREN!

Account Setup

Billing Company	MAGNOLIA LANDFILL
Service Status	COMMERCIAL
Billing Status	COM-CREDIT
Service Type	COM
Billing Group	COM
Invoice Frequency	5 - COMMERCIAL
Invoice Type	COMINVOICE
Finance Charge	45 DAYS
Service Area	COMMERCIAL
Tax Area	ALABAMA

Account Balance

Unapplied	$0.00
Unbilled	$0.00
1-14	$0.00
15-29	$0.00
30-44	$0.00
45-59	$0.00
60-89	$0.00
90-119	$0.00
120+	$876.91
Finance	$0.00
Total	$876.91

Pricing Details

Trans Code	Trans Cycle	Start Date	End Date	Amount

Routing Details

Route Number	Day	Stop Number	Stop Comments

Equipment Details

Serial Number	Unit Number	Size / Type

Baldwin County Commission

Agenda Action Form

File #: 22-1385, **Version:** 1 **Item #:** CL4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant
Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE
Baldwin County Solid Waste Uncollectible Residential Accounts - September 2022

STAFF RECOMMENDATION
Approve the uncollectible residential garbage accounts list for write-offs in the amount of $617.00.

BACKGROUND INFORMATION

Previous Commission action/date:
10/21/2021 - Commission approved to write off $895.00 of uncollectible residential garbage accounts - October 2021.

11/16/2021 - Commission approved to write off $1,999.95 of uncollectible residential garbage accounts - November 2021.

01/04/2022 - Commission approved to write off $1,550.00 of uncollectible residential garbage accounts - December 2021.

01/18/2022 - Commission approved to write off $542.00 of uncollectible residential garbage accounts - January 2022.

02/15/2022 - Commission approved to write off $2,070.00 of uncollectible residential garbage accounts - February 2022.

03/15/2022 - Commission approved to write off $1,926.50 of uncollectible residential garbage accounts - March 2022.

04/19/2022 - Commission approved to write off $204.00 of uncollectible residential garbage accounts - April 2022.

05/17/2022 - Commission approved to write off $1,066.55 of uncollectible residential garbage accounts - May 2022.

06/21/2022 - Commission approved to write off $1,307.00 of uncollectible residential garbage accounts - June 2022.

07/05/2022 - Commission approved to write off $387.00 of uncollectible residential garbage accounts - July 2022.

08/02/2022 - Commission approved to write off $96.00 of uncollectible residential garbage accounts - August 2022.

Background: 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: $617.00

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

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Baldwin County Solid Waste
Residential Uncollectible Accounts
September 2022

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Derry, Stephen L.	Pensacola	FL	Out of State	$16.00		X	
George, Brian P.	Midlothian	VA	Out of State	$195.00		X	
Hesston, Monica	Michigan City	IN	Out of State	$12.00	X	X	
Lowry, Chris	Irvington	AL	Out of County	$38.00	X	X	
Mickles, Angela	Daphne	AL	Unable to Locate	$105.00		X	
Pardue, Joshua - 002	Daphne	AL	Unable to Locate	$80.00		X	
Strong, Oddis	Bay Minette	AL	Deceased - DOD: 05/15/2022	$50.00		X	
Webber, Cory	Jesup	GA	Out of State	$16.00	X	X	
Williams, Ina	Fairhope	AL	Unable to Locate	$105.00		X	
				$ 617.00			

Baldwin County Commission

Agenda Action Form

File #: 22-1393, **Version:** 1 **Item #:** CL5

Meeting Type: BCC Regular Meeting
Meeting Date: 09/06/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Bay Area Radio Control Society (BARCS) - Magnolia Landfill Land Lease Agreement

STAFF RECOMMENDATION
Authorize the Chairman to execute a Lease Agreement between the Baldwin County Commission and Bay Area Radio Control Society (BARCS) for +/- 4.59 acres of County property at Magnolia Landfill for a flying field for radio-controlled model aircraft, at a lease price of $1.00 per year.

(The Lease Agreement shall commence October 5, 2022, and expire October 4, 2025, unless sooner terminated as set forth by the Lease Agreement.)

BACKGROUND INFORMATION

Background: Bay Area Radio Control Society (BARCS), a non-profit organization, request lease of +/- 4.59 acres of property located at Magnolia Landfill for recreational use to fly radio-controlled model aircraft.

Previous Commission action/date:
September 20, 2016 - BCC entered into a lease agreement with Bay Area Radio Control Society (BARCS), for lease of +/- 4.59 acres, at a cost of $1.00 per year for a one-year period with two (2) automatic renewals at one year each.

October 1, 2013 - Adopted Resolution #2011-002, pursuant to Amendment No. 750 to the Constitution of Alabama 1901. The resolution provided upon lease execution between the Baldwin County Commission and the BARCS, a portion of the Baldwin County Magnolia Landfill property could be used for recreational use by the BARCS members and guests to fly radio-controlled model aircraft.

FINANCIAL IMPACT

Total cost of recommendation: Revenue of $1.00 per year

Budget line item(s) to be used: 510.47210

If this is not a budgeted expenditure, does the recommendation create a need for funding?
No

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? No

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 Lease Agreement executed by the Chairman and Budget Director.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Administration send Lease Agreement to:

Bay Area Radio Control Society (BARCS)
Attn: Albert Whitney
16313 Siena St.
Summerdale, Alabama 36580

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

LEASE AGREEMENT

This LEASE AGREEMENT ("LEASE") is made and entered into on this the 5th day of October, 2022 by and between the BALDWIN COUNTY COMMISSION, the governing body of Baldwin County, Alabama, and a political subdivision of the State of Alabama, (hereinafter "LESSOR") and the BAY AREA RADIO CONTROL SOCIETY, a non-profit corporation, commonly known as (BARCS), which seeks to promote development of model aviation as a recognized sport and worthwhile recreation activity, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the LESSOR owns fee simple title to the property located at 15498 Lillie Lane in Summerdale, Alabama (hereinafter "premises" or "property"), which has been and remains used by LESSOR as a buffer zone adjacent to the Magnolia Sanitary Landfill of Baldwin County, Alabama; and

WHEREAS, the LESSEE wishes to have access to a site where the LESSEE's membership and guests may fly radio-controlled model aircraft; and

WHEREAS, the LESSEE in its activities shall bring recreational radio-controlled aircraft enthusiasts to the County, providing economic benefit as well as providing educational and recreational opportunities for children and adults to learn about model aviation; and

WHEREAS, the LESSOR has determined that the LEASE to LESSEE for LESSEE's provision of a Radio-Controlled Aircraft flying field in the buffer zone at 15498 Lillie Lane, in Summerdale, Alabama, will provide a myriad of public benefits as aforementioned described, and, furthermore, shall provide a safe, accessible, controlled environment for the flying of radio-controlled model aircraft by the LESSEE and the opportunity for the general public to view the flight of radio-controlled aircraft.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained within this Lease Agreement, the sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby agree as follows:

1. Property & Location: The premises hereby leased by the LESSOR to the LESSEE are described as follows:

Place:	Buffer Zone Adjacent to Magnolia Sanitary Landfill

Physical Location: 15498 Lillie Lane
Summerdale, Alabama

Area: 4.59 acres (approx.)

Legal Description:
Commencing at the Northwest Corner of Section 10, Township 7 South, Range 3 East, Baldwin County, Alabama; thence run North 89 degrees, 42 minutes, 27 seconds East, 2661.16 feet to a point; thence run South 00 degrees, 14 minutes, 05 seconds East 2,652.16 feet to a 4-inch diameter concrete monument with a ½ inch capped steel road; thence run North 89 degrees, 34 minutes, 14 seconds East 1,345.83 feet to a capped rod for the Point of Beginning; Thence run South 00 degrees, 13 minutes, 10 seconds East 376 feet to a point; thence run South 89 degrees, 42 minutes, 27 seconds West, 532 feet to a point; thence run North 00 degrees, 13 minutes, 10 seconds West, 376 feet to a point; thence run North 89 degrees, 42 minutes, 27 seconds East, 532 feet to the Point of Beginning. Containing 4.5921 acres, more or less.

This property is also described in the attached aerial photograph and is referred to as Exhibit "A."

2. Term of Lease: The term of this LEASE shall be from October 5, 2022, and expiring on October 4, 2025, unless sooner terminated; however, this LEASE shall automatically renew on October 5 of subsequent years unless either party provides written notice to the other expressing the intent not to renew said LEASE. Notwithstanding this provision, in no event shall this LEASE extend beyond a total of three (3) years including the initial term. Either party may terminate this LEASE at any time, with or without cause or hearing, upon thirty (30) days written notice.

3. Rent: The LESSEE shall pay to the LESSOR as rental hereunder the sum of ONE DOLLAR ($1.00) per year, to be payable on the 5th day of October of each year during the term of the LEASE. Notwithstanding this provision, the LEASE amount provided for herein may be renegotiated by the parties for hold over periods, if any.

4. Insurance. Prior to performing any activities pursuant to this LEASE, LESSEE shall carry, with insurers satisfactory to County, throughout the term hereof, Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000.00 combined single limit, for both bodily injury liability and property damage liability each occurrence. All liability insurance shall name County as an additional insured. Prior to commencing activities 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. Should LESSEE 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, the County may, at its option, suspend this LEASE until insurance is obtained or terminate this LEASE immediately without further action.

5. Notice: Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

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

LESSEE: Bay Area Radio Control Society
Mr. Albert Whitney
16313 Siena St.
Summerdale, Alabama 36580

6. Relationship: Nothing contained in this Lease shall be deemed or construed by the LESSOR and LESSEE hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood that neither the provisions contained herein nor acts of the LESSOR and LESSEE hereto, shall be deemed to create a relationship other than that of Landlord and Tenant.

7. Subordination: The LESSEE's rights under this lease shall remain subordinate to any bona fide mortgage or deed to secure debt which is now, or may hereafter be placed upon the premises; provided that the LESSEE's tenancy shall not be disturbed, nor shall the covenants and conditions of this lease be invalidated or changed.

8. Holdover Term: If the Lessee remains in possession beyond the expiration of the lease Agreement, or any extension or renewal hereof, such holding over shall be deemed a month-to-month tenancy at the same rental and terms as were in effect at the time such holding over takes place.

9. Failure to Strictly Enforce Performance: Failure of the LESSOR to insist upon a strict performance of the terms, conditions and covenants herein contained shall not be deemed to be a waiver of any of the rights and remedies that the LESSOR may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants to be observed by the LESSEE herein.

10. Indemnification: LESSOR shall not be responsible or liable for any activities performed by LESSEE, its agents, servants or employees during the term of the said LEASE, and LESSOR shall not be responsible or liable to any person for any accident or injury incurred by the LESSEE's Radio-Controlled Aircraft operations on said property. The LESSEE hereby agrees to indemnify and hold the LESSOR, its Commissioners, agents, servants, representatives and employees

(hereafter referred to collectively in this Section as "LESSOR") harmless from any and all liability for any property damage and/or personal injury which may occur at any time upon the leased premises or as a result of the activities of the LESSEE or LESEE'S members, agents, representatives, servants, employees, guests, or invitees (hereafter collectively referred to in this section as "LESSEE") on the leased premises. Further, said indemnification shall be extended to hold the LESSOR harmless from any and all liability for any property damage and or personal injury which may occur at any time should a model aircraft stray from the said property as a result of the activities of the LESSEE. Said indemnification shall also include any, but not be limited to, all court costs and/or attorney's fees incurred by the LESSOR in defense of any claim against it which may be based upon any occurrence on the leased premises or action of the LESSEE in the usage of said premises.

11. No Assignment: LESSEE shall not sublet the premises nor any portion thereof for the whole or any part of the term of this LEASE nor assign the LEASE or any rights hereunder, except upon the prior written consent of the LESSOR. LESSOR shall not be bound by any involuntary transfer of any interest or right of LESSEE hereunder, but it expressly reserves hereby the right to cancel and annul this LEASE upon the claim of any such transfer.

12. Miscellaneous:

a. The premises are leased "as is" as LESSEE acknowledges that it has inspected and is satisfied with the same. LESSOR shall not be required to make any alterations or improvements upon the premises.

b. LESSEE shall maintain the premises in as good a condition as the same are upon the inception of this LEASE, normal wear and tear expected. LESSEE shall make no alterations or changes of or upon the premises without the prior written consent of the LESSOR. LESSEE shall not commit waste upon the premises.

c. The LESSEE shall not use or permit the premises to be used for any purpose other than the providing of a flying field for Radio-Controlled Aircraft to members, guests, and spectators of the Bay Area Radio Control Society (BARCS).

d. The LESSOR shall be entitled to enter upon and inspect the leased premises at any and all reasonable times.

e. Should the LESSEE fail to perform or satisfy any of the terms and conditions hereunder, the same shall be deemed to be a default under the terms of this LEASE. Upon the occurrence of any such default, the LESSOR shall be entitled to immediately re-enter and re-take possession of the premises and to declare the LEASE terminated without providing LESSEE any notice thereof. Upon such default, LESSEE agrees to immediately deliver up possession of the premises upon the request of the LESSOR.

f. In the event that any paragraph contained herein is deemed to be invalid for any reason whatsoever, the same shall be severed here from, and the remaining portions of this LEASE shall remain in full force and effect.

g. This LEASE shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto, it being understood that the LESSEE shall not assign its rights hereunder without the prior written consent of LESSOR as hereinabove set forth.

13. Entire Understanding: This Lease shall supersede and take the place of all previous agreements and leases and shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

14. Amendments: This Agreement may be amended, modified or altered in any respect so long as such amendment, modification or alteration is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this LEASE AGREEMENT in two (2) duplicate originals, with each copy hereof to have the same force and effect as an original, on the day and year first written above.

BALDWIN COUNTY COMMISSION

By: _____
James E. Ball
As Its: Chairman

ATTEST:

_____
Ron Cink
As Its: Budget Director

BAY AREA RADIO CONTROL SOCIETY

By: _____

As Its: PRESIDENT

NOTARY PAGE TO FOLLOW

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, 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 said instrument, he, as such Chairman of the Baldwin County Commission, executed the same voluntarily for and as the act of said Baldwin County Commission on this the day the same bears date.

GIVEN, under my hand and seal this the _____ day of September, 2022.

_____
Notary Public
My Commission expires:_____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for Baldwin County and the State of Alabama, hereby certify that Albert L. Whitney, as President of the Bay Area Radio Control Society, 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said Bay Area Radio Control Society, on this the day the same bears date.

GIVEN, under my hand and seal this the 19th day of August, 2022.

Allison M. Owens
Notary Public
My Commission expires: My Commission Expires: July 29, 2024

President

My Commission Expires
July 29 2024



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2022

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).

PRODUCER FNIC P.O. Box 45279 Omaha NE 68145	CONTACT NAME: PHONE (A/C, No, Ext): 402-861-7000 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Westchester Surplus Lines Insurance Co — [redacted]
INSURED Academy of Model Aeronautics, Inc. &/or Affiliated &/or Associated Chartered Clubs, Chapters & Members Thereof 5161 E. Memorial Drive Muncie IN 47302	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** [redacted] **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	[redacted]	3/31/2022	3/31/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Excess Liability	Y	Y	[redacted]	3/31/2022	3/31/2023	Limits per Occ General Aggregate	$1,500,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baldwin County Commission is an additional insured, primary and non-contributing as respects to any additional insured site owner. Location: Bay Minette Club: 1443 Bay Area RC Society (BARCS)

CERTIFICATE HOLDER

Baldwin County Solid Waste
Attn: Terri Graham
15140 County Rd. 49
Summerdale AL 36507

CANCELLATION

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

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Baldwin County Commission

Agenda Action Form

File #: 22-1380, **Version:** 1 **Item #:** CL6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE
Resolution #2022-155 - Fiscal Year 2022 Solid Waste Budget Adjustment

STAFF RECOMMENDATION
Adopt Resolution #2022-155 which amends the Fiscal Year 2022 Budget approved during the September 21, 2021, Baldwin County Commission meeting per Resolution #2021-128, to authorize additional funding of $1,800,000.00 for Fund 510 capital expenditures for Magnolia Landfill Cell 9 Construction Project.

BACKGROUND INFORMATION

Previous Commission action/date: July 19, 2022

Background: The Baldwin County Commission adopted the Fiscal Year 2022 Budget on September 21, 2021, per Resolution #2021-128. The Magnolia Landfill Cell 9 Construction Project was originally budgeted for $3,000,000.00. The lowest bid was received from Atlantis Commercial Group, Inc., in the amount of $4,411,114.00. Staff is requesting an additional $1,800,000.00 to fund the difference between the budgeted amount and actual bid amount.

FINANCIAL IMPACT

Total cost of recommendation: $1,800,000.00

Budget line item(s) to be used: 51054300 55240

If this is not a budgeted expenditure, does the recommendation create a need for funding?
Yes. Funding for capital equipment proprietary funds is provided by landfill tipping fees.

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: Budget, Solid Waste

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Budget - Post adjustment entry

Additional instructions/notes: Administration - upload Resolution to BCAP

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-155
OF THE
BALDWIN COUNTY COMMISSION

BE IT RESOLVED, BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that we hereby amend the Baldwin County Fiscal Year 2022 Budget and that the following estimates of revenues and expenses, as related thereto, are hereby adopted and those revenues and expenses are appropriated as follows:

Account	**Description**	**Debit**	**Credit**
51054300 55240	Solid Waste – Capital Expenditures	1,800,000.00	
510 49000	Solid Waste – Fund Balance		1,800,000.00

DONE, under the Seal of the County of Baldwin, Alabama, as affixed on this the 6th day of September 2022.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1386, **Version:** 1 **Item #:** CL7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Suzanne Doughty, Accounting Manager

ITEM TITLE
Revision of Baldwin County Commission Policy 7.6 - Solid Waste Residential Garbage Service Rates and Late Fees

STAFF RECOMMENDATION
Adopt Resolution #2022-159, which approves the revision of Baldwin County Commission Policy 7.6 - Solid Waste Residential Garbage Service Rates and Late Fees.

The updated policy increases the monthly residential service fee from $16.00/month to $17.00/month effective January 1, 2023.

BACKGROUND INFORMATION

Previous Commission action/date:
08/06/2019 - Last revision to this policy which eliminated the requirement for a residential garbage deposit fee of $30.00.

01/19/2016 - Policy revision which changed service fee of $18.70/month ($14.95/service fee plus $3.75/cart rental fee) to $16.00/monthly (which includes use of a mandatory Baldwin County cart).

Background: BCC Policy 7.6 - Solid Waste Residential Service Rates, Solid Waste Residential Garbage Account Late Fees provides for the establishment of Solid Waste Residential Garbage Services Rates and Late Fees for the Solid Waste Residential Accounts. The policy revision increases the monthly residential garbage service fee from $16.00/month to $17.00/month effective January 1, 2023. The quarterly and seasonally billed customers will see a comparable change to their rate based on the monthly increase. The delay in implementing the rate increase will provide the department necessary time to notify its customers by including rate change notices/correspondence with the billing processes beginning with the October 2022 billing cycle and continuing through the December 2022 billing cycle. Staff will also post the rate change on the departmental website beginning October 1, 2022. The rate increase is necessary due to increase garbage collection operational expenses resulting from negative impacts on heavy duty trucks' supply chain. Rates will be evaluated every 2 (two) years during the budget cycle to ensure a balanced

operational budget.

FINANCIAL IMPACT

Total cost of recommendation: Additional revenue of $43,333.00 per month for an approx. total of $390,000.00, January 1, 2023 - September 30, 2023.

Budget line item(s) to be used: 511 45411

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: County Attorney, Brad Hicks

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, Development and Environmental Director
Suzanne Doughty, Accounting Manager

Action required (list contact persons/addresses if documents are to be mailed or emailed):
BCSW to include rate change notification on billing statements, as well as including rate change informational flyer in with each mailed statement, beginning with the October 2022 and continuing through the December 2022 billing cycles.

Post upcoming rate change on departmental website beginning October 1, 2022.

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

POLICY #7.6	
Subject	Solid Waste Residential Garbage Service Rates Solid Waste Residential Garbage Account Late Fees
Date Adopted	September 6, 2022
Agenda Item	TBD
Obsolete Versions	February 19, 2008 Minutes Page 26 October 2, 2012 EC3 December 4, 2012 HB1 February 5, 2013 EF3 May 21, 2013 BH2 January 20, 2015 BI4 April 21, 2015 BD1 January 19, 2016 DB1 December 5, 2017 BE1 August 6, 2019 GK1

POLICY STATEMENT

This policy provides for the establishment of Solid Waste Residential Garbage Service Rates and Late Fees for the Solid Waste Residential Accounts. (See Resolution #2017-020, November 1, 2016, regular meeting.)

DEFINITIONS

1. Back Door/Private Drive – Residential customer may request Solid Waste staff to access private property for garbage collection purposes for an additional fee. A Property Access Agreement form must be submitted and reviewed by the Collections supervisor to ensure it's feasible to provide back door and/or private drive service.
2. Shared Private Drive – Residential customers using the same private driveway/entrance to their property may request Solid Waste staff to access the private property for garbage collection purposes for an additional fee. A Property Access Agreement form must be submitted by all affected residents and reviewed by the Collections supervisor to ensure it's feasible to provide shared private drive service.

3. Knuckleboom Truck Special Pickup Service – Residential customers in good standing may request special pick up and disposal of approved materials for a fee. This gives customers an option to dispose of material exceeding the free service limit allowed on a monthly basis as part of provided garbage service (as outlined in BCC Policy 7.1).

PROCEDURAL REQUIREMENT

Garbage Service Rates

Residential Garbage Collection			
Service Type	**Monthly Rate**	**Quarterly Rate**	**Annual Rate**
1 x Week Pickup with BCSW Cart	$ 17.00	$ 51.00	$ 204.00
1 x Week Pickup with Two (2) BCSW Carts	$ 22.00	$ 66.00	$ 264.00
2 x Week Pickup* with BCSW Cart	$ 34.00	$ 102.00	$ 408.00
* Service Not Available in All Areas			
2 x Week Pickup Required in Planning District 24 and 25, see chart below for rental properties	$ 34.00	$ 102.00	$ 408.00
Seasonal Service			$ 102.00
Additional Services			
Back Door Pick-Up/Private Drive	$ 12.00	$ 36.00	$ 144.00
Shared Private Drive	$ 4.00	$ 12.00	$ 48.00
Knuckleboom Special Pickup Service	$100 per Half Truckload/$200 per Full Truckload		
Other Fees			
Additional Cart Rental	$ 5.00	$ 15.00	$ 60.00
Use of Personal Compatible 2nd Cart (charge is per additional cart serviced)	$ 5.00	$ 15.00	$ 60.00

Solid Waste Seasonal Rate

The Baldwin County Commission offers one seasonal rate to any homeowner whose secondary residence is occupied seasonally. This rate will be $102.00 per year. Rental Property in Baldwin County will not be considered seasonal.

For Planning District 24 and 25, rental property owners and/or their managers, acting as agents, renting or leasing properties for intervals of seven (7) days or less shall provide the minimum number of approved containers per unit based upon the number of

bedrooms in that unit and shall be subject to the garbage collection rates as follows:

Planning District 24 and 25					
March 1 through October 31	2 x Week Pickup		November 1 through February 28	2 x Week Pickup	
1 Bedroom	(2) -carts	$39.00	1 Bedroom	(1) -cart	$34.00
2 Bedroom	(2) -carts	$39.00	2 Bedroom	(1) -cart	$34.00
3 Bedroom	(2) -carts	$39.00	3 Bedroom	(1) -cart	$34.00
4 Bedroom	(3) -carts	$44.00	4 Bedroom	(2) -carts	$39.00
5 Bedroom	(3) -carts	$44.00	5 Bedroom	(2) -carts	$39.00

Eligibility for once per week pickup in Planning District 24 and 25 shall apply year round to permanent residences or single family non rental properties who file for a seasonal variance.

The Solid Waste Officer shall have the right to require owners of rental units and/or their agents or property managers, by written notice, to rent additional containers beyond the above minimums as necessary to ensure sufficient container capacity to contain all garbage generated from the aforementioned units. Any persons wishing to contest the requirement for additional containers may appeal to the Baldwin County Commission.

Late Fees

Beginning October 1, 2008, Baldwin County Solid Waste will begin assessing a late fee to any outstanding balance carried by a residential account.

COLLECTIONS A Ten dollar **($10.00)** late fee shall be imposed on all collection accounts that become delinquent as defined by the following:

1. Payment of **Monthly** billed services for garbage collection and rental of additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"

    a. Billed amount not received by due date, ten dollars ($10.00) added to account.
    b. A ten dollar ($10.00) late fee will be charged, each month, to any account showing an outstanding balance.

2. Payment of **Quarterly** billed services for garbage collection and rental of

additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"

a. Billed amount not received by due date, ten dollars ($10.00) added to account.
b. A ten dollar ($10.00) late fee will be charged, each month, to any account showing an outstanding balance.

3. Payment of **Annually** billed services for garbage collection and rental of additional refuse container is not received by the due date stated on the billing under the heading, "DUE BY"

    a. Billed amount not received by due date, ten dollars ($10.00) added to account.
    b. A ten dollar ($10.00) late fee will be charged, each month, to any account showing an outstanding balance.

4. Payment of billed services for garbage collection and rental of additional refuse container is not received causing repossession of refuse container:

    a. Past due amounts not received by stated date, container repossessed.
    b. A ten dollar ($10.00) delivery fee will be charged to any account requiring re-delivery of repossessed refuse container.

WAIVING OF LATE FEES Late Fees as provided by this policy may be waived only as follows:

1. **Customer Courtesy -** A one-time ten dollar ($10.00) late fee waiver, per collection account, may be administratively waived by the Senior Accountant as a customer courtesy.

2. **System Error** - Late fee(s) of ($10.00) or more billed due to system error and/or system limitations may be administratively waived by the Accounting Manager with subsequent review and approval of the Development & Environmental Director.

3. **Administrative (Other) -** Late fee(s) of ($10.00) or more may be administratively waived for accounts with good historical payment history due to extenuating circumstances as deemed necessary by the Accounting Manager and/or Deputy Solid Waste Officers with subsequent review and approval of the Development & Environmental Director.

4. **Baldwin County Commission Waiver -** The Baldwin County Commission reserves the right to waive any late fees for any reason as it determines appropriate and as approved in session assembled.

Cart Re-delivery Fee

All Baldwin County Solid Waste Customers with Current Accounts will be eligible for a

Baldwin County Solid Waste Garbage Cart at no additional cost. If the account becomes delinquent, the county will repossess the County Cart until such time that the default is cured. At the time the account becomes in good standing, the cart will be redelivered to the customer at a fee of $10.00 to be paid by the customer prior to delivery.

Additional Garbage Carts

Baldwin County Solid Waste Customers can request an additional Baldwin County Solid Waste Cart for $5.00/per month. Customers may request to use a personal container as an additional cart, provided the cart is deemed compatible by Baldwin County Solid Waste as defined in the Personal Compatible 2nd Cart Agreement. The customer will be charged $5.00/per month for service of each compatible personal additional cart. Baldwin County Solid Waste is not responsible for damage to personal cans.

FORMS/ATTACHMENTS/EXHIBITS

N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-159
OF THE
BALDWIN COUNTY COMMISSION

PROVIDING FOR AN INCREASE TO SOLID WASTE RESIDENTIAL GARBAGE SERVICE RATES FOR RESIDENTIAL ACCOUNTS, AND AMENDING BALDWIN COUNTY COMMISSION POLICY 7.6 TO ACCOMPLISH THE SAME.

WHEREAS Baldwin County Commission Policy 7.6 establishes Solid Waste Residential Garbage Service Rates and Late Fees; and

WHEREAS, the Baldwin County Commission has determined it is prudent to amend Baldwin County Commission Policy 7.6 and increase residential garbage service rates for residential accounts.

NOW THEREFORE, BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, that, in compliance with Section 22-27-1, et seq., Code of Alabama 1975, Baldwin County Commission Policy 7.6 is hereby amended to adopt the increased residential garbage service rates for residential accounts as set forth in Exhibit "A", which is attached hereto and incorporated herein by reference. The amendments to said Policy 7.6 are shown on Exhibit “A” with deletions being set forth in RED as struck through and additions being set forth in BLUE as double underlined. Said amendments shall be effective immediately.

DONE, under the Seal of Baldwin County Alabama, as affixed, on this the 6th day of September 2022.

_____
Commissioner James E. Ball, Chairman

ATTEST:

_____
Ronald J. Cink, Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1419, **Version:** 1 **Item #:** CN1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Submitted by: Halley Dixon, Office Manager

ITEM TITLE
Case No. S-14013 - Magnolia Shores Phase One - Release Maintenance Bond

STAFF RECOMMENDATION
Authorize staff to release the Surety Document (Maintenance Bond) from Old Republic Surety Company on behalf of MCN of Pace, Inc. for Magnolia Shores, Phase One in the amount of $189,120.80 which guarantees the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and “As-Built” construction plans.

BACKGROUND INFORMATION

Background: The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations.*

Previous Commission action/date: September 1, 2020 - The Commission accepted Spearfish Drive (1,598.94 ft), Latitude Point (309.99 ft), Headlands Lane (1,140.58 ft), and Bending Magnolia (155.01 ft) for maintenance and authorized the road to be added to the County Maintained Road List. The Commission also approved and authorized the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted the Surety Bond from Old Republic Surety Company on behalf of MCN of Pace, Inc. in the amount $189,120.80 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and “As-Built” construction plans.

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 prepare correspondence and send to Halley Dixon (Highway) to release and return surety bond with correspondence.

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

Contact:
Mr. Scott Hutchinson, P.E.
Goodwyn, Mills, & Cawood
2039 Main Street
Daphne, Alabama 36526

Additional instructions/notes: N/A

MAINTENANCE BOND

BOND NUMBER - [redacted]

KNOWN ALL MEN BY THESE PRESENTS, That we: MCN of Pace, Inc. _____, (Contractor or Owner) as Principal, and Old Republic Surety Company _____, (Surety) a corporate of the State of Wisconsin _____, as surety, are held and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of One hundred eighty-nine thousand, one hundred twenty and 80/100($189,120.80) , lawful money of the United States of America, to be paid to the said: **BALDWIN COUNTY COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this 1st day of September, 2020.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for S-14013 - Magnolia Shores Phase 1, SOV Baldwin County CMOB190021 (Name of Development) and in said Agreement is required to maintain the said work in good condition for a period of two years from the date the Baldwin County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest: _____

Contractor or Owner: MCN of Pace, Inc

By: _____
PRES

_____

Surety: Old Republic Surety Company

COUNTERSIGNED:

By: _____
Attorney-in-Fact

_____

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DAX GILL, OF PENSACOLA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
ONE MILLION DOLLARS($1,000,000)---------- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printedon colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16TH day of NOVEMBER, 2018.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 16TH day of NOVEMBER, 2018, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3032

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 1st day of September, 2020.

Assistant Secretary

DAX GILL INSURANCE AGENCY, LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 18, 2022

Scott Hutchinson, P.E.
Goodwyn, Mills & Cawood
2039 Main Street
Daphne, Alabama 36526

S-14013 – Magnolia Shores PH 1 – Bond Release

Dear Mr. Hutchinson,

The above referenced subdivision was inspected on August 15, 2022 for compliance with the submitted construction plans, there are no deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 423-0339 or at Josh.chiasson@baldwincountyal.gov

Sincerely,

Josh Chiasson
Permit/Subdivision Inspector

Cc: Tyler Mitchell P.E., – Construction Manager
File

BALDWIN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX: (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 22, 2022

To: Joey Nunnally, PE
County Engineer

From: Tyler Mitchell, PE
Construction Manager

RE: S-14013 – Magnolia Shores, Phase One – Release of Surety

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

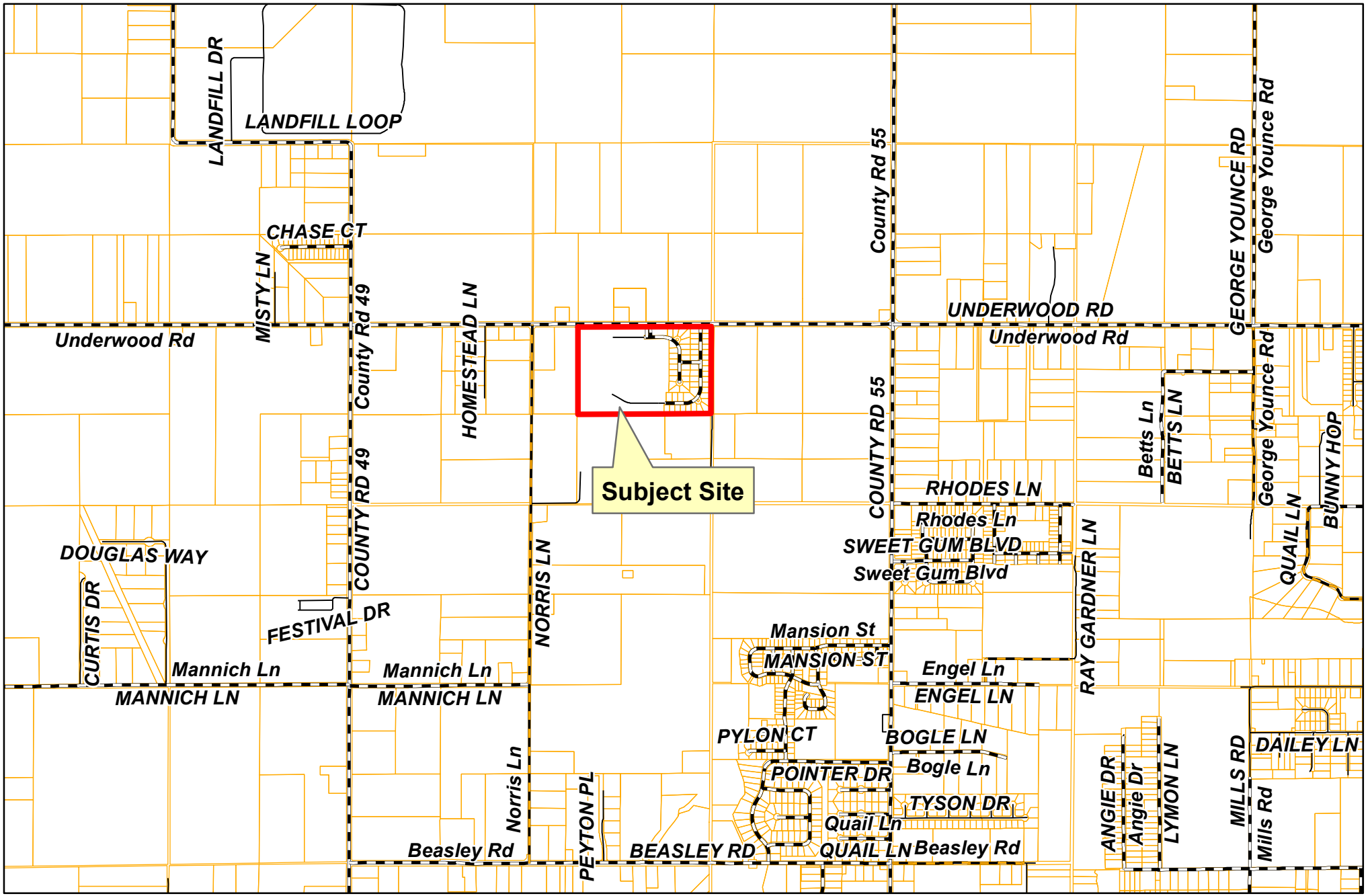
Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Tyler Mitchell, PE
Construction Manager

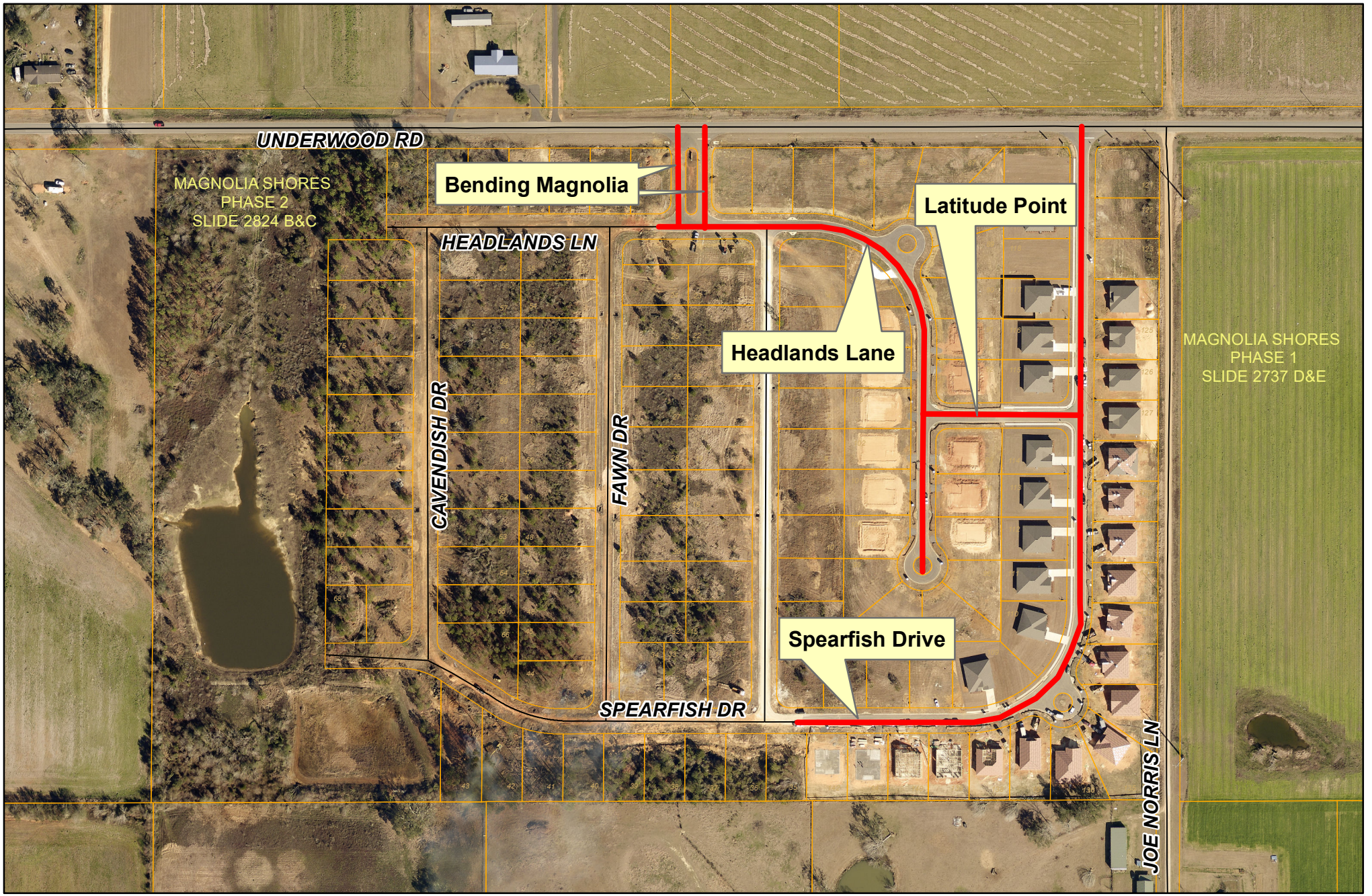
cc: file



S-14013 Magnolia Shores, Phase 1
Vicinity Map

N
W E
S

0 0.2 0.4 0.8 Miles



S-14013 Magnolia Shores, Phase 1
Site Map

N
W E
S

0 0.0275 0.055 0.11
Miles

Baldwin County Commission

Agenda Action Form

File #: 22-1413, **Version:** 1 **Item #:** CN2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Submitted by: Halley Dixon, Office Manager

ITEM TITLE
Case No. S-19037 - Tensaw Estates - Release Maintenance Bond

STAFF RECOMMENDATION
Authorize staff to release the Surety Document (Maintenance Bond) from Cincinnati Insurance Company on behalf of Southern Land Development, LLC for Tensaw Estates in the amount of $83,666.53 which guarantees the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final Plat and “As-Built” construction plans.

BACKGROUND INFORMATION

Background: The workmanship and materials for the roadways and drainage improvements have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations.*

Previous Commission action/date: September 1, 2020 - 1) Accepted Anglers Trail (2,755 ft) for maintenance and authorized the road to be added to the County Maintained Road List; and 2) Approved and authorized the Chairman to execute the Subdivision Roadway and Drainage Improvement Acceptance Agreement and accepted the Surety Bond from Cincinnati Insurance Company on behalf of Southern Land Development, LLC in the amount of $83,666.53 to guarantee the workmanship and materials of the roadways and drainage improvements within the public rights-of-way as shown on the approved Final and “As-Built” construction plans.

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 prepare correspondence and send to Halley Dixon (Highway) to release and return surety bond with correspondence.

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

Contact:
Mr. Vince LaCoste, P.E.
Bethel Engineering
3217 Executive Park Circle
Mobile, Alabama 36606

Additional instructions/notes: N/A

MAINTENANCE BOND

BOND NUMBER - [redacted]

KNOWN ALL MEN BY THESE PRESENTS, That we: Southern Land Development, LLC., (Contractor or Owner) as Principal, and Cincinnati Insurance Company, (Surety) a corporate of the State of Ohio, as surety, are held and firmly bound unto: **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** in the sum of Eighty three thousand six hundred sixty six dollars and 53/100, lawful money of the United States of America, to be paid to the said: **BALDWIN COUNTY COMMISSION, BALDWIN County, Alabama** its certain attorney or assigns, to which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, successors and assigns, and everyone of them, jointly and severally, firmly be these presents.

IN TESTIMONY WHEREOF, The said Principal has hereunto set his hand and seal, and said Surety has caused its corporate seal to be hereunto affixed, duly attested by its Attorney-in-Fact this 7th day of July, 2020.

WHEREAS, The said Principal did enter into a contract entitled Subdivision Roadway Drainage Improvement Acceptance Agreement (the "Agreement") with the said **BALDWIN COUNTY COMMISSION, BALDWIN COUNTY, ALABAMA** for Tensaw Estates Subdivision Streets and Drainage (Name of Development) and in said Agreement is required to maintain the said work in good condition for a period of two years from the date the Baldwin County Commission votes in the affirmative to accept for maintenance the roadway and drainage improvements made the subject of the Agreement.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall well and truly, at the request of the said Obligee, or its proper representative or representatives, maintain the said work in good condition. The term of the bond extends 24 months beyond the full execution of the Agreement including any necessary extensions during repair periods.

Attest:

Contractor or Owner: Southern Land Development, LLC

By:

Surety: Cincinnati Insurance Company

By:
AnnaBelle Rushing, Attorney-in-fact

COUNTERSIGNED:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing; Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 7th day of July, 2020

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Scott R Bolen

Assistant Secretary

BN-1005 (5/12)

BALDWIN COUNTY
HIGHWAY DEPARTMENT
P.O. Box 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 18, 2022

Vince LaCoste, P.E.,
Bethel Engineering
3217 Executive Park Circle
Mobile, AL 36606

S-19037 – Tensaw Estates – Bond Release

Dear Mr. LaCoste,

The above referenced subdivision was inspected on July 28, 2022 for compliance with the submitted construction plans, there are no deficiencies at this time.

If you have any questions or concerns, do not hesitate to contact me at (251) 202-1693 or at jlundy@co.baldwin.al.us

Sincerely,

John Lundy
Permit/Subdivision Inspector

Cc: Tyler Mitchell P.E., – Construction Manager
File

BALDWIN COUNTY
HIGHWAY DEPARTMENT

P.O. BOX 220
SILVERHILL, ALABAMA 36576
TELEPHONE: (251) 937-0371
FAX: (251) 937-0201

JOEY NUNNALLY, P.E.
COUNTY ENGINEER

August 22, 2022

To: Joey Nunnally, PE
County Engineer

From: Tyler Mitchell, PE
Construction Manager

RE: S-19037 – Tensaw Estates – Release of Surety

Please allow this letter to serve as notification that the workmanship and materials for the roadways and drainage improvements on the above referenced subdivision have been inspected and approved in accordance with the *Baldwin County Subdivision Regulations*.

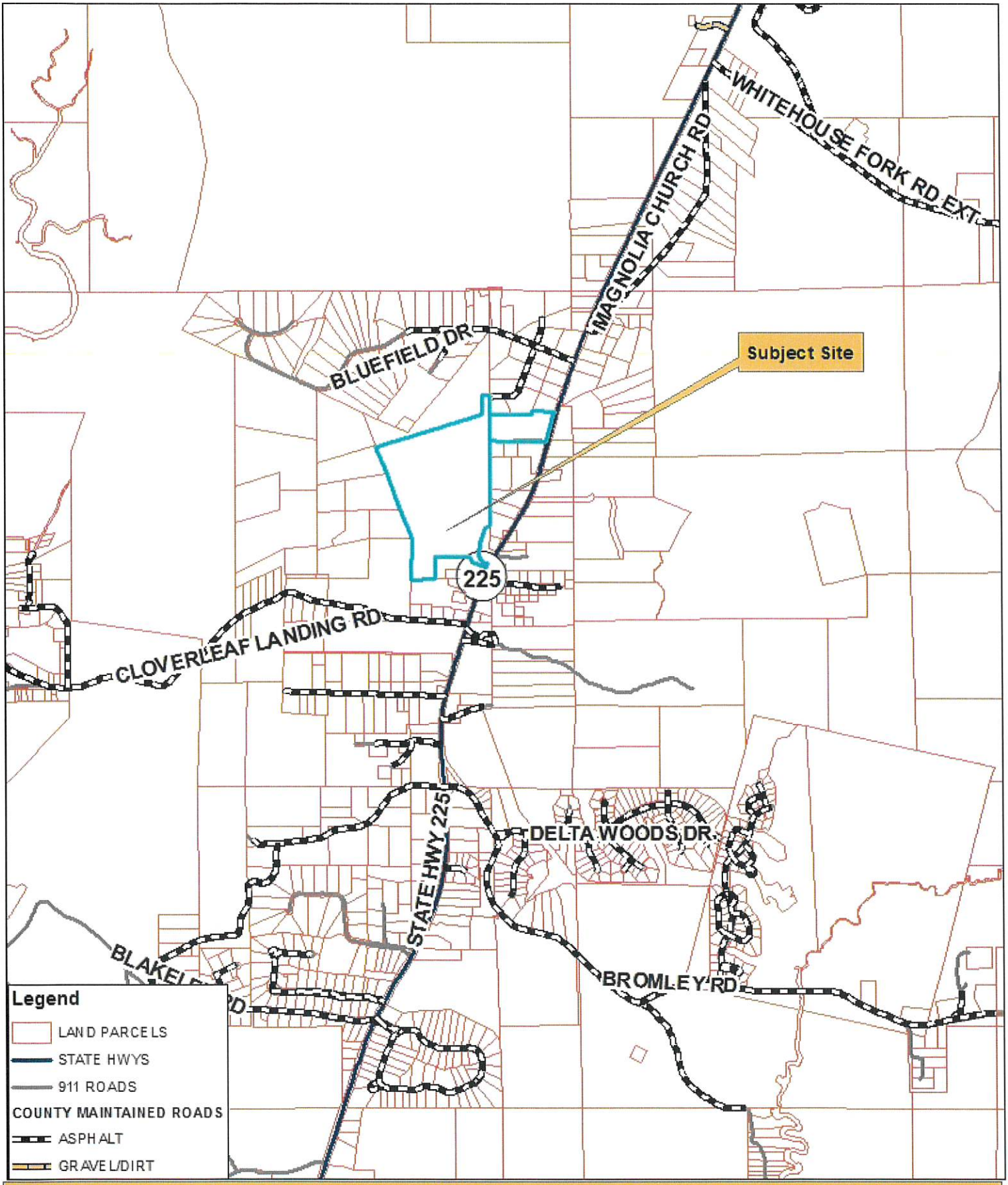
Release of surety is hereby authorized.

Please contact me if any further information is required.

Thank you.

Tyler Mitchell, PE
Construction Manager

cc: file



S-19037 - Tensaw Estates
Vicinity Map



S-19037 - Tensaw Estates
Site Map

N
W E
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0 0.05 0.1 0.2 Miles

THE SEAL OF BALDWIN COUNTY ALABAMA
Baldwin County
1809

Baldwin County Commission

Agenda Action Form

File #: 22-1400, **Version:** 1 **Item #:** CN3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Submitted by: Stacy Appleton, Design Tech 3

ITEM TITLE
Funding Request Letter to ALDOT for Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Formula Program

STAFF RECOMMENDATION
Approve and authorize the Chairman to execute the submission of funding request letter to the Alabama Department of Transportation (ALDOT) requesting the utilization of Promoting Resilient Operations For Transformative, Efficient, And Cost-saving Transportation (PROTECT) Formula Program funds for the proposed interchange modification at Baldwin Beach Express (BBE) and Interstate10 (I-10)

BACKGROUND INFORMATION

Background:
The Bipartisan Infrastructure Law (BIL) establishes the PROTECT Formula Program to help make surface transportation more resilient to natural hazards, including climate change, sea level rise, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure. ALDOT has received $28 million as a direct component of the PROTECT Formula Program.

This proposed project could provide a new northbound to westbound loop, two (2) northbound overpass bridges, and traffic signal modifications. This will improve safety and efficiency of the existing evacuation route. Also, this proposed project is the first of six phases of the Baldwin Beach Express II (BBE II) extension to I-65. Once BBE II is extended it will provide an alternate option to State Route 59 further strengthening the region's evacuation routes.

Previous Commission action/date: 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: Have Administration prepare correspondence using attached letter and return to Highway Department, Stacy Appleton for further action.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Alabama Department of Transportation
Mr. John R. Cooper
Transportation Director
1409 Coliseum Blvd
Montgomery, Alabama 36110

Additional instructions/notes: N/A

September 6, 2022

Alabama Department of Transportation
Mr. John R. Cooper
Transportation Director
1409 Coliseum Blvd
Montgomery, Alabama 36110

Re: Promoting Resilient Operations For Transformative, Efficient, And Cost-Saving Transportation (Protect) Formula Program – Baldwin Beach Express at Interstate 10

Dear Mr. Cooper,

The Baldwin County Commission is requesting ALDOT to utilize Promoting Resilient Operations for Transformative, Efficient, And Cost-Saving Transportation (PROTECT) Formula Program funds for the proposed interchange modification at Baldwin Beach Express (BBE) at Interstate 10 (I-10). BBE provides critical access to I-10 in order to evacuate south Baldwin County. The project will provide community resilience and strengthen evacuation routes that are essential for providing and supporting evacuations caused by emergency events.

This proposed project could provide a new northbound to westbound loop, two (2) northbound overpass bridges, and traffic signal modifications. This will improve safety and efficiency of the existing evacuation route. Also, this proposed project is the first of six phases of the Baldwin Beach Express II (BBE II) extension to I-65. Once BBE II is extended it will provide an alternate option to State Route 59 further strengthening the region's evacuation routes.

Baldwin County is the fastest growing county by population in the state of Alabama according to the 2020 Census Data. Baldwin County also leads Alabama with the number of visitors. Last year over 7 million tourists and visitors visited Baldwin County. Public access to evacuation routes is critical to the residents of Baldwin County and citizens of the State of Alabama.

Thank you in advance for your consideration of this request. We look forward to working with you to improve resiliency for the Baldwin Beach Express and Interstate 10.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

cc: Matthew Ericksen, Region Engineer
Edward N. Austin, Chief Engineer
Clay McBrien, Assistant Chief Engineer, Policy & Planning
Joey Nunnally, County Engineer

Promoting Resilient Operations For Transformative, Efficient, And Cost-Saving Transportation (Protect) Formula Program – Baldwin Beach Express at Interstate 10
Proposed Interchange Modification



Baldwin County Commission

Agenda Action Form

File #: 22-1398, **Version:** 1 **Item #:** CN4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Mike Campbell, Engineering Technician I
Submitted by: Halley Dixon, Office Manager

ITEM TITLE
License Agreement No. 22011 - Marlow Ferry Park

STAFF RECOMMENDATION
Take the following actions:

1) Approve License Agreement No. 22011 permitting Baldwin County Sewer Service, LLC, c/o Richie Barnett to install a 1.5-inch sewer force main for 16225 Adams Lane. The term of this agreement shall commence on the date of full execution. License for installation shall terminate at 11:59 p.m. on April 30, 2023. License for maintenance shall be indefinite according to the terms of the agreement; and

2) Authorize the County Engineer to execute Utility Permit # SC-22002.

BACKGROUND INFORMATION

Background: Baldwin County Sewer Service, LLC, desires to install a 1.5-inch sewer force main for 16225 Adams Lane on the southern side of Marlow Ferry Park west of Adams Lane. The Baldwin County Utility Permit guidelines shall be utilized in pursuit of the attached Utility Permit # SC-22002. Any damages to private property or County right-of-way shall be repaired to 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 licensee shall have the property surveyed and staked prior to performing any work thereon. All improvements constructed by the licensee shall be maintained by the licensee for any and all portions of the property that are not county maintained. Any further development shall not be allowed until a new agreement is obtained.

Previous Commission action/date: 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: 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 prepare correspondence and have license agreement executed by Chairman. Send correspondence with original agreement to Halley Dixon. Mike Campbell will issue the license agreement and conduct all necessary follow-up inspections on work performed.

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

Contact:
Baldwin County Sewer Service, LLC
Attn: Richie Barnett
Operations Manager
14747 Underwood Road
Summerdale, Alabama 36580

Additional instructions/notes: Administration - upload to BCAP with Tyler Mitchell as originator.

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 **Marlow Ferry Park** 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 1.5-inch sewer service for 16225 Adams Lane. (The Baldwin County Utility Permit Guidelines shall be utilized in pursuit of the attached Utility Permit # SC-22002. 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**, a revocable, non-exclusive and temporary license (the "License") to enter upon the Property as is reasonably required to **install a 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 **Marlow Ferry Park** 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 **April 30, 2023**. 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:

BCSS

BY: _____ 8/10/22
/Date

State of Alabama)

County of Baldwin)

I, Deborah K. Hardewick, a Notary Public in and for said County, in said State, hereby certify that Richie Barnett, 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 10th day of August, 2022.

Deborah K. Hardewick
Notary Public

My Commission Expires: 8-1-24

LICENSOR:

ATTEST:

BALDWIN COUNTY, ALABAMA

_____/_____
Ronald J. Cink /Date
Budget Director

_____/_____
James E. Ball /Date
Chairman

State of Alabama)

County of Baldwin)

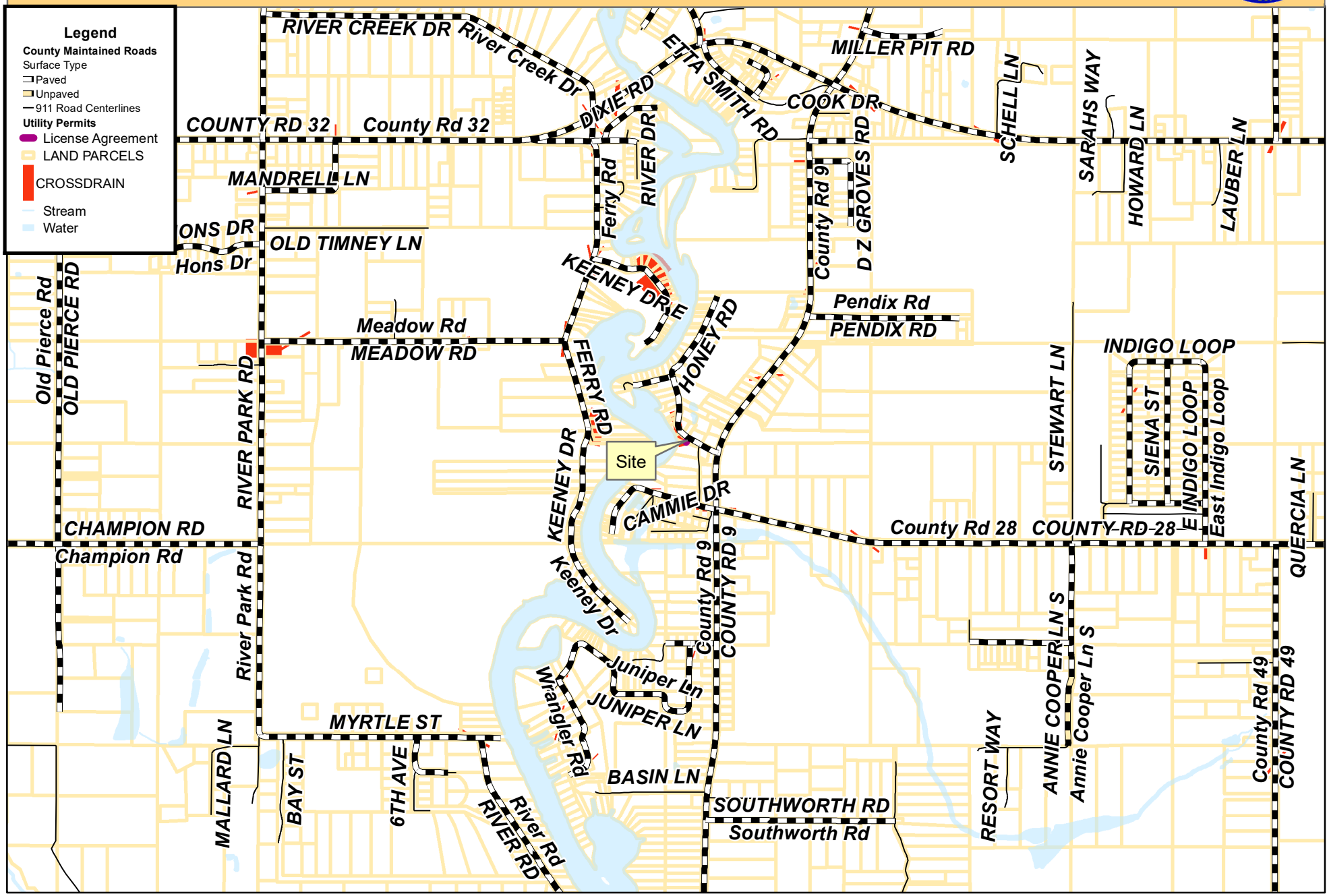
I,_____, a Notary Public in and for said County, in said State, hereby certify that James E. Ball and Ronald J. Cink, as Chairman and Budget Director, respectively, of the Baldwin County Commission, and whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me 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 _____, 2022.

_____
Notary Public

My Commission Expires:_____

LA # 22011 BCSS Marlow Ferry Park
Vicinity Map



LA # 22011 BCSS Marlow Ferry Park
Site Map



BALDWIN COUNTY
HIGHWAY DEPARTMENT
ROW Utility Inspection
PO Box 220
SILVERHILL, ALABAMA 36576
(251) 972-6831
FAX (251) 972-6832

Joey Nunnally, P.E.
COUNTY ENGINEER

SC Number 22002

BALDWIN COUNTY HIGHWAY DEPARTMENT
NOTIFICATION TO CONSTRUCT ON COUNTY RIGHT OF WAY
FOR SEWER SERVICE CONNECTIONS

For questions/information please contact Baldwin County Permit Division
OFFICE: 251-972-6831 FAX: 251-937-0227

Utility Name Baldwin County Sewer Service
Contact Person Ryne Engel
Phone Number 251-971-3022
Cellular Number 251-284-2122
Fax Number 251-971-6039
Mailing Address 14747 Underwood Rd.
Summerdale, AL 36580
E-Mail Address rengel@baldwincountysewer.com

1. SERVICE CONNECTION LOCATION/IDENTIFICATION

A. Section 5 Township 7S Range 3E
B. Subdivision Name NA Lot No. -
C. Physical address of connection 16225 Adams Ln.
Summerdale, AL 36580
D. Size and type of connection 1 1/2" HDPE Service
E. (check all that apply)
___ Bore under County Road
X Tap into Main Sewer Line
___ Connection to existing stub out
___ Connection to Pumping Station

2. MAIN SEWER LINE IDENTIFICATION

A. Size and Type of Main Sewer Line 12" HDPE
B. Maximum Capacity of Main Sewer Line (# of households) 4,000
C. Number of Existing Service Connections (# of households) 40
D. Remaining Capacity of Main Sewer Line (# of households) 3,960

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M-F)

3. UTILITY AGREEMENT

The Utility agrees to submit this form to Baldwin County a minimum of 36 hours prior to the work being performed.

The Utility agrees to conform to the provisions of the Current County Standards for the Accommodations of Utilities on Highway Right of Way. It is further agreed that the applicable provisions of the laws of Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

As a condition for permission to install its facilities upon County Right of Way, the Utility agrees to relocate said facilities at the Utilities expense in the event such future relocation is required due to upgrading o reconstruction of the road upon which the facilities are located.

The County, in accepting this Notification does not in any way assume responsibility for the maintenance of this facility. The County shall not be responsible for any claims for damage done to Private property, Public facilities, or the traveling public which may occur as a result of this installation.

The Utility agrees to have a copy of this signed Agreement on the job site at all times while said work is being performed.

Traffic Control Devices shall be installed and maintained by the Utility in accordance with the Manual of Uniform Traffic Control Devices while construction in the Right of Way is being performed.

The Utility must begin work on this project within 7 days from the date noted by Baldwin County on the signature block below. In the event work does not begin within 7 days, the Utility must notify the Utility Inspector of the Baldwin County Highway Department and must receive, in writing, an extension of this Agreement.

All Permits must include a vicinity map clearly identifying the location of the Service connection being permitted.

All disturbed areas must be graded and re-seeded, sodded, or otherwise protected from erosion.

I, Ryne Engel as representative of BCSS (Utility name) have read this Agreement and do hereby certify that all stipulations stated herein will be adhered and as directed by the Baldwin County Highway Department. I understand that failure to adhere to these conditions for working within the County Right of Way may result in denial of any future permits to work in County Rights of Way until such time that BCSS (Utility name) complies with these standards and conditions as so stated.

Signed _____

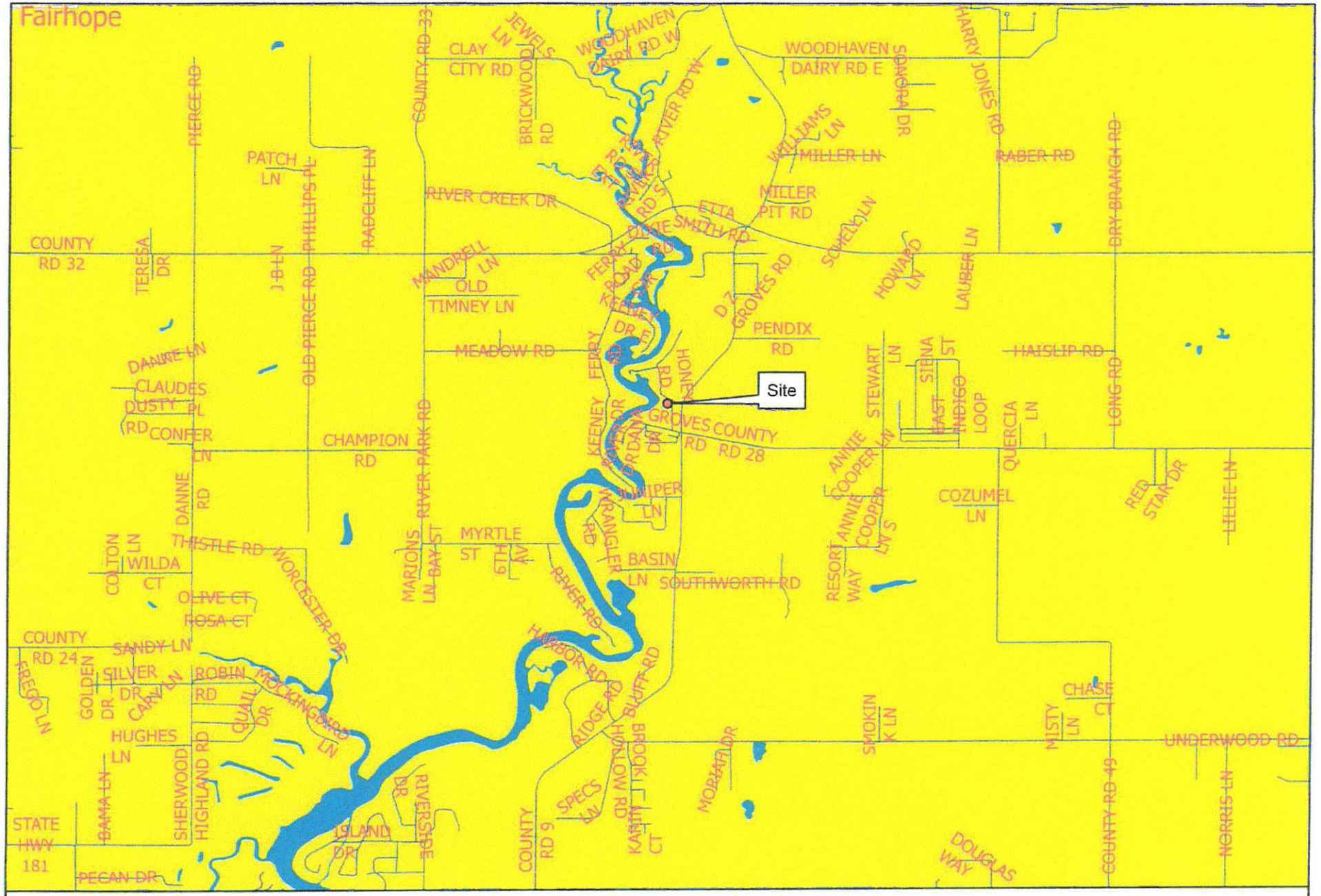
Title Project Manager

Date 8-2-2022

This Notification was received by _____ on _____ (date) via facsimile ☐; hand delivery ☐; US mail ☐ and is herewith accepted for the record.

Baldwin County Representative _____

Title _____ Date _____



16225 Adams Ln.
Vicinity Map



Notes:
-ROW = 60'
-Min. Bury 36"
-Site to be repaired with gravel
-Entire job to be bored

16225 Adams Ln.
GPI

BCSS
BALDWIN COUNTY SEWER SERVICE
clean and simple



Notes:
-ROW = 60'
-Min. Bury 36"
-Site to be repaired with gravel
-Entire job to be bored

16225 Adams Ln.
GPI

BCSS
BALDWIN COUNTY SEWER SERVICE
clean and simple

Baldwin County Commission

Agenda Action Form

File #: 22-1429, **Version:** 1 **Item #:** CN5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Seth Peterson, P.E., Pre-Construction Manager
Tate Chalfant, Right-of-Way Manager

Submitted by: Stacy Appleton, Design Tech III

ITEM TITLE
Project No. 0220919 / HW19209000 - Sonnie Lynn Lane - Quitclaim Deed

STAFF RECOMMENDATION
Take the following actions:

1) **RESCIND** the portion of the action taken by the Baldwin County Commission, during its July 19, 2022, regular meeting related to Agenda Item BN6 which authorized the Chairman to execute Quitclaim Deeds conveying any and all right and title to certain portions of right-of-way owned by Baldwin County on Sonnie Lynn Lane to the following property owners:

Tracts 3 & 3A - H. Leslie Taylor Properties, LTD, and Emanuel Holdings, LLC.; and

2) **AUTHORIZE** the Chairman to execute a Quitclaim Deed conveying any and all right and title to certain portions of right-of-way owned by Baldwin County on Sonnie Lynn Lane to the following property owner:

Tracts 3 & 3A - Belle Fountain Land Company, LLC

BACKGROUND INFORMATION

Background: The owners of Tracts 3 and 3A, H. Leslie Taylor Properties, LTD, and Emanuel Holdings, LLC, transferred ownership of their remnant property on July 18, 2022. The previous Commission action on July 19, 2022, authorized the Chairman to execute a Quitclaim Deed to H. Leslie Taylor Properties, LTD, and Emanuel Holdings, LLC. This agenda item will rescind that portion of the previous action and authorize the Chairman to execute a new Quitclaim Deed to the new property owner, Belle Fountain Land Company, LLC. Due to survey correction, deed descriptions were revised for the Sonnie Lynn Lane project. This required the Commission to quitclaim land that was inadvertently acquired from adjacent landowners.

Previous Commission action/date: July 19, 2022 - Authorized the Chairman to execute Quitclaim Deeds conveying any and all right and title to certain portions of right-of-way owned by Baldwin County on Sonnie Lynn Lane to the following previous property owners: Tracts 3 & 3A - H. Leslie Taylor Properties, LTD, and Emanuel Holdings, LLC.

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 Quitclaim Deed template used.

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 prepare correspondence and have Chairman execute Quitclaim Deed. Send original correspondence and quitclaim deed to Highway Department (Tate Chalfant) for recording and delivery.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Belle Fountain Land Company, LLC
P. O. Box 907
Gulf Shores, AL 36547
Additional instructions/notes: Administration - place in tickler pending receipt of executed/recorded deed; upload to BCAP and add to conveyance book

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220919 / HW19209000
Sonnie Lynn Lane
AFM from EOM North 0.57 Miles
05-40-09-30-0-000-011.000
Tract No. 3 & 3A

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration this day paid to Grantor by Belle Fountain Land Company, LLC, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tracts Number 3 and 3A on Sonnie Lynn Lane, Project No. 0220919 / HW19209000 in Baldwin County, Alabama and being more fully described as follows:

Tract 3, Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama (the grantor's southwest property corner) and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

Tract 3A, Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama;

Thence run easterly along the south line of said Quarter/Quarter a distance of 25 feet, more or less, to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 874 feet, more or less, to a point on the acquired R/W line;

Thence run southeasterly along a curve to the left a distance of 38 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 30+01.95);

Thence run southeasterly along the acquired R/W line a distance of 118 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 28+83.50);

Thence run southerly along a curve to the right a distance of 50 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 28+39.68);

Thence run southerly along the acquired R/W line a distance of 678 feet, more or less, to a point on the grantor's south property line;

Thence run westerly 35 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.606 acres, more or less.

And as shown on the correction right of way map of record in the Baldwin County Highway Department, as an aid to persons and entities interested therein.

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the _____ day of _____, 2022.

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
James E. Ball
Chairman of Baldwin County Commission

Attest:

By: _____
Ronald J. Cink
Budget Director

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, a Notary Public, in and for said County in said State, hereby certify that James E. Ball, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Ronald J. Cink, whose name as Budget Director, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and official seal this _____ day of _____, 2022.

_____
NOTARY PUBLIC

My Commission Expires: _____

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

THIS INSTRUMENT PREPARED BY:
BALDWIN COUNTY HIGHWAY DEPARTMENT
ROBERTSDALE, ALABAMA 36567

TC

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Project No. 0220919 / HW19209000
Sonnie Lynn Lane
AFM from EOM North 0.57 Miles
05-40-09-31-0-000-011.000
Tract No. 3 & 3A

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama, hereinafter referred to as the Grantor, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration this day paid to Grantor by H. Leslie Taylor Properties, LTD, an Alabama Limited Partnership, owner of a 50% interest and Emanuel Holdings, LLC, an Alabama Limited Liability Company, owner of 50% interest, hereinafter referred to as Grantee, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby REMISE, RELEASE, QUITCLAIM AND CONVEY unto the Grantee, all of Grantor's right, title, interest and claim in and to the following described real property, subject to the covenants contained herein and the rights of any utilities which may be on, over, or under said real estate, situated in Baldwin County, Alabama, to wit:

A part of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, identified as Tracts Number 3 and 3A on Sonnie Lynn Lane, Project No. 0220919 / HW19209000 in Baldwin County, Alabama and being more fully described as follows:

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Thence run northerly along the grantor's west property line a distance of 1334 feet, more or less, to the grantor's northwest property corner;

Thence run easterly along the grantor's north property line a distance of 28 feet, more or less, to a point on the acquired R/W line;

Thence run southerly along the acquired R/W line a distance of 1334 feet, more or less, to a point on the grantor's south property line;

Thence run westerly along the grantor's south property line a distance of 25 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.815 acres, more or less.

Tract 3A, Parcel 1 of 1:

Commencing at the purported southwest corner of the Southwest Quarter of the Southeast Quarter of Section 30, Township 5 South, Range 5 East, in Baldwin County, Alabama;

Thence run easterly along the south line of said Quarter/Quarter a distance of 25 feet, more or less, to the grantor's southwest property corner and being the Point of Beginning of the property herein to be conveyed;

Thence run northerly along the grantor's west property line a distance of 874 feet, more or less, to a point on the acquired R/W line;

Thence run southeasterly along a curve to the left a distance of 38 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 30+01.95);

Thence run southeasterly along the acquired R/W line a distance of 118 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 28+83.50);

Thence run southerly along a curve to the right a distance of 50 feet, more or less, to a point (said point is offset 30 feet right of and perpendicular to project centerline at station 28+39.68);

Thence run southerly along the acquired R/W line a distance of 678 feet, more or less, to a point on the grantor's south property line;

Thence run westerly 35 feet, more or less, to the Point of Beginning of the property herein conveyed and containing 0.606 acres, more or less.

And as shown on the correction right of way map of record in the Baldwin County Highway Department, as an aid to persons and entities interested therein.

TO HAVE AND TO HOLD unto the said Grantee, or its successors and assigns for FOREVER.

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

IN WITNESS WHEREOF, the Grantor has hereunto caused this instrument to be executed by its duly authorized representative on this the 19th day of July, 2022.

BALDWIN COUNTY, ALABAMA,
by and through the Baldwin County Commission,
a political subdivision of the State of Alabama

By: _____
James E. Ball
Chairman of Baldwin County Commission

Attest:

By: _____
Ronald J. Cink
Budget Director

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, Carjetta Crook, a Notary Public, in and for said County in said State, hereby certify that James E. Ball, whose name as Chairman of the County Commission of BALDWIN COUNTY, ALABAMA, a political subdivision of the State of Alabama, and Ronald J. Cink, whose name as Budget Director, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said political subdivision .

Given under my hand and official seal this 19th day of July, 2022.

_____
NOTARY PUBLIC

CARJETTA CROOK NOTARY PUBLIC STATE OF ALABAMA

My Commission Expires: July 14, 2025

My Commission Expires:

GRANTOR'S ADDRESS:

BALDWIN COUNTY HIGHWAY DEPARTMENT
P.O. BOX 220
SILVERHILL, ALABAMA 36576

AFM Sonnie Lynn Lane
Site Map

N
W E
S

TRACT 7
TRACT 6
TRACT 5
TRACT 4
TRACT 3 / 3A
TRACT 2
TRACT 1

Lawrence Moseley Rd

Sonnie Lynn Ln

Sonnie Lynn Ln

90

Legend

- AFM Sonnie Lynn Ln
- 911 Road Centerlines
- US HWYS

CountyMaintainedRoads

- Paved
- Unpaved

Baldwin County Commission

Agenda Action Form

File #: 22-1430, **Version:** 1 **Item #:** CQ1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director
Ann Simpson, Director of Transportation
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Baldwin Regional Area Transit System Department - Position Change

STAFF RECOMMENDATION
Take the following actions:

1) Reclassify the full-time Customer Service Representative I position (PID #5226), grade 306 ($30,680.00 annually) to a part-time Customer Service Representative I position grade 306 ($22,243.00 annually); and

2) Approve the updated organizational chart for the BRATS Administration Department.

BACKGROUND INFORMATION

Background: The Director of Transportation respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $8,437.00 - approximate annual savings

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

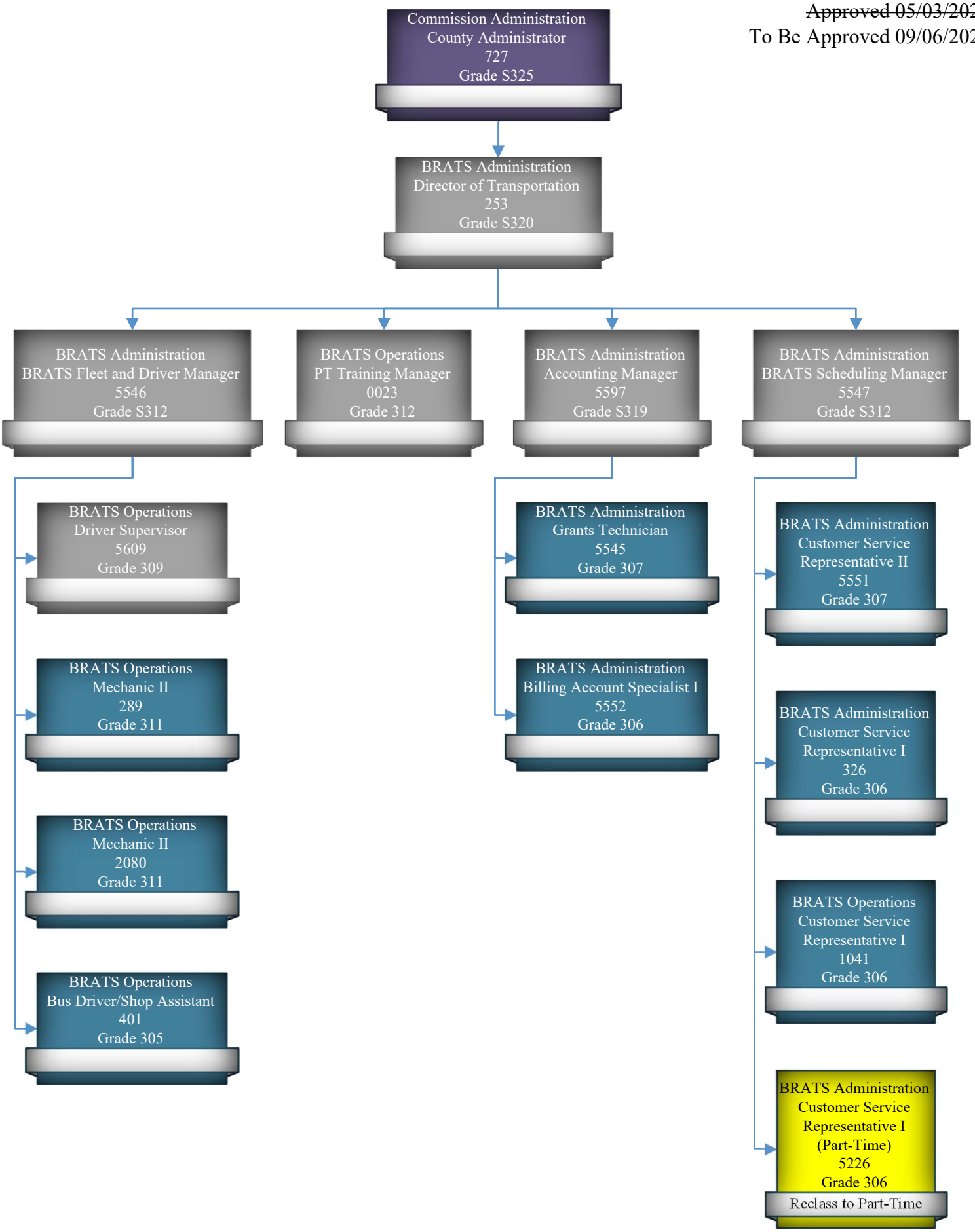
For time-sensitive follow up, select deadline date for follow up: N/A

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

~~Approved 05/03/2022~~
To Be Approved 09/06/2022



Baldwin County Commission

Agenda Action Form

File #: 22-1431, **Version:** 1 **Item #:** CQ2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Central Annex I - Employment of One (1) Custodian Position

STAFF RECOMMENDATION
Approve the employment of Rhonda Ryals to fill the open Custodian position (PID #5404) at a grade 303 ($12.75 per hour / $26,520.00 annually) to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: The Custodian position was vacated in July 2022. The Budget Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $26,520.00 - budgeted

Budget line item(s) to be used: 10051992.51130

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

File #: 22-1432, **Version:** 1 **Item #:** CQ3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Bay Minette) - Promotion of Employee

STAFF RECOMMENDATION
Approve the promotion of Luke Killingsworth from the Operator Technician I position (PID #4046) grade 307 ($15.87 per hour / $33,009.60 annually) to fill the open Operator Technician II position (PID #248) grade 308 ($17.14 per hour / $35,651.12 annually) to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: The Operator Technician II position was vacated due to the resignation of the employee. The County Engineer respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $35,651.12 - budgeted

Budget line item(s) to be used: 11153111.51130

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

File #: 22-1433, **Version:** 1 **Item #:** CQ4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Foley) - Employment of One (1) Operator Technician I Position

STAFF RECOMMENDATION
Approve the employment of Joseph Avery to fill the open Operator Technician I position (#638) at a grade 307 ($15.48 per hour / $32,198.40 annually) to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: The Operator Technician I position was vacated due to the promotion of the previous employee. The County Engineer respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $32,198.40 - budgeted

Budget line item(s) to be used: 11153113.51130

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

File #: 22-1434, **Version:** 1 **Item #:** CQ5

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, County Engineer
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Highway Department (Silverhill) - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the employment of James Milstid to fill the open Operator Technician I position (#1057) at a grade 307 ($17.00 per hour / $35,360.00 annually), with said salary due to experience; and

2) Approve the employment of Daniel Ruiz to fill the open Operator Technician Trainee position (#5488) at a grade 304 ($13.38 per hour / $27,830.40 annually); and

3) Approve the employment of Casey Craven to fill the open Operator Technician Trainee position (#5489) at a grade 304 ($13.38 per hour / $27,830.40 annually); and

4) Approve the employment of Cory Homan to fill the open Operator Technician Trainee position (#5490) at a grade 304 ($13.38 per hour / $27,830.40 annually); and

5) Approve the employment of Noah Johnson to fill the open Operator Technician Trainee position (#5491) at a grade 304 ($13.38 per hour / $27,830.40 annually).

These action shall be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: The Operator Technician I and Trainee positions were vacated due to the promotion/resignation of the previous employees. The County Engineer respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $146,681.60 - 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

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

File #: 22-1436, **Version:** 1 **Item #:** CQ6

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Ballard, JDC Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Juvenile Detention Center - Employment of One (1) Part-time Detention Worker I Position

STAFF RECOMMENDATION
Approve the employment of Daniel Gates to fill the part-time Detention Worker I position (PID #21) at a grade 308 ($16.26 per hour) to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: The part-time Detention Worker I position was vacated due to the resignation of the previous employee. The JDC Director respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $24,520.08 - budgeted

Budget line item(s) to be used: 10552610.51130

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

File #: 22-1444, **Version:** 1 **Item #:** CQ7

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Brian Peacock, CIS Director
Madison Steele, Horticulturist
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Parks Department - Promotion of Employees

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of David Bradford from the Landscape Technician I position (PID #5564) grade 306 ($15.73 per hour / $32,718.40 annually) to fill the open Landscape Technician II position (PID #5377) at a grade 307 ($16.99 per hour / $35,339.20 annually); and

2) Approve the promotion of Michael Anderson from the Landscape Technician I position (PID #4043) grade 306 ($15.65 per hour / $32,552.00 annually) to fill the open Landscape Technician II position (PID #5658) at a grade 307 ($16.90 per hour / $35,152.00 annually); and

3) Approve the promotion of Hunter Long from the Landscape Technician I position (PID #531) grade 306 ($14.75 per hour / $30,680.00 annually) to fill the open Landscape Technician II position (PID #5378) at a grade 307 ($15.93 per hour / $33,134.40 annually); and

4) Approve the promotion of Timothy Bryars from the Landscape Technician I position (PID #4041) grade 306 ($14.75 per hour / $30,680.00 annually) to fill the open Landscape Technician II position (PID #5659) at a grade 307 ($15.93 per hour / $33,134.40 annually); and

These actions shall to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: Two Landscape Technician II positions were created in March 2022 and two positions were vacated in August 2022 due to the promotion of the previous employees. The Horticulturist respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $136,760.00 - budgeted

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

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

File #: 22-1437, **Version:** 1 **Item #:** CQ8

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Request for Leave of Absence - Fairhope Courthouse

STAFF RECOMMENDATION
At the request of the Budget Director, approve a Leave of Absence for employee #180758 beginning August 31, 2022, for up to a 3-month period as outlined in the Baldwin County Employee Handbook, Section IV.I. "If an employee exhausts all of his or her annual, sick and FMLA leave and still needs additional time off for personal or health reasons, he or she may apply for an unpaid leave of absence for a period of up to three (3) months. The request for leave must be given to the employee's supervisor and Appointed Department Head at least thirty (30) days prior to the start of the requested leave date unless the leave is an emergency. Any request for leave of absences must be approved or denied by the County Commission."

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: 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: Personnel

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

File #: 22-1439, **Version:** 1 **Item #:** CQ9

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Teddy Faust, Revenue Commissioner
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Revenue Commission - Appointment of Chief Clerk of Collections

STAFF RECOMMENDATION
Approve the appointment of Joseph H. Davis to fill the open Chief Clerk of Collections position (#179) at a grade S323 ($85,000.00 annually) to be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: Code of Alabama, section 45-2-120.12, states that "Two appointed employee positions may be filled by the Revenue Commissioner which positions shall be designated Chief Clerk of Collections and Chief Appraiser." The Revenue Commissioner respectfully requests that the above recommendation is approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $85,000.00 - budgeted

Budget line item(s) to be used: 10051600.51130

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

File #: 22-1440, **Version:** 1 **Item #:** CQ10

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
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 - Personnel Changes

STAFF RECOMMENDATION
Take the following actions:

1) Approve the promotion of Rachel Philyaw from the Scale Attendant I position (PID #5253) grade 306 ($15.80 per hour / $32,864.00 annually) to fill the open Operations Support Specialist II position (PID #5585) grade 307 ($17.06 per hour / $35,484.80 annually), in the Solid Waste Collections Department (51154800); and

2) Approve the employment of Randy Hughes to fill the open Landfill Equipment Operator II (PID #5502) at a grade 308 ($17.25 per hour / $35,880.00 annually) in the Magnolia Landfill Department (51054300).

These actions shall be effective no sooner than September 12, 2022.

BACKGROUND INFORMATION

Background: These positions were vacated due to the promotion/resignation of the previous employees. The Development and Environmental Director respectfully requests that the above recommendations are approved.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $71,364.80 - budgeted

Budget line item(s) to be used: 51154800.51130, 51054300.51130

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

File #: 22-1438, **Version:** 1 **Item #:** CQ11

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ron Cink, Budget Director
Deidra Hanak, Personnel Director
Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE
Transfer of One (1) Vehicle from Personnel Department to Commission Administration Department

STAFF RECOMMENDATION
Approve the transfer of one (1) 2014 Jeep Patriot, VIN #1C4NJRBB7ED707733, from the Personnel Department (10051962) to the Commission Administration Department (10051125) at no charge and authorize the Chairman to execute the Fixed Asset Change Form.

BACKGROUND INFORMATION

Background: The custodial staff in Bay Minette is in need of a vehicle. The Personnel Department is transferring a 2014 Jeep Patriot to the Commission Administration Department.

Previous Commission action/date: 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: Administration Staff have form signed by Chairman and send to Wanda Gautney, Purchasing Director.

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

Additional instructions/notes: Administration - Notify Victoria Key to update Administration's vehicle file.

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8/9/2022

Fixed Asset: _____ Year: 2014

_____ Model: Jeep Patriot 4WD

_____ S/N: 1C4NJRBB7ED707733

_____ Tag #: 43422 CO

_____ Mileage: 36826

_____ Value: $8,900

Subject to Commission approval, the fixed asset above of the

Personnel Department will be:

Transferred to: 51125 Commission Administration/Custodial

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

Deidra Hanak, Personnel Director	Ronald Cink, Budget Director
Department Head relinquishing Fixed asset item	Department Head accepting fixed asset item
_____	_____
APPROVED, Baldwin County Commission	Date Approved

Baldwin County Commission

Agenda Action Form

File #: 22-1390, **Version:** 1 **Item #:** FA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Joey Nunnally, P.E., County Engineer
Tyler Mitchell, P.E., Construction Manager
Submitted by: Halley Dixon, Office Manager

ITEM TITLE
South Alabama Mega Site Development Project - Engineering Services

STAFF RECOMMENDATION
1) Waive Baldwin County Commission Policy #9.10 - Engineering, Environmental Monitoring and Surveying Services; and

2) Approve on-call consultant Volkert, Inc. to perform engineering services for the South Alabama Mega Site Development Project with fees not to exceed $4,232,020.00.

BACKGROUND INFORMATION

Background: Volkert, Inc. will perform engineering services for the Mega Site Project. The proposed fee of $4,232,020.00 exceeds the $100,000.000 limit outlined in Baldwin County Policy #9.10.

Previous Commission action/date: N/A

FINANCIAL IMPACT

Total cost of recommendation: $4,232,020.00

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: Upon Commission Approval, the Highway Department will issue a Notice to Proceed to Volkert

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

Additional instructions/notes: N/A

BALDWIN COUNTY COMMISSION

POLICY #9.10	
Subject	Engineering, Environmental Monitoring and Surveying Services
Date Adopted	January 19, 2016
Agenda Item	BD1
Obsolete Versions	March 7, 2002 Minutes Book 29, pg. 254 February 19, 2008 Minutes Page 26

POLICY STATEMENT

This policy establishes a uniform method for the acquisition of engineering and related services (environmental monitoring, surveying, geotechnical, etc.) for all Highway and Solid Waste Department projects. This policy will allow the County Engineer or the Development and Environmental Director to negotiate and initiate contracts and services in a more timely and efficient manner to expedite needed County engineering or environmental projects.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. Estimated and budgeted services costs are less than or equal to $100,000.00 (as estimated by County Engineer or Development and Environmental Director, and as budgeted in the current fiscal-year budget).

    a) County Engineer or Development and Environmental Director selects a qualified consultant from an established list of "On-Call" contract consultants approved by the Commission. The consultant list and the "On-Call" contracts may be approved annually by the Commission or as desired. The County Engineer or Development and Environmental Director executes necessary work orders and notices to proceed, as provided by the terms of the approved contract.

2. Estimated services costs are greater than $100,000.00 (as estimated by County Engineer or Development and Environmental Director).

a) County Engineer or Development and Environmental Director causes advertisement of Request for Qualifications (RFQ) for required services. Commission authority to advertise RFQ is not required.

b) County Engineer or Development and Environmental Director reviews responses to RFQs and ranks the three (3) most qualified firms.

c) County Commission approves the most highly qualified firm and a contract with that firm to be negotiated by the County Engineer or Development and Environmental Director with a budgeted "not-to-exceed" fee amount. Upon County Engineer's or Development and Environmental Director's completion of the contract and fee negotiations, the County Commission executes the contract. Additional agenda action is not required as the Commission previously approved the contract subject to maximum fee and consulting firm.

FORMS/ATTACHMENTS/EXHIBITS

N/A

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com

VOLKERT

GENERAL CONDITIONS FOR TASK AGREEMENT

This Agreement made and entered into this _____day of _____, 2022 by and between Baldwin County Commission, hereinafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT;

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional engineering services as outlined in the Scope of Work.

SECTION I – SCOPE OF WORK

CONSULTANT'S Scope of Work hereunder is finite and limited to only those items explicitly stated or enumerated herein or attached hereto. Any work or services desired by OWNER that are not stated herein or attached hereto shall be considered Extra Work and shall entitle CONSULTANT to mutually agreed-upon additional compensation.

The Client has requested that the Consultant provide engineering services to assist with the development of the South Alabama Mega Site to Novelis Inc. with the construction of the aluminum process mill. The individual tasks as noted within, describe the engineering services and understanding of the scope of the project.

TASK 01 – PROJECT COORDINATION

The Consultant will provide project coordination for the site development efforts needed to provide a functional site for the proposed infrastructure to be installed at the South Alabama Mega Site. The project coordinator will oversee the engineering and operations of the project and will serve as a representative of Baldwin County Engineering and Baldwin County Economic Development Alliance. The anticipated length of time for completion of the project is 3 years.

The Consultant will provide assistance with preparation and submission of an Industrial Access Grant for the Owner. The Consultant will prepare cost estimates for the access roads and the proposed accel and decel lanes needed along SR 287. The Consultant will prepare maps and/or sketches describing the projects and will assist with preparing the Industrial Access grant application.

LUMP SUM FEE $900,000.00

TASK 02 – ENVIRONMENTAL PERMITTING

Re-delineate areas on site where potential wetland and stream impacts may occur.
Prepare and submit Section 404/401 individual permit application package to the USACE and ADEM. This includes:

- A Joint Application and Notification Form
- Alternative Analysis

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- Permit drawings
- Site Specific Threatened and Endangered Species and Habitat Report.

Additionally, any USACE/ADEM request for additional information will be addressed.

*The lump sum fee does include the ADEM Section 401 water quality certification permit fee of $4,235.

*The lump sum fee does not include mitigation cost. Mitigation credits will be debited from the Baldwin County Mitigation Bank 1.

LUMP SUM FEE $75,000.00

TASK 03 – TOPOGRAPHIC SURVEY

This Task will provide for survey services to complete a topographic survey of approximately 2000 acres. Topographic survey will consist of LiDAR based on NAD 83, Alabama West, State Plan Coordinate System. The deliverables developed will be utilized in design efforts associated with additional task described in this document and will be provided to Novelis as a requirement of the project agreement between Novelis and Baldwin County Commission. The Consultant will rely on partnerships with local sub-consultants for survey efforts related to this project. The cost of survey services will be based on a cost-plus basis and will be billed accordingly.

Not To Exceed $165,000.00

TASK 04 – ROADWAY & BRIDGE – DESIGN & CONSTRUCTION

The Consultant will provide engineering design for roadway improvements required to access the proposed Novelis site from SR 287. Roadway improvements will consist of a north access road, south access road, and accel/decal lanes adjacent to SR 287 northbound roadway (Exhibit A, Site Layout). The northern access road will provide employee access to the site and will consist of a two-lane roadway approximately 4,300 feet in length with an anticipated bridge to lessen the impact of an existing wetland/stream. The southern access road will serve as the commercial entrance and will be used by heavy truck traffic for shipping and receiving operations. The anticipated length of the south access road will be 500 feet and the width of the roadway will have wider shoulders to accommodate large delivery vehicles.

The Consultant will utilize partnerships with local sub-consultants for geo-technical aspects of the project. Prior to design the Consultant will direct the geo-tech consultants to initiate the necessary soil borings in order to determine the existing conditions of the impact area for the proposed roadway improvements.

The Consultant will coordinate with Novelis to determine the connection points and the required elevation at the connection points for both roadways and will develop horizontal and vertical alignments in accordance with current AASHTO geometric design standards. Pavement sections

will be developed based on the anticipated loading for both roadways and the required widening along SR 287. The consultant will utilize ALDOT Standard Specifications for Highway Construction, 2022 Edition for specifying all construction materials, construction requirements, method of measurement, and basis of payment for all work associated with roadway infrastructure.

The Consultant will prepare and submit 50% & 90% construction plans and specifications to be evaluated by the Owner and used to provide mark-ups to the Consultant. The Consultant will conduct 50% & 90% review meetings with the Owner to discuss overview of the project design and allow all parties to review construction plans and specifications and provide necessary comments needed to progress the project to subsequent submittals. Upon completion of the 90% submittal and review, the Consultant will prepare and submit 100% construction plans and specifications, sealed by the Engineer of record, to the Owner to be used public letting of the project.

The Consultant will assist the Owner with the construction bidding process by preparing project advertisement, conducting pre-bid, attending bid opening, reconciling bids, and preparing bid tabulation. The Owner will be responsible for project advertising and cost associated with advertising.

The Consultant will provide Construction Administration and Construction Engineering and Inspection during the construction process of the project. The Consultant will conduct / attend meetings as required from construction start through final acceptance and close out. The Consultant will monitor contractor activities daily and will document activities on a daily activity form. The Consultant will conduct a weekly on-site meeting with the Owner and Contractor during construction to discuss job specifics and drive schedule in a manner that keeps all parties informed of the project status. Upon completion of the construction, the Consultant will perform a final inspection with the Owner and provide punch list to the Contractor in order to finalize the project. The Consultant will develop As-built documents during construction that will be used to develop record drawings which will be provided to the Owner during the close out process. The Consultant will prepare monthly pay applications, based on work completed, and will provide these applications to the Owner for payment to the Contractor.

LUMP SUM FEE $901,420.00

TASK 05 – NORTH RAILROAD & BRIDGE – DESIGN & CONSTRUCTION

The Consultant will provide engineering design for railroad improvements required to access the proposed Novelis site from the south. Railroad improvements will consist of providing a single north/south with a new railroad bridge (Exhibit A, Site Layout). The limit of the railroad construction will begin on the south side of the existing wetland located approximately 8370 feet south of the Novelis site and will connect to the northern end of the existing railroad being constructed by Baldwin County Economic Development Alliance (BCEDA). Point of beginning will be Station 60+03 and point of ending will be 143+75.27. The top-of-rail elevation required at

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the takeover location (Sta. 143+75.27) will be 260.00'. The new bridge will be approximately 750 feet in length and will be constructed to provide access over an existing wetland.

The Consultant will utilize partnerships with local sub-consultants for geo-technical aspects of the project. Prior to design the Consultant will direct the geo-tech consultants to initiate the necessary soil borings in order to determine the existing conditions of the impact area for the proposed roadway improvements.

The Consultant will utilize the existing horizontal alignment developed during a previous project referred to as Project No. 1048100. The vertical profile will be revised to meet the requirements provided by Novelis at the takeover location. Geometric design standards will be in accordance with CSX current guidance, based on Unit train design standards. The consultant will utilize ALDOT Standard Specifications for Highway Construction, 2022 Edition and the current CSX standard for specifying all construction materials, construction requirements, method of measurement, and basis of payment for all work associated with railroad infrastructure.

The Consultant will prepare and submit 90% construction plans and specifications to be evaluated by the Owner and used to provide mark-ups to the Consultant. The Consultant will conduct 90% review meeting with the Owner to discuss overview of the project design and allow all parties to review construction plans and specifications and provide necessary comments needed to progress the project to subsequent submittals. Upon completion of the 90% submittal and review, the Consultant will prepare and submit 100% construction plans and specifications, sealed by the Engineer of record, to the Owner to be used public letting of the project.

The Consultant will assist the Owner with the construction bidding process by preparing project advertisement, conducting pre-bid, attending bid opening, reconciling bids, and preparing bid tabulation. The Owner will be responsible for project advertising and cost associated with advertising.

The Consultant will provide Construction Administration and Construction Engineering and Inspection during the construction process of the project. The Consultant will conduct / attend meetings as required from construction start through final acceptance and close out. The Consultant will monitor contractor activities daily and will document activities on a daily activity form. The Consultant will conduct a weekly on-site meeting with the Owner and Contractor during construction to discuss job specifics and drive schedule in a manner that keeps all parties informed of the project status. Upon completion of the construction, the Consultant will perform a final inspection with the Owner and provide punch list to the Contractor in order to finalize the project. The Consultant will develop As-built documents during construction that will be used to develop record drawings which will provided to the Owner during the close process. The Consultant will prepare monthly pay applications, based on work completed, and will provide these applications to the Owner for payment to the Contractor.

LUMP SUM FEE $2,190,600.00

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SECTION II – TERMS OF PAYMENT

A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

B. The total **LUMP SUM** fee for professional services shall not exceed ***Four Million Two Hundred Thirty-Two Thousand & Twenty dollars and Zero cents ($4,232,020.00)*** unless authorized by OWNER.

C. Payment shall be made payable to Volkert, Inc. and submitted to the following address: Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.

Baldwin County Commission

Agenda Action Form

File #: 22-1456, **Version:** 1 **Item #:** FA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: James E. Ball, Chairman
Submitted by: Kathy McHugh, Grants Administrator

ITEM TITLE
Resolution #2022-163 Amending Resolutions #2022-102 and #2022-158 by Eliminating and Terminating Temporary Premium Pay Payments From County Funds for Certain Exempt Employees

STAFF RECOMMENDATION
Adopt Resolution #2022-163 amending Resolutions #2022-102 and #2022-158 to eliminate and terminate Temporary Premium Pay (TPP) Payments for certain eligible exempt employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or Baldwin County's (i.e., Daphne-Fairhope-Foley MSA) average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' (BLS) Occupational Employment and Wage Statistics (BLS Threshold), which at the time of Resolutions #2022-102 and #2022-158 was $72,165.00, to be effective immediately.

BACKGROUND INFORMATION

Background: The County Commission, during its regular meeting on August 16, 2022, approved terminating the appropriation of ARPA funds, as provided by Resolution #2022-158, for a TPP Program, effective as of December 31, 2022. As provided herein, the County Commission is terminating the appropriation of County Funds for TPP Payments for certain eligible exempt employees (as defined above), effective immediately.

Previous Commission action/date: December 7, 2021 - Approved a one-time TPP Program (subject to the ARPA Interim Final Rule) for employees working due to the COVID-19 pandemic to provide premium pay to eligible Baldwin County Commission and Baldwin County Sheriff's Office workers in response to their performing essential work during the COVID-19 pandemic as was a necessary and reasonable use of ARPA funds. Further, that TPP be paid according to the employee's corresponding county fund, should such TPP expenditure not be covered under the provisions of ARPA.

January 27, 2022 - Issuance of the ARPA Final Rule for Coronavirus State and Local Fiscal Recovery Funds, which allows for the provision of premium pay to eligible workers pursuant to 31 CFR 35.6(c), as follows:

A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers that have eligible workers who perform essential work, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if:

(1) The eligible worker's total wages and remuneration, including the premium pay, is less than or equal to 150 percent of the greater of such eligible worker's residing State's or county's average annual wage for all occupations as defined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics;

(2) The eligible worker is not exempt from the Fair Labor Standards Act overtime provisions (29 U.S.C. 207); or

(3) The recipient has submitted to the Secretary a written justification that explains how providing premium pay to the eligible worker is responsive to the eligible worker performing essential work during the COVID-19 public health emergency (such as a description of the eligible workers' duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive despite the worker's higher income).

June 7, 2022 - Approved an extension of the TPP Program to provide additional TPP compensation in the amount of $8.66 per regular hour and $12.99 per overtime hour, up to a maximum total amount of $700.00 for full-time employees and up to a maximum total amount of $500.00 for part-time employees, contingent on the continued need to perform essential work during the COVID-19 public health emergency and continued appropriation and availability of ARPA funds for this purpose. Further, eligible exempt County employees for whom annual wages currently exceed the BLS threshold identified herein or for those who would otherwise exceed this threshold with TPP considered, provide such pay from other County funds.

August 16, 2022 - Approved termination of ARPA TPP Program effective December 31, 2022.

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?
No action is necessary, as the previous Commission action on June 7, 2022, did not include a corresponding budget amendment / resolution to provide funds for the payment of those whom annual total wages and remuneration exceed the BLS threshold identified herein.

LEGAL IMPACT

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

Reviewed/approved by: County Attorney, Brad Hicks 8/31/22- KM

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: Admin - Upload Resolution to BCAP

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

Additional instructions/notes: N/A

STATE OF ALABAMA)

COUNTY OF BALDWIN)

RESOLUTION #2022-163
OF THE
BALDWIN COUNTY COMMISSION

AMENDING RESOLUTIONS 2022-102 AND 2022-158 BY ELIMINATING AND TERMINATING TEMPORARY PREMIUM PAY PAYMENTS FROM COUNTY FUNDS FOR CERTAIN EXEMPT EMPLOYEES

WHEREAS, Baldwin County, Alabama (the "County") has received American Rescue Plan Act ("ARPA") fiscal recovery funds and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, pursuant to Resolution 2022-102, as amended by Resolution 2022-158, Temporary Premium Pay ("TPP") has been approved for eligible Baldwin County Commission and Baldwin County Sheriff's Office employees ("County Employees") from two sources, funds that the County has received through ARPA ("ARPA Funds") and other County funds that were not received through ARPA ("County Funds"); and

WHEREAS, said resolutions authorize TPP payments as follows: (i) County Funds are the source of TPP payments to eligible exempt County Employees whose total wages and remuneration are greater than, or would become greater than as a result of TPP payments, 150% of the higher of Alabama's or the County's current average annual wage for all occupations as defined by the most recent Bureau of Labor Statistics' Occupational Employment and Wage Statistics, which at the time of the said resolutions was $72,165.00; and (ii) ARPA Funds are the source of all other TPP payments to County Employees; and

WHEREAS, the County Funds that are the source of TPP payments, as referenced above, were not included in the County's approved budget and were not added to the County's budget through a corresponding budget amendment; and

WHEREAS, the Baldwin County Commission has determined that the TPP payments from County Funds should be terminated and adopts this resolution to amend Resolutions 2022-102 and 2022-158 accordingly.

NOW, THEREFORE BE IT RESOLVED BY THE BALDWIN COUNTY COMMISSION, IN REGULAR SESSION ASSEMBLED, as follows:

1. Resolution 2022-102 is hereby amended to remove and delete subparagraphs a. and b. of paragraph 8) in their entirety. To avoid confusion, the amendment referenced in the preceding sentence does not affect the remaining provision of paragraph 8 of Resolution 2022-102. Hereafter, paragraph 8 of Resolution 2022-102 shall not include any subparagraphs and shall read as follows:

   > The Baldwin County Commission hereby authorizes the expenditure of ARPA Funds in accordance with the provisions of this Resolution for any and all additional compensation and additional covered benefits provided to employees as a result of the TPP payments authorized herein.

2. To the extent any other provision of Resolution 2022-158 or Resolution 2022-102 provides otherwise, the same are hereby amended to reflect that all TPP payments from County Funds shall be terminated effective immediately.

DONE, under the Seal of Baldwin County, Alabama, as affixed on this the 6th day of September 2022.

_____

Commissioner James E. Ball, Chairman

ATTEST:

_____

Ron Cink, Budget Director

Baldwin County Commission

Agenda Action Form

File #: 22-1388, **Version:** 1 **Item #:** FA3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Anu Gary, Administrative Services Manager

ITEM TITLE
Review of Proposed Revisions to Policy #2.9 - Official and Employee County Owned Cars

STAFF RECOMMENDATION
Discussion Item only at this time - Review and discuss the proposed revisions to Policy 2.9 - Official and Employee County Owned Car policy.

BACKGROUND INFORMATION

Background: During the August 15, 2022, BCC Work Session, the Commission and staff discussed Policy 2.9 regarding county owned vehicles driven home by Commissioners and staff.

Based on the work session discussion, staff has drafted proposed changes to the policy and would like to review and discuss these changes with the Commission.

Previous Commission action/date: 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

COMMISSION POLICY

POLICY #2.9

SUBJECT: Official and Employee County Owned Car Policy

DATE ADOPTED	AGENDA ITEM
TBD	TBD

OBSOLETE VERSIONS (*Can be found in the Inactive Policy Book.*)

DATE ADOPTED	PAGE *(BCC MINUTES)*
September 17, 1985	Book 6, pg. 93
February 19, 2008	Page 26
March 17, 2009	Page 11
December 18, 2012	EA4

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 defines the County Vehicle policy. Baldwin County owned or leased vehicles and equipment are provided to support the business activities and official purposes of the County and are to be used only by qualified and authorized employees or elected officials. Use of vehicles is not considered part of an employee's compensation and must not be used as an inducement for employment. Vehicles and equipment are to be operated in strict compliance with motor vehicle laws and within the policies of the County. Failure to comply with or meet and maintain the qualifications and standards of any part of this policy may result in disciplinary action, up to and including termination of employment.

~~Individuals who are issued a County car shall not use the assigned vehicle for personal use. The assigned vehicle may only be used by the employee to whom it was issued for official County business. The only exception to this rule is commuting to and from one's residence to one's workstation. All employees who are issued a county car, (emergency, maintenance, administrator, and field personnel who are on 24 hour call) must commute in their assigned vehicle to ensure adequate transportation in case of an emergency. Violation of the above limitations will constitute a retraction of the authorization of use.~~ Personnel issued a County vehicle may not choose to use their personal vehicle for County business and request mileage.

The Baldwin County Commission has the authority to assign and designate the use of a County vehicle to an employee or elected official for the purpose of conducting official County business. In the interest of economy and efficiency of government, and at the discretion of the Baldwin County Commission, vehicles may be driven to and from the employee or elected official's residence. The following rules and regulations will apply to employees who are allowed to drive assigned vehicles home.

1. The use of any tobacco products or devices (cigarettes, electronic cigarettes (e-cigarettes), vaping devices, cigars, and/or any other smoking product or device) is prohibited in all vehicles.

2. Under no circumstance may an employee type, text, access social media, or view information on a cell phone or another electronic device while operating County vehicles or equipment.
3. County vehicles may be operated only by employees or elected officials on County business.

4. Seatbelts must be used in all vehicles so equipped.

5. County vehicles shall not be used to transport persons other than County employees or elected officials, except in connection with the execution of official duties for the County.

6. County vehicles may not be used to transport family members. Except when attending official County business.

7. County employees who may be required to perform duties before or after normal working hours may be authorized to drive a vehicle home on those nights when the employee is performing such duties.

8. County vehicles are not to be taken out of the County except on official County business. Employees or elected officials who live outside the County will not be allowed to drive a vehicle to his or her residence unless authorized in writing by their department head.

9. Employees and elected officials are required to ensure that vehicles and equipment are maintained and serviced at scheduled intervals.

10. Employees must notify their Department Head if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair.

11. County vehicles are to have no decals, bumper stickers, or markings of any kind other than an approved County emblem.

12. County vehicles are not to be used for personal errands. Employees or elected officials may stop to purchase meals or other necessities for health, welfare, or sustenance if those stops are along a point-to-point route and are without interference with official business. Employees or elected officials may not stop to purchase alcoholic beverages or transport alcoholic beverages in a County vehicle.

13. Any accident must be reported immediately to the employee's supervisor, or in the case of a Department Head to the County Administrator
.
14. An employee must immediately report for a drug and/or alcohol screening when an accident results in any injury or any damage to any property. An employee may wait to be screened the next business day following accidents that occur after hours that result in property damage only. The employee's direct supervisor themselves bears the burden of ensuring the screening is completed. Failure to complete the drug and/or alcohol screening process will result in disciplinary action, up to and including

termination for both the employee and supervisor.

Employees or elected officials operating a County vehicle or equipment must have a valid driver's license for the class of the vehicle. Obtaining the proper license is a personal expense. An employee will not qualify to operate a County vehicle if during the last three years the employee had any of the following:

1. Conviction of a felony
2. Conviction of an alcohol or drug related offense while driving
3. Conviction of reckless driving, leaving the scene of an accident, vehicular homicide, or other similar offenses
4. Suspension or revocation of driver's license
5. Three or more moving violations

An employee or elected official may not qualify to operate a County vehicle if during the last two years the employee has had an at fault accident. State Motor Vehicle Records (MVRs) will be used as the source for verifying a driver's history and qualifications for operating County vehicles.

~~Personnel who drive a County vehicle home and commute to and from work using a County vehicle shall be authorized by the County Commission~~. The following personnel can be considered by the County Commission to be authorized to commute to and from work from their home using a county vehicle:

1. Department Directors

2. Supervisory personnel (if requested by their Director)

3. Other staff (if recommended by the County Administrator or a Department Director)

Personnel that are authorized expressly by this policy and need no additional authorization include;

1. Personnel designated as "on call" provided that they drive the vehicle home only on days in which they are "on call".

2. Personnel activated in times of emergency.

3. Personnel that utilize a county vehicle for their job during normal business hours, and their physical location at the conclusion of the business day is closer to their home than their personal vehicle, then in such instances and on an occasional basis only, the employee may drive the County vehicle home with prior approval of their supervisor.

4. Pool cars ~~assigned to B.C.C. Administration,~~ may be driven home on an occasional basis with ~~prior~~ approval from their department director ~~County Administrator~~. In the case where the County Administrator needs to drive a pool car home, approval shall be provided by the Chairman.

Only personnel that meet the above requirements will be authorized to drive a vehicle home.

The County Commission, reserves the right to require a County employee to use a county vehicle, if, in their opinion, the use of the County vehicle would be less expensive for the County than the mileage charges for the employees personal vehicle.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. A request to regularly drive a County vehicle home must be made to the County Commission as an agenda item in the Commission meeting.

    a) Department Directors shall make the request for themselves or any supervisor in their department.

    b) Individual staff member requests shall be made by the Department Director.

2. Should the Commission approve the request, the employee may begin to drive the vehicle to and from their home and his or her name shall be added to the approved list by the County Administrator. It is the responsibility of each Director to notify the County Administrator if an individual approved to drive a vehicle home, stops doing so, in order to update the Approved List.

3. The Commission will annually charge the employee for the taxable fringe benefit of commuting to and from home in a County vehicle.

4. Each December, the County Administrator shall present the current list of employees that drive County vehicles home, to the County Commission for review.

STATE OF ALABAMA
ETHICS COMMISSION

MAILING ADDRESS
P.O. BOX 4840
MONTGOMERY, AL
36103-4840

STREET ADDRESS
RSA UNION
100 NORTH UNION STREET
SUITE 104
MONTGOMERY, AL 36104

COMMISSIONERS
Jerry L. Fielding, Ret. Sr. Circuit Judge, Chair
Frank C. "Butch" Ellis, Jr., Esq., Vice-Chair
Charles Price, Ret. Circuit Judge
Beverlye Brady, Esq.
John Plunk, Esq.

Thomas B. Albritton
Executive Director

TELEPHONE (334) 242-2997
FAX (334) 242-0248
WEB SITE: www.ethics.alabama.gov

June 6, 2018

ADVISORY OPINION NO. 2018-05

Mr. John A. Tinney
Attorney for Ashland Water Board
739 Main Street
Post Office Box 1430
Roanoke, AL 36274

Personal Use of Equipment/Water Board employee taking children to school.

An employee of the Ashland Water Board may drop his children off at daycare on his way to work in his official vehicle if the use requested is allowed "pursuant to a lawful employment agreement regulated by agency policy."

Dear Mr. Tinney:

The Alabama Ethics Commission is in receipt of your request for a formal Advisory Opinion of this Commission, and this opinion is rendered pursuant to that request.

FACTS

The facts as have been presented to this Commission are as follows:

"The Ashland Water Board has a vehicle which it provides to an employee which the employee keeps for transportation for matters relating to the Water Board. He is allowed by agreement with the Water Board to have possession of this vehicle at all times and utilizes the vehicle in traveling to and from work.

There are times when he might be called out at night should there be a water main break, etc. when he would be required to attend to Water Board business after hours.

This employee has children still in school in Ashland. He occasionally will drop the children off on his way to work in the Water Board vehicle. The dropping off of the children is not out of the way on his way to work and I am sure that the additional gas used in dropping off the children is minimal.

The question has arisen as to whether it is a violation of Alabama Ethics statutes for this individual to drop off the children on his way to work in the company vehicle."

QUESTION PRESENTED

Is it a violation of Alabama Ethics statutes for an employee of the Ashland Water Board to drop off the children on his way to work in the vehicle supplied to him for his official use?

ANALYSIS

The primary issues which the question raises involve the application of Ala. Code § 36-25-5(a) and (c), which state:

> (a) No public official or public employee shall use or cause to be used his or her official position or office to obtain personal gain for himself or herself, or family member of the public employee or family member of the public official, or any business with which the person is associated unless the use and gain are otherwise specifically authorized by law. Personal gain is achieved when the public official, public employee, or a family member thereof receives, obtains, exerts control over, or otherwise converts to personal use the object constituting such personal gain.
>
> (c) No public official or public employee shall use or cause to be used equipment, facilities, time, materials, human labor, or other public property under his or her

> discretion or control for the private benefit or business benefit of the public official, public employee, any other person, or principal campaign committee as defined in Section 17-22A-2, which would materially affect his or her financial interest, except as otherwise provided by law or as provided pursuant to a lawful employment agreement regulated by agency policy.

The Commission previously addressed this issue under similar facts. In Advisory Opinion 2011-08 (Pettaway), the Commission held, "The Perry County Commission may, by policy, allow the Perry County Coroner to use a County vehicle for personal, as well as business use, so he may be accessible when needed." In that Opinion, the Commission recognized the practical implications of prohibiting someone who is on-call from being able to conduct errands, etc., while in an official vehicle but only when it is allowed pursuant to a lawful employment agreement regulated by agency policy. That conclusion equally applies to the question and facts presented, and the use requested herein is allowed if "provided pursuant to a lawful employment agreement regulated by agency policy."

CONCLUSION

An employee of the Ashland Water Board may take his children to school on his way to work in his official vehicle if the use requested is "provided pursuant to a lawful employment agreement regulated by agency policy."

AUTHORITY

By 3-1 vote of the Alabama Ethics Commission on June 6, 2018.

Jerry L. Fielding, Ret. Sr. Circuit Judge
Chair
Alabama Ethics Commission

Baldwin County Commission

Agenda Action Form

File #: 22-1412, **Version:** 1 **Item #:** FA4

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Ronald J. Cink, Budget Director/Interim County Administrator
Submitted by: Anu Gary, Administrative Services Manager

_____

ITEM TITLE
*Certification and Declaration of the Final Results of the Special School Tax Election Held on August 30, 2022, in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama

STAFF RECOMMENDATION
In order to certify and declare the final, official election results of the Special School Tax Election held on August 30, 2022, in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, including provisional ballots, take the following action:

1) Adopt Resolution #2022-161 of the Baldwin County Commission which amends Resolution #2022 -157 (regarding the adoption, levy, assessment and collection of a Special Three (3) Mill Ad Valorem Tax in the District 8 (Am. 382) School Tax District in Baldwin County, Alabama); and

2) Approve the Report of Canvass; and

3) Approve the one-time advertisement of Resolution #2022-161 and the Report of Canvass in the Gulf Coast Newspapers and file and record the same in the Office of the Judge of Probate of Baldwin County, Alabama.

BACKGROUND INFORMATION

Background: At this time, the Commission must certify and declare the final results of the Special School Tax Election held on August 30, 2022. These results include the provisional ballots to be canvassed by the Appointing Board on September 6, 2022. **Resolution #2022-161 and Report of Canvass are forthcoming once final election results are received.**

The Baldwin County Commission, Baldwin County, Alabama, ordered a special election in accordance with the petition and request filed by the Baldwin County Board of Education requesting that a special election be held on August 30, 2022, to determine whether or not a special school tax in District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, shall be levied and collected in Baldwin County.

The election shall be held and canvassed in accordance with the provisions of Article 9 of Chapter 13, Title 16 of the Code of Alabama 1975 (Sections 16-13-180 to 16-13-199).

Previous Commission action/date: See below.

August 31, 2022, BCC Special Meeting - The BCC approved the following actions:

In order to certify and declare the results of the Special School Tax Election held on August 30, 2022, in the District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, subject to final determination regarding provisional ballots, take the following action:

1) Adopt Resolution #2022-157 of the Baldwin County Commission and Report of Canvass (regarding the adoption, levy, assessment and collection of a Special Three (3) Mill Ad Valorem Tax in the District 8 (Am. 382) School Tax District in Baldwin County, Alabama); and

2) Approve copies of such reports to be printed in a newspaper published in the county, and for the original reports to be filed in the Office of the Probate Judge.

August 11, 2022, BCC Special Meeting - BCC approved the following action:

Adopt Resolution #2022-115 which confirms, ratifies and approves the appointment of Returning Officers, Managers and Election Officials, including, but not limited to, one returning Officer and three Managers for each precinct for the August 30, 2022, Special School Tax Election for District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama.

June 7, 2022, BCC Regular Meeting - BCC approved the following actions:

1) Pursuant to a May 19, 2022, Baldwin County Board of Education resolution submitted to the Baldwin County Commission on May 20, 2022, adopt Resolution #2022-099 of the Baldwin County Commission which authorizes, among other things associated thereto, the submission of the question if a special ad valorem district school tax shall be levied and collected annually in District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents ($0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2022 to September 30, 2023 (the tax for which year becoming due and payable on October 1, 2023) and ending with the levy for the tax year October 1, 2051 to September 30, 2052 (the tax for which year becoming due and payable on October 1, 2052).

Said matter shall be put to a vote of the qualified electors of District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama at the special election to be held on August 30, 2022, with said tax proceeds used, less the cost of collection, exclusively for district public school purposes.

2) Memorialize for the record, a Petition signed by 200+ qualified electors of Baldwin County, Alabama, which was filed and presented to the Baldwin County Commission, requesting that the Commission call and order an election to be held in said District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama on the 30th day of August 2022, to determine whether or not a

special ad valorem district school tax shall be levied and collected annually in District 8 (Am. 382) School Tax District in Baldwin County (Daphne), Alabama, for the support and furtherance of education within said district.

FINANCIAL IMPACT

Total cost of recommendation: Any costs to the County will be reimbursed by the Board of Education and/or municipality.

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?
Yes, County Attorney review is required.

Reviewed/approved by: Pending County Attorney's review - akg

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? Yes. Executed Resolution #2022-161 and Report of Canvass are to be published as one-time advertisement (display ad) in the Gulf Coast Newspapers following the Commission approval.

If the proof of publication affidavit is not attached, list the reason: Advertising will take place after Commission approval.

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: **TIME SENSITIVE.**

Individual(s) responsible for follow up: Administration:

1) Record original Resolution #2022-161 and Canvassing Report in Probate.

2) Forward copies of signed and recorded documents to:

Harry D'Olive, Judge of Probate
Huey Hoss Mack, Sheriff

Cc:

Tammy Chance, Elections Coordinator
Violetta Smith, Probate Office
Ron Cink, Budget Director/Interim County Administrator
Cian Harrison, Clerk Treasurer
Brad Hicks, County Attorney
Sarah Young, BOE Attorney
Eddie Tyler, BOE Superintendent
Brenda Ganey, Circuit Clerk

3) Save in Mtg Info, Resolutions, and 08/30/2022 BOE Tax Election File and upload resolution with canvassing report attached on BCAP.

4) File original documents in 8/30/2022 BOE Tax Election file.

5) Advertise final election results (Resolution #2022-161 and Canvassing Report) in Gulf Coast Newspapers, one-time display ad required. Obtain proof of publication after ad has run, scan in and attach affidavit to original documents in Election file.

6) Provide ad invoice to Accounting with cc: Ron Cink, Cian Harrison, Eva Cutsinger, Christie Davis.

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

Additional instructions/notes: N/A

EXCERPTS FROM THE MINUTES OF REGULAR MEETING OF THE BALDWIN COUNTY COMMISSION

In the Matter of

A Special 3 Mill Ad Valorem School District Tax

in

District 8 (Am. 382) School Tax District

The Baldwin County Commission, as governing body of Baldwin County, Alabama, met in regular public session at the Baldwin County Administration Building County Commission Chambers, located at 322 Courthouse Square, Bay Minette, Alabama, at 10:00 a.m. on September 6, 2022.

The meeting was called to order by the Chairman, and the roll was called with the following results:

Present: James E. Ball
Matthew P. McKenzie
Billie Jo Underwood
Charles F. Gruber

Absent:

* * *

The Chairman stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

The Chairman stated it was appropriate pursuant to Sections 6-13-184 and 16-13-188 of the Code of Alabama 1975 to canvass the returns and declare the results of the school tax election held in District 8 (Am. 382) School Tax District in Baldwin County on August 30, 2022.

As to the following proposition submitted at such election:

LEVY OF SPECIAL 3 MILL SCHOOL DISTRICT TAX FOR THIRTY (30) YEARS IN DISTRICT 8 (AM. 382) SCHOOL TAX DISTRICT IN BALDWIN COUNTY, ALABAMA FOR PUBLIC SCHOOL PURPOSES

Shall a special ad valorem district school tax be levied and collected annually in District 8 (Am. 382) School Tax District in Baldwin County, Alabama, (the area within which District being the area within the corporate limits of the City of Daphne, Alabama, and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board in said municipalities and in such area) (the "District"), pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents ($0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2022 to September 30, 2023 (the tax for which year becoming due and payable on October 1, 2023) and ending with the levy for the tax year October 1, 2051 to September 30, 2052 (the tax for which year becoming due and payable on October 1, 2052).

_____ FOR proposed taxation

_____ AGAINST proposed taxation

The following votes were cast for said proposed taxation and against said proposed taxation:

1,355 Votes cast FOR proposed taxation

1,105 Votes cast AGAINST proposed taxation

There were no illegible, unmarked or disqualified ballots.

Thereupon, the following Resolution and Order was introduced in writing by the Chairman and considered by the Commission:

A RESOLUTION #2022-161 AND ORDER OF THE BALDWIN COUNTY COMMISSION AMENDING RESOLUTION #2022-157 DECLARING THE ELECTION RESULTS FOR, AND MAKING PROVISIONS FOR THE LEVY OF, THE SPECIAL THREE-MILL DISTRICT AD VALOREM SCHOOL TAX IN DISTRICT 8 (AM. 382) SCHOOL TAX DISTRICT IN BALDWIN COUNTY, ALABAMA

BE IT HEREBY RESOLVED, ORDERED, ADJUDGED AND DECREED by the Baldwin County Commission of Baldwin County, Alabama, as follows:

ARTICLE 1

Representations and Definitions

The Baldwin County Commission finds and determines on the basis of evidence presented to and duly considered by it that:

(a) Pursuant to and in accordance with Amendment No. 382 of the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975 ("Article 9"), a request in writing (the "Request") has been filed with and presented to the Baldwin County Commission of Baldwin County, Alabama, on May 20, 2022, signed by the County Board of Education of Baldwin County, Alabama, requesting that this Commission call and order an election to be held pursuant to Amendment No. 382 and Article 9 in District 8 (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described in Article 1(b), on August 30, 2022, to determine whether a special ad valorem district school tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents ($0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2022 to September 30, 2023 (the tax for which year becoming due and payable on October 1, 2023) and ending with the levy for the tax year October 1, 2051 to September 30, 2052 (the tax for which year becoming due and payable on October 1, 2052);

(b) the area within the District includes the area within the corporate limits of the City of Daphne, Alabama, and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board in said municipalities and such area, which area is more particularly described as follows:

Special Tax District 8 shall consist of all parcels of real property located in Baldwin County, Alabama within the following described area:

Beginning at a point at the Southwest corner of Section 26, Township 4 South, Range 1 East, thence East along the South line of Section 26, Township 4 South, Range 1 East to the Southeast corner of Section 26, Township 4 South, Range 1 East. Thence generally South to the Southwest corner of Parcel 05-31-07-36-0-000-002.000; thence East along the North right

of way of Interstate 10, crossing the right of way of State Hwy 181, to the Southeast corner of Parcel 05-32-07-36-0-000-001.005.

Thence South along the East lines of Section 36, Township 4 South, Range 2 East, and Section 1, Township 5 South, Range 2 East to the Southeast corner of Section 1, Township 5 South, Range 2 East. Thence South along the East line of Parcel 05-43-01-12-0-000-001.000 to the Southeast corner of Parcel 05-43-01-12-0-000-001.000; thence West along the South line of Parcel 05-43-01-12-0-000-001.000 to the Northwest corner of Parcel 05-43-01-12-0-000-024.000. Thence South along the West lines of Parcels 05-43-01-12-0-000-024.000, 05-43-06-13-0-000-001.006 and 05-42-04-18-0-000-003.000 to the South line of Parcel 05-42-04-18-0-000-003.000.

Thence generally Southeast crossing the right-of-way of County Road 64 to the Northwest corner of Parcel 05-42-04-19-0-000-002.000; thence South along the West lines of Parcels 05-42-04-19-0-000-002.000 and 05-42-04-19-0-000-001.000 to the Southwest corner of Parcel 05-42-04-19-0-000-001.000; thence East along the South line of Parcel 05-42-04-19-0-000-001.000 to the Northwest corner of Parcel 05-42-04-19-0-000-008.000; thence South along the West lines of Parcels 05-42-04-19-0-000-008.000, 05-42-09-30-0-000-001.001 and 05-42-09-30-0-000-006.000 to the Northwest corner of Parcel 05-42-09-30-0-000-006.003. Thence East along the North lines of parcels 05-42-09-30-0-000-006.003, 05-42-09-30-0-000-006.006, 05-42-09-30-0-000-006.001 and 05-42-09-30-0-000-006.002 to the Northeast corner of Parcel 05-42-09-30-0-000-006.002; thence South along the West line of Parcel 05-42-09-29-0-000-003.000 to the Southwest corner of Parcel 05-42-09-29-0-000-003.000; thence Southeast to the South line of Parcel 05-42-09-29-0-000-003.000; thence East along the South line of Parcel 05-42-09-29-0-000-003.000 to the Northwest corner of Parcel 05-42-09-32-0-000-003.001. Thence South along the West lines of Parcels 05-42-09-32-0-000-003.001, 05-42-09-32-0-000-003.000, 05-42-09-32-0-000-012.000, 05-42-09-32-0-000-012.002, 05-42-09-32-0-000-012.003 and 05-42-09-32-0-000-012.001 to the Southwest corner of Parcel 05-42-09-32-0-000-012.001; thence South across the right-of way of County Road 54 to the Northwest corner of Parcel 05-42-09-32-0-000-021.000; thence South along the West lines of Parcels 05-42-09-32-0-000-021.000, 05-42-09-32-0-000-039.000, 05-42-09-32-0-000-040.000, 05-42-09-32-0-000-041.000, 05-47-03-05-0-000-006.000, 05-47-03-05-0-000-016.000, 05-47-03-05-0-000-018.000, 05-47-03-05-0-000-019.000, 05-47-03-05-0-000-019.001, 05-47-03-05-0-000-020.000, 05-47-03-05-0-000-020.001, 05-47-03-05-0-000-047.007, 05-47-03-05-0-000-047.029, 05-47-03-05-0-000-047.030, 05-47-03-05-0-000-047.008, 05-47-03-05-0-000-047.009, 05-47-03-05-0-000-047.010, 05-47-03-05-0-000-047.000, 05-47-03-05-0-000-047.026 and 05-47-03-05-0-000-047.011 to the Southwest corner of Parcel 05-47-03-05-0-000-047.011.

Thence West along the North right of way of State Hwy 104 to the Southwest corner of Parcel 05-47-03-05-0-000-046.000; thence North along the West line of Parcel 05-47-03-05-0-000-046.000 to the Southeast corner of Parcel 05-47-03-06-0-000-010.000; thence West along the South line of Parcel 05-47-03-06-0-000-010.000 to the Southwest corner of Parcel 05-47-03-06-0-000-010.000; thence North along the West line of Parcel 05-47-03-06-0-000-010.000 to the Southeast corner of Parcel 05-47-03-06-0-000-009.000; thence West along the South lines of Parcels 05-47-03-06-0-000-009.000 and 05-47-03-06-0-000-004.001 to the Southwest corner of Parcel 05-47-03-06-0-000-004.001; thence North along the West line of Parcel 05-47-03-06-0-000-004.001 to the Southeast corner of Parcel 05-47-03-06-0-000-004.000; thence West along the South line of Parcel 05-47-03-06-0-000-004.000 to the Southwest corner of Parcel 05-47-03-06-0-000-004.000; thence North along the West line of Parcel 05-47-03-06-0-000-004.000 to the Southeast corner of Parcel 05-43-07-36-0-000-002.014; thence West along the South line of Parcel 05-43-07-36-0-000-002.014 to the Southwest corner of Parcel 05-43-07-36-0-000-002.014; thence North along the West line of Parcel 05-43-07-36-0-000-002.014 to the Northwest corner of Parcel 05-43-07-36-0-000-002.014; thence West along the South line of Parcel 05-43-07-36-0-000-002.012 to the Southwest corner of Parcel 05-43-07-36-0-000-002.012; thence North along the West line of Parcel 05-43-07-36-0-000-002.012 to the Northwest corner of Parcel 05-43-07-36-0-000-002.012; thence West along the South line of

Parcel 05-43-07-36-0-000-002.001 to the Southwest corner of Parcel 05-43-07-36-0-000-002.001; thence North along the West line of Parcel 05-43-07-36-0-000-002.001 to the Northwest corner of Parcel 05-43-07-36-0-000-002.001; thence West along the South line of Parcel 05-43-07-36-0-000-002.000 to the Southwest corner of Parcel 05-43-07-36-0-000-002.000.

Thence generally North along the West line of Parcel 05-43-07-35-0-000-001.000 to the Northwest corner of Parcel 05-43-07-35-0-000-001.000; thence West along the North lines of Parcels 05-43-07-35-0-000-001.001 and 05-43-07-35-0-000-004.000 to the Northwest corner of Parcel 05-43-07-35-0-000-004.000; thence South along the West line of Parcel 05-43-07-35-0-000-004.000 to the Southwest corner of Parcel 05-43-07-35-0-000-004.000. Thence generally Southwest to the Northeast corner of Parcel 05-43-08-34-0-000-002.002; thence West along the North lines of 05-43-08-34-0-000-002.002 and 05-43-08-34-0-000-002.001 to the Northwest corner of Parcel 05-43-08-34-0-000-002.001. Thence West across the right of way of County Road 13 to the Southeast corner of Parcel 05-43-08-33-0-000-003.000; thence North along the West right of way of County Road 13 to the Southeast corner of Parcel 05-43-08-28-0-000-033.001; thence West along the South lines of Parcels 05-43-08-28-0-000-033.001, 05-43-08-28-0-000-032.003, and 05-43-08-28-0-000-032.000 to the Southwest corner of Parcel 05-43-08-28-0-000-032.000. Thence South along the East line of Parcel 05-43-09-29-1-000-141.000 to the Northeast corner of Parcel 05-43-09-29-0-001-028.000; thence generally West across the North line of Parcel 05-43-09-29-0-001-028.000 to the Northwest corner of Parcel 05-43-09-29-0-001-028.000; thence generally West across the right of way of Dale Dr to the Northeast corner of Parcel 05-43-09-29-0-000-002.000; thence generally West along the North right of way of Dale Dr to the East right of way of US Hwy 98; thence North along the East right of way of US Hwy 98 to a point due East of the Southeast corner of Parcel 05-43-09-29-2-000-042.006; thence West across the right of way of US Hwy 98 to the Southeast corner of 05-43-09-29-2-000-042.006; thence West along the South lines of Parcels 05-43-09-29-2-000-042.006, 05-43-09-29-2-000-042.007, 05-43-09-29-2-000-042.008, 05-43-09-29-2-000-042.009, 05-43-09-29-2-000-042.010, 05-43-09-29-2-000-042.011 and 05-43-09-29-2-000-042.012 to the Southwest corner of 05-43-09-29-2-000-042.012. Thence North along the West line of Parcel 05-43-09-29-2-000-042.013 to the Northwest corner of Parcel 05-43-09-29-2-000-042.013; thence West across the right of way of Main St to the Southeast corner of Parcel 05-43-09-30-0-000-001.000; thence South along the West right of way of Main St to the Southeast corner of Parcel 05-43-09-30-0-000-002.001; thence generally West along the South lines of Parcels 05-43-09-30-0-000-002.001, 05-43-09-42-0-001-039.000, 05-43-09-42-0-001-038.000, and 05-43-09-42-0-001-037.000 to the Southwest corner of 05-43-09-42-0-001-037.000; thence generally North along the Southwest lines of Parcels 05-43-09-42-0-001-036.001, 05-43-09-42-0-001-036.000, and 05-43-09-42-0-001-031.001 to the Northeast corner of Parcel 05-43-09-42-0-002-010.002. Thence West along the North line of Parcel 05-43-09-42-0-002-010.002 to the Northwest corner of Parcel 05-43-09-42-0-002-010.002. Thence due West to the West line of Section 42, Township 5 South, Range 2 East, thence North along the West line of Section 42, Township 5 South, Range 2 East to the Southwest corner of Section 19, Township 5 South, Range 2 East, thence North along the West line of Section 19, Township 5 South, Range 2 East to the Southwest corner of Section 41, Township 5 South, Range 2 East; thence North along the West line of Section 41, Township 5 South, Range 2 East to the Southwest corner of Section 07, Township 5 South, Range 2 East; thence North along the West line of Section 07, Township 5 South, Range 2 East to the Southwest corner of Section 71, Township 5 South, Range 2 East; thence North along the West line of Section 71, Township 5 South, Range 2 East to the Southeast corner of Section 36, Township 4 South, Range 1 East; thence generally North along the West line of Section 36, Township 4 South, Range 1 East to the point of beginning.

All references herein to "Parcels" shall refer to the parcel identification number as assigned by the Baldwin County Revenue Commissioner as of the 4th day of April, 2022.

(c) on June 7, 2022 the Baldwin County Commission did call and order an

election to be held on August 30, 2022 accordance with applicable law and the Request;

(d) due notice of the election was given as required by law by the Sheriff of Baldwin County, Alabama;

(e) at the time the Commission adopted Resolution No. 2022-157, all provisional ballots that were cast at the aforesaid special election were not expected to be either certified, tabulated, returned or canvassed, in accordance with applicable provisions of law (including particularly, but without limitation, Section 17-10-2 of the Code of Alabama 1975, as amended), prior to August 30, 2022;

(f) the provisional ballots have now been certified, tabulated, returned or canvassed, and the Commission desires to amend Resolution No. 2022-157 to reflect the final election results; and

(g) the election was held in District 8 (Am. 382) School Tax District in Baldwin County, Alabama, on August 30, 2022 in strict accordance with applicable law and Resolution and Order No. 2022-099 of the Commission; due return was made and certified to this Commission by the cognizant officials holding such election; on this September 6, 2022, the Commission met to canvass the result of the election and thereupon determined that 1,355 votes were cast for the proposed taxation and 1,105 votes were cast against the proposed taxation; and a majority of the qualified electors of District 8 (Am. 382) School Tax District voting at such election voted in favor of the proposed taxation.

ARTICLE 2

Levy of Special Three-Mill School District Tax in District 8 (Am. 382) School Tax District in Baldwin County, Alabama

Now Therefore:

(a) A special ad valorem district school tax shall be, and hereby is, levied, and shall be collected, annually in District 8 (Am. 382) School Tax District in Baldwin County, Alabama (the area within which District being the area within the corporate limits of the City of Daphne, Alabama, and the areas outside such corporate limits which the County Board of Education of Baldwin County, Alabama, has determined is served by the public schools of said Board within said municipalities and such area) (the "District"), pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended, and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents ($0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2022 to September 30, 2023 (the tax for which year becoming due and payable on October 1, 2023) and ending with the levy for the tax year October 1, 2051 to September 30, 2052 (the tax for which year becoming due and payable on October 1, 2052);

(b) The appropriate officials of the County are hereby authorized and directed to levy, assess and collect such tax in District 8 (Am. 382) School Tax District for such period and such purposes;

(c) The written report of the Baldwin County Commission, under oath, declaring the results of the said election shall be published in Gulf Coast Newspapers, a newspaper published in the County and the original of said report shall be filed and recorded in the Office of the Judge of Probate of Baldwin County, Alabama as required by law.

ARTICLE 3

Provisions of General Application

Section 3.01 Repeal of Other Proceedings

Any resolution, order, ordinance, or part thereof, in conflict or inconsistent with the provisions of this Resolution is hereby, to the extent of such conflict or inconsistency, repealed.

Section 3.02. Effect of this Resolution

This Resolution and Order shall take effect immediately.

Commissioner _____ moved that said Resolution and Order be adopted. Commissioner _____seconded the motion. The question being put as to the adoption of said motion and passage of said Resolution and Order, the roll was called with the following results:

Ayes: James E. Ball
Matthew P. McKenzie
Billie Jo Underwood
Charles F. Gruber

Nays:

The Chairman declared the Resolution and Order passed and adopted.

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the Baldwin County Commission recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

_____
Chairman

_____
Member

_____
Member

_____
Member

S E A L

Attest: _____
County Administrator

730198wd

CERTIFICATION OF PROCEEDINGS
AND RESOLUTION OF SEPTEMBER 6, 2022

Baldwin County Commission

September 6, 2022
Regular Meeting

The undersigned County Administrator of the Baldwin County Commission hereby certifies as follows:

1. I am the duly appointed, qualified and acting County Administrator of the Baldwin County Commission.

2. I have access to all original records of the Baldwin County Commission and am authorized to certify copies of such records on behalf of the Baldwin County Commission.

3. The attached pages constitute a complete, verbatim and compared copy of excerpts from a meeting of the Baldwin County Commission duly held and conducted on September 6, 2022, the original of which is in the records of the Baldwin County Commission in my custody.

4. The Resolution and Order set forth in such excerpts is a complete, verbatim and compared copy of such Resolution and Order as adopted on such date and is in full force and effect and has not been amended or repealed.

IN WITNESS WHEREOF, I have executed this Certificate under seal on behalf of the Baldwin County Commission on the above date.

_____
County Administrator of the Baldwin
County Commission

AMENDED REPORT OF CANVASS
A SPECIAL 3 MILL AD VALOREM SCHOOL DISTRICT TAX
IN DISTRICT 8 (AM. 382) SCHOOL TAX DISTRICT

(1) Findings. In a resolution and order duly adopted on September 6, 2022 the BALDWIN COUNTY COMMISSION (herein called "the Commission") did ascertain, find, determine and declare as follows:

(a) pursuant to and in accordance with Amendment No. 382 of the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975 ("Article 9"), a request in writing (the "Request") was heretofore filed with and presented to the Baldwin County Commission of Baldwin County, Alabama, on May 20, 2022, signed by the County Board of Education of Baldwin County, Alabama, requesting that this Commission call and order an election to be held pursuant to Amendment No. 382 and Article 9 in District 8 (Am. 382) School Tax District (the "District") in Baldwin County, Alabama on August 30, 2022, to determine whether a special ad valorem district school tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents ($0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2022 to September 30, 2023 (the tax for which year becoming due and payable on October 1, 2023) and ending with the levy for the tax year October 1, 2051 to September 30, 2052 (the tax for which year becoming due and payable on October 1, 2052);

(b) that the Commission did, on June 7, 2022, duly adopt Resolution #2022-099, a resolution and order calling said special election to be held in the District on Tuesday, August 30, 2022, and that the election officers were thereafter appointed and notified, and the voting places for the said special election were fixed, in the manner provided by law; and

(c) that notice of the said special election was duly given by the Sheriff of the County in the manner prescribed by law, viz., by publication in Gulf Coast Newspapers, a newspaper published and having general circulation in the County, once a week for four consecutive weeks prior to the date fixed for said special election, the first of said publications having been not later than thirty (30) days prior to the date of said special election; and

(d) that the said special election was held in the District on Tuesday, August 30, 2022, in all respects as provided in said Resolution #2022-099 and in said notice; that the ballots used in said special election were in all respects in the form provided therefor set out in said Resolution #2022-099; and

(e) that on August 31, 2022 the Commission adopted Resolution #2022-157 and executed a Report of Canvass prior to the certification, tabulation, return and canvass of the provisional ballots, and the Commission desires to amend the said Report of Canvass to

reflect the final election results in accordance with Resolution #2022-161 adopted this 6th day of September 2022; and

(f) and that the appropriate election officers have duly made and delivered to the returning officers their respective reports and certificates, which, after being in turn delivered by the returning officers to the Commission, have been duly canvassed by the Commission, with the following results:

> A total of 1,355 votes were cast "FOR" said proposed taxation, and a total of 1,105 votes were cast "AGAINST" said proposed taxation, resulting in more than a majority of votes "FOR" said proposed taxation;

(2) Canvass of Election. Recordation. We the undersigned, constituting all the members of the Commission, have on this date canvassed the returns of the said special election, and we do hereby declare and report, under oath, the results of said special election to be as follows:

FOR proposed taxation	1,355 votes
AGAINST proposed taxation	1,105 votes

and we do further declare and report, under oath, that more than a majority of those voting at the said special election voted for and in favor of the levy and collection of the said proposed tax. In accordance with the provisions of the aforesaid resolution and order of the Commission adopted on September 6, 2022, the original of this report is being filed in the office of the Judge of Probate of Baldwin County, Alabama, and a copy thereof shall be published one time in the Gulf Coast Newspapers, a newspaper published and having general circulation in the County.

DATED this 6th day of September, 2022.

James E. Ball, Chairman and Member of the Baldwin County Commission and Commissioner for District 1

Matthew P. McKenzie, Member of the Baldwin County Commission and Commissioner for District 2

Billie Jo Underwood, Member of the Baldwin County Commission and Commissioner for District 3

Charles F. Gruber, Member of the Baldwin County Commission and Commissioner for District 4

Sworn to and subscribed before me this 6th day of September, 2022.

Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

Baldwin County Commission

Agenda Action Form

File #: 22-1445, **Version:** 1 **Item #:** FL1

Meeting Type: Regular Meeting
Meeting Date: 09/06/2022
Item Status: New
From: Terri Graham, Development and Environmental Director
Submitted by: Allison Owens, Operations Support Manager

ITEM TITLE
Magnolia Landfill Cell 9 - Construction Services

STAFF RECOMMENDATION
Take the following actions:

1) Waive Baldwin County Commission Policy #9.10 Engineering, Environmental Monitoring and Surveying Services; and

2) Approve a purchase order to CDG Engineering and Associates in the amount of $285,300.00 for the construction quality assurance services during the planned Cell 9 Construction at Magnolia Landfill.

BACKGROUND INFORMATION

Background:
CDG Engineering and Associates will perform construction quality assurance services for the planned Cell 9 construction at the Magnolia Landfill. The proposed fee of $285,300.00 exceeds the $100,000.00 limit outlined in Baldwin County Policy #9.10.

Bids were opened in the Purchasing Conference Room on August 9, 2022, at 10:00 am. Three (3) bids were received. The lowest bid was received from Atlantis Commercial Group, Inc., in the amount of $4,411,114.00. The Engineer, Daniel Wells, with CDG Engineering and Associates reviewed the bid responses and has submitted the certified Bid Tabulation and letter recommending that the bid be awarded to the lowest bidder, Atlantis Commercial Group, Inc., in the amount of $4,411,140.00.

Previous Commission action/date: 06/21/2022 meeting: 1) Approved the following three (3) pre-qualification applications on the construction of Magnolia Sanitary Landfill Cell 9 located in Summerdale, Alabama: Atlantis Commercial Group, Inc., McDonald Construction Co., Inc., and Pickett Industries, LLC.: and 2) Rejected the applications of the following two (2) applicants as non-qualified: T & K Construction, LLC and KDF Enterprises, LLC.; and 3) Authorized the Purchasing Director and the Engineer to bid the project.

04/19/2022 meeting: Authorized the Purchasing Director to advertise for Pre-qualification of Contractors for the construction of Magnolia Sanitary Landfill Cell 9 located in Summerdale, Alabama.

FINANCIAL IMPACT

Total cost of recommendation: $285,300.00

Budget line item(s) to be used: 51054300.55240

If this is not a budgeted expenditure, does the recommendation create a need for funding?
The Commission approved in FY22 Budget - $3,000,000.00. The remaining funds needed will come from the Solid Waste Department budget. Budget to be amended September 6, 2022, in the amount of $1,800,000.00 pending approval of Resolution #2022-155.

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: Terri Graham, Development and Environmental Director

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Submit requisition to Wanda Gautney, Purchasing Director

Additional instructions/notes: N/A

SCOPING DOCUMENT

RE: Magnolia Landfill – Cell 9 Construction Phase Services

DATE: August 18, 2022

TO: Mr. Ed Fox, Deputy Solid Waste Director
Baldwin County Solid Waste
15140 County Road 49
Summerdale, AL 36580

FROM: Daniel Wells, PE
CDG Engineers & Associates Inc.
1840 East Three Notch Street
Andalusia, AL 36421

SCOPE:

We understand that the proposed scope of services includes construction quality assurance services during the planned Cell 9 construction at the Magnolia Landfill.

The scope of services proposed below includes the construction administration and observation of Contractor services during the construction of Cell 9 of the ongoing landfill operations at the Magnolia Sanitary Landfill in Summerdale, AL.

CONSTRUCTION PHASE:

Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. Consult with Owner and act as Owner's representative as provided in the Construction Contract.

2. Participate in a pre-construction conference prior to commencement of Work at the Site.

3. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Owner, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

4. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the

design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents.

5. In connection with observations of Contractor's Work while it is in progress:

   a. Provide the services of an RPR at the Site to assist the Owner and Engineer and to provide more extensive observation of Contractor's work. Full-time RPR services are based on an eight-hour workday Monday through Friday for the period of time established in the Construction Contract for a **180**-calendar day construction schedule, or Substantial Completion, whichever time frame is shorter.

   b. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   c. Perform construction materials testing for earthwork, geosynthetics, and leachate systems as required by specification to determine compliance with the Facility's Construction Quality Assurance requirements.

   d. Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents.

   e. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

   f. Review and respond to Change Proposals, Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

   g. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

h. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

6. Review Applications for Payment and accompanying supporting documentation.

   a. Determine the amounts that Engineer recommends Contractor be paid. Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

7. After receiving notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion.

8. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Project or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

9. Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.

10. At various stages throughout the Project, CDG will perform an as-built survey of the locations of constructed improvements. This shall include the elevation certification surveys of the subgrade, compacted clay liner, Geosynthetic Panels and Seams, and sand drainage layers.

11. Prepare and submit a Construction Quality Assurance Manual and Engineer's certification to ADEM for approval to dispose in the constructed Cell.

The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

FEE/TERMS:

CDG is proposing to perform the scope of work for the Construction Phase on a Lump Sum basis for **$285,300**. The anticipated budget will not be exceeded without your prior authorization.

Baldwin County Commission

Agenda Action Form

File #: 22-1415, **Version:** 1 **Item #:** FP1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Brian Peacock, CIS/Parks Director
Submitted by: Brian Peacock, CIS/Parks Director

ITEM TITLE
Naming of Bon Secour Park / Boat Launch on County Road 6

STAFF RECOMMENDATION
Discussion Item only at this time - Discuss the naming for Bon Secour park/boat launch on County Road 6 in the Gulf Shores area. Staff has provided the following suggestions:

The Launch at Bon Secour

The Launch at Bon Secour River

Bon Secour Boat Launch

Bon Secour Oaks Recreational Park

Bon Secour River Landing

Bon Secour River Recreational Park

Swifts Landing at Bon Secour

BACKGROUND INFORMATION

Background: N/A

Previous Commission action/date: 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



CONCEPTUAL MASTER PLAN
Scale: 1”=60’

CR 6 Boat Ramp - Gulf Shores, Alabama

SCHEMATIC DESIGN
04.12.22 | Page 1 of 3

Project Number: 212012-075

was DESIGN landscape architects



Washingtonia robusta
Washington Palm



Sabal palmetto
Sabal Palm



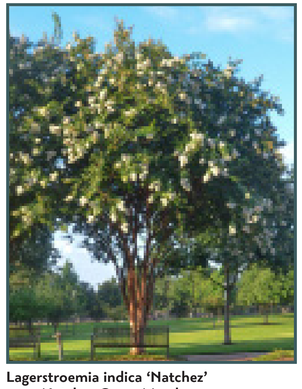
Ilex x 'Oakleaf'
Oakleaf Holly



Quercus virginiana
Live Oak



Cupressocyparis leylandii
Leyland Cypress



Lagerstroemia indica 'Natchez'
Natchez Crepe Myrtle



Vitex agnus-castus
Vitex Tree



Lagerstroemia indica 'Muskogee'
Muskogee Crepe Myrtle



Ligustrum japonicum
Japanese Privet

TREES & PALMS PLANT PALETTE



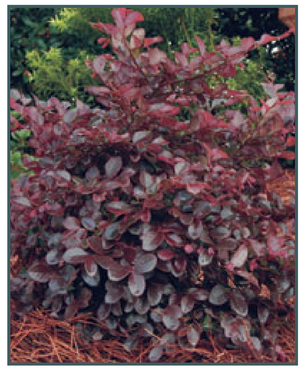
Juniperus conferta ‘Blue Pacific’
Shore Juniper



Ilex vomitoria ‘Nana’
Dwarf Yaupon Holly



Podocarpus macrophyllus ‘Maki’
Shrubby Yew Podocarpus



Loropetalum chinense ‘Peack’
Purple Pixie Loropetalum



Oleander nerium
Oleander



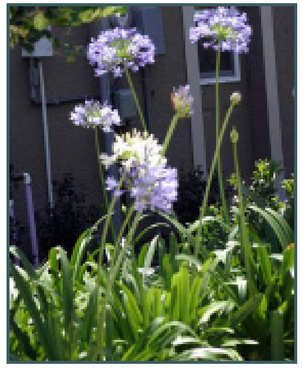
Pittosporum tobira ‘Mojo’
Dwarf Pittosporum



Serenoa repens
Saw Palmetto



Lomandra longifolia ‘Breeze’
Breeze Grass



Agapanthus spp.
Agapanthus



Muhlenbergia capillaris
Pink Muhly Grass



Rhapiolepsis indica
Indian Hawthorn



Loropetalum chinensis ‘Emerald Snow’
Emerald Snow Loropetalum



Callistemon citrinus
Bottlebrush



Camellia sasanqua ‘ShiShi Gashira’
ShiShi Gashira Camellia



Tripsacum floridana
Dwarf Fakahatchee Grass



Miscanthus sinensis ‘Adagio’
Adagio Maiden Grass



Dianella tasmanica ‘Silver Streak’
Silver Streak Flax Lily



Dianella caerulea ‘Clarity Blue’
Clarity Blue Flax Lily



Dietes vegeta
African Lily



Liriope muscari ‘Variegata’
Variegated Liriope



Liriope muscari ‘Big Blue’
Big Blue Liriope

SHRUBS & GRASSES PLANT PALETTE

CR 6 Boat Ramp - Gulf Shores, Alabama

SCHEMATIC DESIGN
04.12.22 | Page 3 of 3
Project Number: 212012-075

WAS DESIGN landscape architects

Baldwin County Commission

Agenda Action Form

File #: 22-1422, **Version:** 1 **Item #:** FP2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: New
From: Brian Peacock, CIS/Parks Director/Wanda Gautney, Purchasing Director
Submitted by: Brian Peacock, CIS/Parks Director

ITEM TITLE
Funding for Pedestrian Bridge Connecting Bicentennial Park and Live Oak Landing

STAFF RECOMMENDATION
Discussion Item only at this time - The probable cost estimate returned higher than originally funded and because this project is being funded with federal dollars, Davis Bacon Wage rates will apply to include fringe benefits for workers being hired. This will increase the cost greater than the probable cost of the project. Additional funding will be required to complete the project.

BACKGROUND INFORMATION

Previous Commission action/date:
01/19/2021 - Approved Gulf of Mexico Energy Security Act (GOMESA) Funding for County Projects to include $1,200,000.00 for Live Oak Landing.

Background: The initial plan was to build this boardwalk top down, using the deck of the boardwalk to construct the boardwalk. The first task of surveying and then collecting geotechnical information took nearly 9 months to complete due to the area being inundated with water.

Below are some of the critical details provided by the Engineers:

1) There are approximately 10 feet of muck that we have to get through to sink piles into a sand layer, the current recommendation is 5 feet into that layer. This is causing pile lengths to be much longer than previous boardwalks using this technique. There is equipment that can set piles from the top, but the issue is the equipment is so heavy (50,000 lbs.+) that it influences the cost of the boardwalk, and also creates a stability issue in locations where the boardwalk is 10+ feet of the ground. Ultimately for safety and budget reasons, it is our opinion that the safest scenario for this project would be to set piles from the ground and, not the deck of the boardwalk.

2) The site is inundated for portions of the year. This has hindered our design as the survey and geotechnical work were both delayed for an extended period of time to allow for the site to be mostly dry so that field crews could get in. The reason this is an issue is we have to remove 400+ trees in the corridor we are proposing work. The roots are not being removed as that is more of a permanent impact and triggers a more stringent permitting scenario. The roots being in place have required that

we have some pile spacings that are not typical but what we have is workable. When the water is up this becomes a non-workable scenario for setting piles. Therefore, getting all the piles set at one time would allow for the boardwalk to progress regardless of water below.

The change that we are proposing is to clear from the ground and set piles from the ground. We can still have the deck and structure built from the top, which does still fit the definition; the issue is we will have temporary impacts with clearing and pile driving.

Previous Commission action/date: 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

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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

Bicentennial/Live Oak Pedestrian Boardwalk Crossing					Date	8/23/2022
Opinion of Probable Cost						
Item #	**Description**	**Used for:**	**Unit**	**Quantity**	**Unit Price**	**Material Cost**
Boardwalk - Assumed 10' Wide Boardwalk is Continuous from End to End						
1	10" Butt Piles 40' Long	Piling	EA	8	$ 326.00	$ 2,608.00
2	10" Butt Piles 35' Long	Piling	EA	192	$ 285.00	$ 54,720.00
3	10" Butt Piles 30' Long	Piling	EA	20	$ 245.00	$ 4,900.00
4	10" Butt Piles 25' Long	Piling	EA	8	$ 204.00	$ 1,632.00
5	10"x10"x20'	Pile Cap	EA	57	$ 330.00	$ 18,810.00
6	3"x12"x12'	Stringer	EA	906	$ 97.68	$ 88,498.08
7	2"x8"x12'	Cross-Bracing for Piles	EA	206	$ 32.45	$ 6,684.70
8	2"x8"x16'	Longitudinal Bracing for Piles	EA	103	$ 43.27	$ 4,456.47
9	4"x6"x12'	Guardrail Post	EA	224	$ 35.36	$ 7,920.64
10	2"x6"x10'	Guardrail Top/Bottom Rails & Cap	EA	678	$ 14.35	$ 9,729.30
11	2"x6"x10'	Decking	EA	2333	$ 14.35	$ 33,478.55
12	1"x6"x12'	Guardrail Post Vertical Cap	EA	90	$ 11.82	$ 1,063.80
13	2"x4"x10'	Guardrail Post Rail to Sandwich Wire	EA	452	$ 9.43	$ 4,262.36
14	Freight to Jobsite (Midway Pricing)	-	EA	4	$ 250.00	$ 1,000.00
15	Tax for Lumber 7%	-	LS	1	-	$ 16,783.47
16	Wire Fencing 36" x 50'	Guardrail	LF	2162	$ 15.00	$ 32,430.00
17	Hardware 25# / ft	-	LF	1081	$ 75.00	$ 81,075.00
18	Boardwalk Nature Signs	-	EA	25	$ 500.00	$ 12,500.00
Sub-Total Materials: Boardwalk						**$ 382,552.37**
Platform - Approx. Dimensions 10' x 21'						
19	10" Butt Piles 35' Long	Piling	EA	8	$ 285.00	$ 2,280.00
20	10"x10"x20'	Pile Cap	EA	2	$ 330.00	$ 660.00
21	3"x12"x12'	Stringer	EA	7	$ 97.68	$ 683.76
22	3"x12"x16'	Stringer	EA	13	$ 130.24	$ 1,693.12
23	2"x8"x12'	Cross-Bracing for Piles	EA	16	$ 32.45	$ 519.20
24	2"x8"x16'	Longitudinal Bracing for Piles	EA	4	$ 43.27	$ 173.07
25	4"x6"x12'	Guardrail Post	EA	2	$ 35.36	$ 70.72
26	2"x6"x10'	Guardrail Top/Bottom Rails & Cap	EA	6	$ 14.35	$ 86.10
27	2"x6"x16'	Decking	EA	47	$ 22.96	$ 1,079.12
28	1"x6"x12'	Guardrail Post Vertical Cap	EA	1	$ 11.82	$ 11.82
29	2"x4"x10'	Guardrail Post Rail to Sandwich Wire	EA	4	$ 9.43	$ 37.72
30	Tax for Lumber 7%	-	LS	1	-	$ 510.62
31	Wire Fencing 36" x 50'	Guardrail	LF	20	$ 15.00	$ 300.00
32	Hardware 25# / ft	-	LF	21	$ 75.00	$ 1,575.00
Sub-Total Materials: Platform						$ 9,680.25
Total	**Materails Cost**		**$ 362.84**	**/ft cost**	**total**	**$ 392,232.62**
Sub Total	**Labor at 1.5 materail cost**		**$ 544.26**	**/ft cost**	**total**	**$ 588,348.93**
Total	**Estimated Construction Cost**		**$ 907.11**	**/ft cost**	**total**	**$ 980,581.55**

Item #	Description	Used for:	Unit	Quantity	Unit Price	Material Cost
Miscellaneous						
33	Tree Removal: 4" -6" Diameter		EA	215	$ 150.00	$ 32,250.00
34	Tree Removal: 7" -9" Diameter		EA	110	$ 250.00	$ 27,500.00
35	Tree Removal: 10" -12" Diameter		EA	56	$ 500.00	$ 28,000.00
36	Tree Removal: 13" -15" Diameter		EA	23	$ 1,000.00	$ 23,000.00
37	Tree Removal: 16" -18" Diameter		EA	8	$ 2,000.00	$ 16,000.00
38	Tree Removal: 19" -21" Diameter		EA	3	$ 4,000.00	$ 12,000.00
39	Tree Removal: 47" Diameter		EA	1	$ 8,000.00	$ 8,000.00
40	Unclassified Excavation	Concrete Path & Parking	CY	150	$ 40.00	$ 6,000.00
41	Borrow Excavation	Concrete Path & Parking	CY	75	$ 40.00	$ 3,000.00
42	Concrete 6" Thick w/ 6x6x6 wire mesh	Concrete Path & Parking	SY	116	$ 135.00	$ 15,660.00
43	Gravel Access Drive		SY	333	$ 25.00	$ 8,325.00
44	Geotextile Separation Fabric	Gravel Access Drive	SY	333	$ 5.00	$ 1,665.00
45	Bollard - Removable/Lockable	Sidewalk at each end of Boardwalk	EA	2	$ 2,500.00	$ 5,000.00
46	Parking Bumper	Concrete Parking Area	EA	2	$ 750.00	$ 1,500.00
47	Traffic Marking, Blue	Concrete Parking Area	SF	5	$ 15.00	$ 75.00
48	Traffic Stripe, Blue, Class 2, Type A (5" Wide)	Concrete Parking Area	LF	186	$ 5.00	$ 930.00
49	Handicap Parking Sign (Includes Post)	Concrete Parking Area	EA	2	$ 300.00	$ 600.00
50	Silt Fence & Removal		LF	224	$ 10.00	$ 2,240.00
51	Seeding Disturbed Areas		ACRE	1.33	$ 5,000.00	$ 6,650.00
52	Concrete Washout	One at either end of Boardwalk	EA	2	$ 1,000.00	$ 2,000.00
53	Construction Safety Fence	As Directed by Engineer	LF	100	$ 6.00	$ 600.00
54	Mobilization		LS	1	$ 70,000.00	$ 70,000.00
55	Geometric Controls		LS	1	$ 15,500.00	$ 15,500.00
Sub-Total Miscellaneous						**$ 286,495.00**
Preliminary Opinion of Probable Construction Cost						**$ 1,267,076.55**
Estimated Design Fee						
	Survey, Structural design, Permitting		6.75%	Const. Cost		$ 85,527.67
	Geotechnical Services*					$ 19,228.00
Estimated Total Design Services						**$ 104,755.67**
Estimated CE&I Cost			5.80%	Const. Cost		**$ 73,490.44**
Estimated Value of Engineering and CE&I						**$ 178,246.11**
Total Opinion of Probable Cost						**$ 1,445,322.66**

Baldwin County Commission

Agenda Action Form

File #: 22-1460, **Version:** 1 **Item #:** HA1

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: Addendum
From: Matthew Brown, Planning and Zoning Director
Submitted by: Ashley Campbell, Natural Resource Planner

ITEM TITLE
Request from Mobile Bay National Estuary Program - Letter of Support for NOAA Grant Proposal - Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed

STAFF RECOMMENDATION
Authorize the Chairman to sign a letter of support to the Mobile Bay National Estuary Program (MBNEP) for its NOAA Transformational Habitat Restoration and Coastal Resilience Grant Proposal - Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The MBNEP requests a letter of support from the Baldwin County Commission for NOAA Grant Proposal - Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed. The proposal includes the development of a comprehensive watershed plan for the Perdido Watershed and will provide site-specific management recommendations to help property owners, municipalities, and communities better protect critical habitats to increase overall community and environmental resilience.

Additionally, streambank erosion and downstream sedimentation have been significant challenges facing coastal communities throughout Baldwin County. This project will provide a comprehensive strategy to restore degraded streams and riparian corridors specifically within Wolf Bay Watershed that have been negatively impacted by stormwater, invasive species, and a changing climate. This effort will also result in increased coordination among local governments managing stormwater in areas challenged by over five feet of hard rain annually, erodible soils, and significant urban development.

Coastal Alabama residents, the State, Baldwin County, and the City of Foley depend on stable shorelines, beautiful waters, and the productive fisheries that come from healthy coastal habitats including intertidal marsh and sea grass. These are the intended outcomes the of the holistic watershed restoration this project proposes. The MBNEP has a consistent record of sound stewardship of environmental restoration and protection funding and, if funded, staff is confident in

the organization's ability to succeed in what it sets out to accomplish.

Baldwin County along with the City of Foley and others will be listed as project partners. The County's Natural Resource Planner will work with the MBNEP and the City of Foley in project implementation. The proposal does not commit the County to any financial obligations.

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: September 6, 2022, by 4:00PM

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

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Provide copy of the Commission's letter of support to: ashley.campbell@baldwincountyal.gov

Additional instructions/notes: N/A

September 6, 2022

Ms. Roberta Swann, Director
Mobile Bay National Estuary Program
118 N. Royal Street, Suite 601
Mobile, Alabama 36602

RE: Letter of Support - MBNEP's NOAA Grant Proposal - Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed

Dear Ms. Swann,

As Chairman of the Baldwin County Commission, I am writing to express support for your 2022 NOAA Transformational Habitat Restoration and Coastal Resilience Grants proposal: *Catalyzing a Multi-Communal Approach for Transformative Restoration of the Perdido Watershed*.

The Perdido Bay Watershed provides important wetland and riparian habitats contributing to Alabama's exceptional species diversity and environmental health. However, the region is experiencing unprecedented residential and commercial growth, putting pressure on habitats facing climate change impacts. Development of a comprehensive watershed plan for this area will provide site-specific management recommendations to help property owners, municipalities, and communities better protect critical habitats to increase overall community and environmental resilience.

Additionally, streambank erosion and downstream sedimentation are significant challenges facing communities in the Wolf Bay Watershed. This project will provide a comprehensive strategy to restore degraded streams and riparian corridors that have been negatively impacted by stormwater, invasive species, and a changing climate. Furthermore, we strongly support the development of hydrologic models for the Perdido Watershed. Similar models for other watersheds throughout the County are regularly utilized and have proven a valuable tool as Baldwin County engineers, planners, and resource managers work to proactively manage stormwater, increase the resilience of our coastal communities, and ensure growth and development occurs in sustainable manner. This effort will also result in increased coordination among local governments managing stormwater in areas challenged by hard rain in excess of five feet annually, erodible soils, and significant urban development.

Coastal Alabama residents, the State, Baldwin County, and the City of Foley depend on stable shorelines, beautiful waters, and the productive fisheries that develop from healthy coastal habitats including intertidal marsh and sea grass. These are the intended outcomes of the holistic watershed restoration this project proposes. The MBNEP has a consistent record of sound stewardship of environmental restoration and protection funding and I have full confidence in the organization's ability to create a plan that addresses the complex issues of the watershed.

We hope that your proposal is considered favorably, and we look forward to a plan that improves coastal health and supports those things valued most by residents of and visitors to coastal Alabama.

If you wish to discuss any aspects of the proposal further, please do not hesitate to contact me or Ashley Campbell, Natural Resource Planner, at (251) 937-0264.

Sincerely,

JAMES E. BALL, Chairman
Baldwin County Commission

Baldwin County Commission

Agenda Action Form

File #: 22-1417, **Version:** 1 **Item #:** HA2

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: Addendum
From: Taylor Bufkin, Public Information and Communications Specialist
Submitted by: Taylor Bufkin, Public Information and Communications Specialist

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ITEM TITLE
Request for Use of Bohemian Park for Filming of Streaming Docu-Series “Love in Fairhope”

STAFF RECOMMENDATION
At the request of the Production Manager for Cartwright Productions LLC, take the following action related to a filming of the streaming docu-series “Love in Fairhope” at the County-owned Bohemian Park:

Approve the Facility Event Space Rental Agreement between the Baldwin County Commission and Cartwright Productions LLC which authorizes the utilization of the Bohemian Park property. Production will take place between Wednesday, September 7, 2022, and Sunday, September 11, 2022, from 9:00 a.m. until 8:00 p.m. weather dependent.

BACKGROUND INFORMATION

Background: A Certificate of Liability Insurance that meets the County requirements has been received.

For the filming of this portion of the docu-series several of the cast members will be filmed at Bohemian Park as they are back together for some summer fun. The cast will be in the water talking about how they used to come to Bohemian Park as children and all of the fun they had with their friend that recently passed away. They will be staying true to their promise of enjoying their last summer together. The twentysomethings will be together at Bohemian Park reminiscing and enjoying the rope swing one last time.

Nick and Caris, Kai and Meredith, Mya Jo, Faith, and Amiah along with fifteen to twenty crew members will be in attendance for the filming of this scene. There is no alcohol involved in the filming of these scenes as all of these cast members are under 21 years of age.

No Sheriff’s Deputies or road closures will be needed. The crew will have 3 cameras (FX9S) along with their video village equipment which includes an iPad, monitors, and the box that is hooked up for the live feed to be shown on. The box itself is 2ft x 3ft. A small Honda Generator will be onsite, but no electricity from the park will be needed.

Description of Docu-Series:
“Love in Fairhope” is a docu-series that will be streamed on Hulu. It is based on the love lives of individuals between the ages of twenty and seventy-five years of age. There are 16 cast members involved in the docu-series. There is no fighting as this is not a dramatic fight filled reality tv show. Production follows around the cast to see all of the different stages of love from finding new love, to losing a spouse and starting over, to couples getting married to couples getting divorced and starting over with their new love. This docu-series is about finding your true love at any age, and what that is like living in the beautiful Fairhope, Alabama.

Previous Commission action/date: 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: Rental Agreement drafted and previously approved by County Attorney

Additional comments: N/A

ADVERTISING REQUIREMENTS

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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: Follow up deadline of Tuesday, September 6, 2022 by 11:00 a.m.

Individual(s) responsible for follow up: Commission Administration Staff and Taylor Bufkin

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Devyn Crawley: devyn.crawley@evolutionusa.com

cc: Jessica Walker: jessica.walker@fairhopeal.gov
Brian Peacock
Madison Steele
Joey Nunnally
Frank Lundy
Wanda Gautney
Sherriff Mack
Anthony Lowery
Zach Hood

Additional instructions/notes: N/A

Facility Event Space Rental Agreement

This consent for the rental of a venue is made this day, 9/06/2022, by and between _____, hereafter referred to as the Land Owner or Land Owners, and CARTWRIGHT PRODUCTIONS 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 Bohemian Park, 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 N/A for the full subrental fee for the use of the venue.

2. The Renter shall have access to and use of the venue from 9/7/22 to 9/11/22, for the purpose of hosting the Renter's filming 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 N/A N/A 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 8/29/2022 (SEAL)	Owner's Signature, date (SEAL)
Printed Name Devyn Crawley	Printed Name
Address 10 Summit St	Address
City, State, Zip Code Fairhope, AL 36532	City, State, Zip Code

Production Name

- Cartwright Productions

Name of the Movie/Show

- Love in Fairhope (WT)

Description of the Movie/Show

- Show based on following around people ages 20-75 and their love lives, and the different stages of love they are all in.

Exact Dates/Times you're requesting use of Bohemian

- Sept 7-11the (depending on rain) from 9am-8pm

Outline of what the crew/actors will be doing on County property

- cast will just be in the water talking about how they use to come there as kids and the fun they had, with their friend that recently passed away. 6-7 cast and friends 15-20 crew members.

Are you asking for anything additional other than using the park? (i.e.: Sheriff's Deputies on site, road closures)

- No none of that is needed for this. It will be a small foot print of cast/ crew/ vehicles

What streaming service will this be aired on?

- HULU

What kind of series is this?

- Docu-series following around peoples' lives in Fairhope, Alabama

We understand that you all follow around the cast to see the different stages of love they are in, but what exactly does that mean? What are the goals and objectives of the show?

- We have cast members from ages 20-75 (16cast) all different stages of love. From finding new love to losing a spouse and starting over, to couples getting married. To couples getting divorced and starting over with their new love. It's all about finding your true love at any age and what that is like living in the beautiful Fairhope, Alabama. There is no fighting or displays of that (this is not a dramatic fight filled reality tv show)

We will need to know what filming on the property entails in more detail

- The gang's back together for more summer fun. Staying true to their promise of enjoying what could be their last summer together, the twentysomethings are together at Bohemian Park to enjoy the rope swing. Nick and Caris, Kai and Meredith, Mya Jo, Faith and Amiah. THERE IS NO ALCOHOL AS ALL OF THESE CAST MEMBERS ARE UNDER 21

Will there be any equipment brought in? This includes needs for electrical.

- We will have 3 camera (fx9s) and our video village equipment which entails iPad monitors and the box they hook up to so we can see live feed that is 2ft x 3ft. We have a small Honda generator for our use that we bring everywhere with us. We don't need any type of electricity from the park.

Baldwin County Commission

Agenda Action Form

File #: 22-1425, **Version:** 1 **Item #:** HA3

Meeting Type: BCC Regular Meeting
Meeting Date: 9/6/2022
Item Status: Addendum
From: Joey Nunnally, P.E., County Engineer
Submitted by: Audra E. Mize, Operations Support Specialist II

ITEM TITLE
Transfer Highway Department Equipment to Various Highway Department Divisions / Locations

STAFF RECOMMENDATION
Take the following actions:

1) Approve the transfer of the following equipment from Baldwin County Highway Department Traffic Operations (11153135) to Baldwin County Highway Department Area 200 Maintenance (11153112) at no charge and authorize the Chairman to execute the Fixed Asset Change Forms:

2018 Woods BW15.60 Batwing Mowers

Serial #10006945639001

Serial #10007046851001

Serial #10007046851002; and

2) Approve the transfer of the following equipment from Baldwin County Highway Department Area 200 Maintenance (11153112) to Baldwin County Highway Department Area 100 Maintenance (11153111) at no charge and authorize Chairman to execute the Fixed Asset Change Forms:

2017 Better Built Tilt Trailer VIN #4MNFP2229H1000940

2023 Mack VIN #1M2GR4GC6PM029190

2023 OX Bodies Serial #S220203510058736AL

2023 Mack VIN #1M2GR4GC3PM029177

2023 OX Bodies Serial #S222104510058738AL; and

3) Approve the transfer of the following equipment from Baldwin County Highway Department Area 200 Maintenance (11153112) to Baldwin County Highway Department Area 300 Maintenance (11153113) at no charge and authorize Chairman to execute the Fixed Asset Change Forms:

2023 Mack VIN #1M2GR4GC7PM029179

2023 OX Bodies Serial #S223103510058739AL

2023 Mack VIN #1M2GR4GC6PM029187

2023 OX Bodies Serial #S223103510058735AL

BACKGROUND INFORMATION

Background: The Highway Department is transferring equipment to various locations.

Previous Commission action/date: 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: Administration Staff have forms signed by Chairman and send to Wanda Gautney, Purchasing Director. James Martin to handle transfer of equipment.

Action required (list contact persons/addresses if documents are to be mailed or emailed):
N/A
Additional instructions/notes: N/A

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8-23-22

Fixed Asset: 0009201 Year: 2018

Model: Woods BW15.60

S/N: 10006945639001

Tag #:

Mileage: N/A

Value: $6,000.00

Subject to Commission approval, the fixed asset above of the

Traffic Operations Department will be:

Transferred to: Area 200 Highway Barn

Sold to:

Stored at/for:

Scrapped because:

Other: Batwing Mower

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8-23-22

Fixed Asset: 0009260 Year: 2018

Model: Woods BW15.60

S/N: 10007046851001

Tag #:

Mileage: N/A

Value: $6,000.00

Subject to Commission approval, the fixed asset above of the

Traffic Operations Department will be:

Transferred to: Area 200 Highway Barn

Sold to:

Stored at/for:

Scrapped because:

Other: Batwing Mower

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8-23-22

Fixed Asset: 0009261 Year: 2018

Model: Woods BW15.60

S/N: 10007046851002

Tag #:

Mileage: N/A

Value: $6,000.00

Subject to Commission approval, the fixed asset above of the

Traffic Operations Department will be:

Transferred to: Area 200 Highway Barn

Sold to:

Stored at/for:

Scrapped because:

Other: Batwing Mower

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 8-22-22

Fixed Asset: 0008993 Year: 2017

Model: Better Built

S/N: 4MNFP2229H1000940

Tag #:

Mileage: N/A

Value: $2,000

Subject to Commission approval, the fixed asset above of the

Area 200 Hwy. Barn Department will be:

Transferred to: Area 100 Highway Barn

Sold to:

Stored at/for:

Scrapped because:

Other: 6 ton tilt trailer

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009887 Year: 2023

Model: Mack

S/N: 1M2GR4GC6PM029190

Tag #: 65055CO

Mileage: 0

Value: $127,312.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53111 Area 100

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009890 Year: 2023

Model: OX Bodies

S/N: S220203510058736AL

Tag #:

Mileage:

Value: $25,555.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53111 Area 100

Sold to:

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009884 Year: 2023

Model: Mack

S/N: 1M2GR4GC3PM029177

Tag #: 65056CO

Mileage: 0

Value: $127,312.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53111 Area 100

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

_____ _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

_____ _____

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009893 Year: 2023

Model: OX Bodies

S/N: S22210451005873 8AL

Tag #:

Mileage:

Value: $25,555.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53111 Area 100

Sold to:

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009883 Year: 2023

Model: Mack

S/N: 1M2GR4GC7PM029179

Tag #: 65045CO

Mileage: 0

Value: $127,312.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53113 Area 300

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009889 Year: 2023

Model: OX Bodies

S/N: S2231035100587 39AL

Tag #:

Mileage:

Value: $25,555.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53113 Area 300

Sold to:

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009886 Year: 2023

Model: Mack

S/N: 1M2GR4GC6PM029187

Tag #: 65058CO

Mileage: 0

Value: $127,312.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53113 Area 300

Sold to: _____

Stored at/for: _____

Scrapped because: _____

Other: _____

_____ _____

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

_____ _____

APPROVED, Baldwin County Commission

Date Approved

COUNTY FIXED ASSET CHANGE FORM

Date of this report: 6-29-22

Fixed Asset: 0009892 Year: 2023

Model: OX Bodies

S/N: S223103510058735AL

Tag #:

Mileage:

Value: $25,555.00

Subject to Commission approval, the fixed asset above of the

53112 Area 200 Department will be:

Transferred to: 53113 Area 300

Sold to:

Stored at/for:

Scrapped because:

Other:

Department Head relinquishing Fixed asset item

Department Head accepting fixed asset item

APPROVED, Baldwin County Commission

Date Approved