

Baldwin County Commission



Baldwin County Commission Work Session Meeting Agenda

**Tuesday, July 23, 2019
8:30 AM**

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

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

Wayne A. Dyess, County Administrator

All 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.

WELCOME, INVOCATION AND PLEDGE OF ALLEGIANCE

A ELECTED OFFICIALS

- A1** Revenue Commission - Computer Software Support Agreement [19-1611](#)
Addendum

B BUDGET/PURCHASING

- B1** Competitive Bid #WG19-37A - Purchase of Ninety (90) Jersey Barriers for the Baldwin County Commission [19-1675](#)
- B2** Competitive Bid #WG19-45 - Purchase of One (1) Chemical Injector System Upgrade to Mid-Tech TASC 6300 and Upgrade to Front Bumper Mounted/Extended Boom Boomless Radial Mount Spray Heads or Equal for the Baldwin County Commission [19-1671](#)
- B3** Competitive Bid #WG19-46 - Provision of Instant Pre-cooked Meals for the Baldwin County Commission [19-1680](#)
- B4** Competitive Bid #WG19-47 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission [19-1677](#)
- B5** Competitive Bid #WG19-50 - Provision of Baldwin County Cigarette Stamps for the Baldwin County Commission [19-1604](#)
- B6** Competitive Bid #WG19-51 - Purchase and Installation of One (1) 125 kW Generator for the Baldwin Regional Area Transit System (BRATS) Building Located in Robertsedale, Alabama for the Baldwin County Commission [19-1684](#)
- B7** Final Design and Architectural Services for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama [19-1681](#)
- B8** Lease of One (1) Postage Machine/Letter Opener for the Baldwin County Revenue Commission Office [19-1619](#)
- B9** Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility [19-1612](#)

C HIGHWAY

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- | | | |
|-----------|---|--------------------------------|
| C1 | Case No. S-19033 - Plantations at Fish River | <u>19-1664</u> |
| C2 | Federal Transit Administration (FTA) - Integrated Mobility Innovation (IMI) Demonstration Program - Grant Application for Transit Demonstration Project | <u>19-1697</u> |
| C3 | Sale of Six (6) Highway Department Vehicles and One (1) HP Plotter on GovDeals.com | <u>19-1679</u> |
| C4 | Solicitation of Quotes for Procurement of Professional Accounting Services for National Transit Database (NTD) Independent Auditors Statement of Financial Data | <u>19-1698</u> |
| C5 | Solicitation of Quotes for Procurement of Professional Appraisal Services for Preparation of Rent Analysis/Report for BRATS Real Estate | <u>19-1700</u> |
| D | FINANCE AND ACCOUNTING | |
| E | ENVIRONMENTAL MANAGEMENT (SOLID WASTE) | |
| E1 | Baldwin Clean Sweep - October 5, 2019 and March 7, 2020 | <u>19-1588</u> |
| E2 | Baldwin County Solid Waste Disposal Authority | <u>19-1699</u> |
| E3 | Baldwin County Solid Waste Policies | <u>19-1497</u> |
| E4 | Baldwin County Solid Waste Uncollectible Residential Accounts | <u>19-1610</u> |
| E5 | Mandatory Garbage Fees - Low Income Exemption Applications 2019 | <u>19-1688</u> |
| E6 | Mandatory Garbage Fees - Social Security Exemption Applications 2019 | <u>19-1689</u> |
| F | BUILDING INSPECTION | |
| F1 | Building Inspection - Computer Software Support Agreement Addendum | <u>19-1694</u> |
| G | PLANNING AND ZONING | |
| H | COMMUNICATIONS/INFORMATION SYSTEMS (CIS) | |
| I | ARCHIVES AND HISTORY | |
| J | BUILDING MAINTENANCE | |
| K | COUNCIL ON AGING | |
-

L EMERGENCY MANAGEMENT AGENCY (EMA)

M JUVENILE DETENTION

N PERSONNEL

N1 Personnel Department - Personnel Changes [19-1696](#)

O ANIMAL CONTROL

O1 Baldwin County Trap-Neuter-Return (TNR) Program - Renewal of Eastern Shore Pet Hospital Agreement [19-1651](#)

O2 Purchase of One (1) Polaris Ranger 500 for the Baldwin County Animal Shelter [19-1683](#)

P ADMINISTRATION

P1 Update on Southwest Alabama Workforce Development Council (SAWDC) Activities [19-1632](#)

P2 Impact Fee Discussion [19-1702](#)

P3 Master Plan - Comprehensive Plan for Baldwin County [19-1703](#)

Q ADDENDA

Q1 Probate Court - Computer Software Support Agreement Addendum [19-1707](#)

Q2 Request from Franklin Primary Health Center, Inc. for a Letter of Support - Public Health Service Section 330 Grant [19-1706](#)

R PUBLIC COMMENT

S PRESS QUESTIONS

T COMMISSIONER COMMENTS

U ADJOURNMENT



Baldwin County Commission

Agenda Action Form

File #: 19-1611, **Version:** 1

Item #: A1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Teddy J. Faust, Jr., Revenue Commissioner

Submitted by: Susan Hill, Chief Administrative Assistant

ITEM TITLE

Revenue Commission - Computer Software Support Agreement Addendum

STAFF RECOMMENDATION

Related to the Revenue Commission software, take the following actions:

- 1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. The terms of this agreement shall automatically renew at each annual period; and
- 2) Authorize the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems, Inc. with the new monthly rate in the amount of \$5,258.33, effective October 1, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: Annual

Background: The Computer Software Support Agreement is renewed on an annual basis, with a standard adjustment.

FINANCIAL IMPACT

Total cost of recommendation: \$63,099.96

Budget line item(s) to be used: 51600.5235; 51810.5235; 51810.5499.3

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Teddy J. Faust, Jr., Revenue Commissioner

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

Administration: have Chairman sign Computer Support Agreement and Addendum

Mail Agreement to:

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

Additional instructions/notes: N/A



Delta Computer Systems, Inc.
A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this _____ day of _____,

BALDWIN COUNTY, AL
Client Name _____

Client Signature _____

Printed Name _____

Accepted: Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, MS 39532



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-REVENUE COMMISSIONER

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2019 These charges will be billed on 9/15/2019 due for payment 10/ 1/2019.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
812	Real Property Assessment	09/2018	350.00	370.00	
813	Real Property Collections	09/2018	310.00	330.00	
814	Personal Property Appraisal	09/2018	200.00	210.00	
1579	Cash Book Accounting Maintenance	09/2018	310.00	330.00	
1777	Web Hosting - Real Property Appraisal & Assessment	09/2018	720.00	760.00	
1947	Apex Host Interface	09/2018	120.00	130.00	
1948	Apex PC Interface	(6) 09/2018	120.00	130.00	
1949	Digital Photo Host Interface	09/2018	110.00	120.00	
3176	Real Property Appraisal	09/2018	370.00	390.00	
6950	Web Hosting History Years	(9) 09/2018	270.00	280.00	
6990	Appraisal Permit Tracking System	09/2018	150.00	160.00	
9000	PaperLink Host Software Monthly Support	09/2018	190.00	200.00	
9020	PaperLink Scan Station Support	(4) 09/2018	350.00	370.00	
9030	Historical Mapping/Appraisal Data Link Support	09/2018	310.00	330.00	
9040	Deed Image Mapping Interface Support	09/2018	160.00	170.00	
10650	Digital Signature Capture Support	09/2018	2,310.00	2,440.00	Annual
12890	PaperLink Scan Station Support (1)	09/2017	30.00	30.00	
13100	Scan Station Monthly Support (1)	09/2017	30.00	30.00	
16860	PaperLink Scan Station (5)	(5) 09/2018	140.00	150.00	
16870	View Station Monthly Support (5)	(5) 09/2018	140.00	150.00	
17500	Use Value Application Tracking	09/2016	40.00	40.00	
20410	Export Real & Personal Property Tax Files for Web Payment	09/2018	70.00	70.00	
20420	Automated Import & Posting of Web Payments for Real & Personal Property	09/2018	130.00	140.00	
20960	PaperLink Scan Station Support TDORRIETY/ZRC100S	09/2017	30.00	30.00	
21480	PaperLink Scan Station Support HWALTON/MRC250S1	09/2017	20.00	20.00	
23050	PaperLink Scan Station Support (2)	(2) 11/2015	40.00	40.00	
25060	PaperLink Scan Station Support (2)	(2) 11/2015	40.00	40.00	
27750	PaperLink Scan Station Support (1)	02/2019	20.00	20.00	
27920	Apex PC Interface (Added 04/05/2019)	04/2019	15.00	15.00	
IVMCBP03 (1)		TOTAL:	4,977.50	5,258.33	MONTHLY

Agreed this _____ day of _____, 2019.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: BALDWIN COUNTY REVENUE COMMSNR
ATTN: TEDDY FAUST, JR.
P.O. BOX 1549
BAY MINETTE AL 36507



Baldwin County Commission

Agenda Action Form

File #: 19-1675, **Version:** 1

Item #: B1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Zach Hood, EMA Director/Danon Smith, EMA Planning & Grants Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-37A - Purchase of Ninety (90) Jersey Barriers for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **The Tamis Corporation**, for the purchase of ninety (90) jersey barriers as per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

12/03/2018 meeting: Approved and executed the Fiscal Year 2018 Homeland Security Grant Agreement (#8LOC) with the Alabama Law Enforcement Agency (ALEA) on behalf of the Gulf Shores Police Department to purchase the necessary equipment to include two 7' x 20' flatbed trailers and Jersey wall/barriers. The term of the agreement shall commence on November 1, 2018, and end December 1, 2019.

05/07/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the purchase of ninety (90) Jersey barriers 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.

06/18/2019 meeting: 1) Rejected the bid received and authorized the Purchasing Director to re-bid for the purchase of ninety (90) Jersey barriers 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.

Background: Bids were opened in the Purchasing Conference Room on July 10, 2019, at 2:30 p.m. Three (3) bids were received. The lowest bid was received from The Tamis Corporation in the total amount of \$31,181.20 for the purchase of the ninety (90) jersey barriers. The equipment is being funded from the Homeland Security Grant with the Alabama Law Enforcement Agency on behalf of

the Gulf Shores Police Department in the amount of \$45,683.00 for the purchase of the jersey barriers and two (2) trailers. Recommendation is to award the bid to the lowest bidder, The Tamis Corporation, as per the attached Award Listing. Bid Tabulation attached for review.

One Hundred Thirty-Eight (138) Vendors registered on the County website and were notified by email as well as sent a postcard via U. S. Postal Service notifying them of this solicitation.

FINANCIAL IMPACT

Total cost of recommendation: \$31,181.20

Budget line item(s) to be used: 70175.5214

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: 08/06/2019

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 #WG19-37A Award Listing

Purchase of Ninety (90) Jersey Barriers

BIDDER:		The Tamis Corporation	
42" x 72" White	\$297.46 x 20 =	\$5,949.20	
42" x 96" Orange	\$414.34 x 50 =	\$20,717.00	
42" x 72" Tan	\$297.46 x 10 =	\$2,974.60	
42" x 42" Tan	\$154.04 x 10 =	\$1,540.40	
96" and 72" accept fencing			
Brand/Manufacturer:		Tamis/RRM	
Delivery time after receipt of order:		21- 28 days	

COMPETITIVE BID #WG19-37A Bid Tabulation

Purchase of Ninety (90) Jersey Barriers

BIDDER: The Tamis Corporation		
42" x 72" White	\$297.46 x 20 =	\$5,949.20
42" x 96" Orange	\$414.34 x 50 =	\$20,717.00
42" x 72" Tan	\$297.46 x 10 =	\$2,974.60
42" x 42" Tan	\$154.04 x 10 =	\$1,540.40
96" and 72" accept fencing		
Brand/Manufacturer:	Tamis/RRM	
Delivery time after receipt of order:	21- 28 days	
Exception: 42" x 96" does not accept the fencing. Tamis states there are no 42x96 on the market that does. They are not designed for fencing but the County/City could fabricate a way to make it work. Holes could be drilled by someone here to match the fencing we planto use or if we can determine the distance between the uprights on the fence panels we will be installing they could drill for us prior toe shipment.		

BIDDER: C & H Construction Services, LLC		
42" x 72" White	\$385.00 x 20 =	\$7,700.00
42" x 96" Orange	\$473.00 x 50 =	\$23,650.00
42" x 72" Tan	\$385.00 x 10 =	\$3,850.00
42" x 42" Tan	\$296.00 x 10 =	\$2,960.00
96" and 72" accept fencing		
Brand/Manufacturer:	Rochester Rotational Molding	
Delivery time after receipt of order:	45 -60 days	
Exception: Only the 72" jersey barriers Is MASH approved. Unable to find products that are 96" and 42" that are MASH approved.		
96" Jersey barrier does not accept fencing. 72" does.		

Rologard Global Company, LLC	
Kit Number: sd 100, base unit k2300sd	\$2,310.00
Kit Number: sd 106, transport kit for k2300sd	\$483.00
Kit Number: sd170, rack for k2300sd	\$1,722.00
Kit Number: sd172, rack castor kit for sd170 rack	n/a
Kit Number: hd200, base unit k2400hd	\$3,080.00
Kit Number: hd208, transport kit for k2400hd	\$1,319.00
Kit Number: hd228, tang & hammerstrap hitch for k2400hd	Choose 1 hitch type,
Kit Number: hd229, coupler & ball hitch for k2400hd	which is included in
Kit Number: hd230, pintle ring & hook for k2400hd	transport kit pricing
Kit Number: xd114, double sided stop sign	\$131.00
Kit Number: xd116, double sided no walk sign	\$131.00
Kit Number: xd118, double sided arrow sign	\$131.00
Kit Number: xd122, solar powered light, red	\$154.00
Kit Number: xd123, red handled 3/4 pin	\$5.00
Kit Number: xd124, lashing chain	\$133.00
Kit Number: xd130, screw anchor	\$186.00 Set of 2
Kit Number: xd132, screw anchor	\$56.00 Set of 2
Kit Number: xd134, screw anchor	\$32.00 Set of 2
Kit Number: xd136, screw anchor	\$24.00 Set of 2
Kit Number: xd140, anchoring cable	\$203.00 Set of 2
Kit Number: xd142, anchoring cable	\$185.00 Set of 2
Kit Number: xd144, anchoring cable	\$168.00 Set of 2
Kit Number: xd150, banner do-not-cross	\$217.00
Kit Number: xd154, banner random-placement	\$217.00
Kit Number: xd 180, storage box	\$1,323.00
Kit Number: xd 181, storage box (for k2400hd)	\$1,500.00
Kit Number: xd220, twin posts and chain	\$64.00
Delivery Time:	No time listed
Exception: They are an out of state vendor not registered with the Alabama Secretary of State as a foreign corporation to do business in the state as per Alabama Code Section 10A-1-7.01	



Baldwin County Commission

Agenda Action Form

File #: 19-1671, **Version:** 1

Item #: B2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Frank Lundy, Maintenance Engineer

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-45 - Purchase of One (1) Chemical Injector System Upgrade to Mid-Tech TASC 6300 and Upgrade to Front Bumper Mounted/Extended Boom Boomless Radial Mount Spray Heads or Equal for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to IVM Solutions, LLC, d/b/a Roadside, Inc., for the purchase of one (1) Chemical Injector System Upgrade to Mid-Tech TASC 6300 and Upgrade to Front Bumper Mounted/Extended Boom Boomless Radial Mount Spray Heads as follows:

Make/Model:	RS1-163SH2AI
Amount Bid:	\$41,504.02
Optional Items Upgrade:	
Extended Spray Boom	\$19,232.00
Hydraulic Upgrades	\$4,708.00
Total Amount:	\$65,444.02
Delivery Time:	60 days

BACKGROUND INFORMATION

Previous Commission action/date:

06/18/2019 meeting: 1) Approved the specifications and authorize the Purchasing Director to place a competitive bid for the Purchase of One (1) Chemical Injector System Upgrade to Mid-Tech TASC 6300 and Upgrade to Front Bumper Mounted/Extended Boom Radial Mount Spray Heads or Equal; 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.

Background: Bids were due and opened in the Purchasing Conference Room on July 9, 2019 at 2:30 P.M. One (1) bid was received. The bidder, Roadside, Inc., had one (1) exception to the bid. They did not include the required bid bond as stated in the bid specifications. Staff recommendation

is to award the bid to Roadside, Inc., with the noted exception as per the Award Listing.

FINANCIAL IMPACT

Total cost of recommendation: \$65,444.02

Budget line item(s) to be used: 51330.5550

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: 08/06/2019

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

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

Additional instructions/notes: N/A

COMPETITIVE BID #WG19-45 - Award Listing

Purchase of One (1) Chemical Injector System Upgrade to Mid-Tech TASC 6300
& Upgrade to Front Bumper Mounted/Extended Boom Boomless Radial Mount Spray Heads

BIDDER:		IVM SOLUTIONS, LLC d/b/a Roadside, Inc.	
Make/Model:		RS1-163SH2AI	
Amount Bid:			\$41,504.02
Delivery Time:	60 days		
Optional Items Upgrades:			
Extended Spray Boom			\$19,232.00
Hydraulic Upgrades			\$4,708.00
		Total Amount:	\$65,444.02
Exeception: Did not include the required Bid Bond			



Baldwin County Commission

Agenda Action Form

File #: 19-1680, **Version:** 1

Item #: B3

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-46 - Provision of Instant Pre-cooked Meals for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the lowest bidder, **Nex-xos Worldwide, LLC**, for the Provision of Instant Pre-cooked Meals per the attached Award Listing.

BACKGROUND INFORMATION

Previous Commission action/date:

06/18/19 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Provision of Instant Pre-cooked Meals; 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.

Background: Bids were opened in the Purchasing Conference Room on July 12, 2019, at 1:30 P.M. Two (2) bids were received. Recommend the Commission award the bid to the lowest bidder, Nex-xos Worldwide, LLC, per the attached Award Listing. Bid Tabulation attached for review.

One-Hundred and Thirty (130) Vendors registered on the County website and were notified by email as well as sent a postcard via U. S. Postal notifying them of this solicitation.

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: 08/06/2019

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 #WG19-46 Award Listing

Instant Pre-Cooked Meals

August 6, 2019 through August 6, 2020

BIDDER: Nex-xos Worldwide, LLC		Bid Price
Entree Variety	Cost Per meal:	\$4.50 ea. / \$54.00 per cs. up to 5,000
		\$4.35 ea. / \$52.20 per cs. 5,001-10,000
		\$4.20 ea. / \$50.40 per cs. 10,001-25,000
		\$4.10 ea. / \$49.20 per cs. 25,001-50,000
		\$4.05 ea. / \$48.60 per cs. 50,001 +
Variety #1: Chicken Creole		
Variety #2: Pasta Fagioli		
Variety #3: Lentils with Beef		
Variety #4: Vegetable Stew with Beef		
Variety #5: Turkey Chili		
Variety #6: Chicken Pasta Parmesan		
Freight: FOB Destination (Robertsdale, AL 36567)		

COMPETITIVE BID #WG19-46 Bid Tabulation

Instant Pre-Cooked Meals

BIDDER: Luxfer Magtech Inc., d/b/a Heater Meals		Bid Price
Entree Variety #1: Asst 6 Pk Mixed Dinner #98010	Cost Per meal:	\$4.59 ea. / \$55.08 per cs.
Note: Assorted 6Pk Contains Contains 2 Entrees of Chicken Pasta Italiana Contains 2 Entrees of Zesty BBQ Sauce & Potatoes with Beef Contains 2 Entrees of Italian Style Pasta with Beans Contains 2 Entrees of Tex-Mex Four Bean Chili Contains 2 Entrees of Rotini & Kielbasa in a Spicy Sauce Contains 2 Entrees of Tandoori Seasoned Chicken with Brown Rice Freight: FOB Destination (Robertsdale, AL 36567) Mixed Lunch/Dinner case		

BIDDER: Nex-xos Worldwide, LLC		Bid Price
Entree Variety	Cost Per meal:	\$4.50 ea. / \$54.00 per cs. up to 5,000 \$4.35 ea. / \$52.20 per cs. 5,001-10,000 \$4.20 ea. / \$50.40 per cs. 10,001-25,000 \$4.10 ea. / \$49.20 per cs. 25,001-50,000 \$4.05 ea. / \$48.60 per cs. 50,001 +
Variety #1: Chicken Creole Variety #2: Pasta Fagioli Variety #3: Lentils with Beef Variety #4: Vegetable Stew with Beef Variety #5: Turkey Chili Variety #6: Chicken Pasta Parmesan Freight: FOB Destination (Robertsdale, AL 36567)		



Baldwin County Commission

Agenda Action Form

File #: 19-1677, **Version:** 1

Item #: B4

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

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 #WG19-47 - Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission

STAFF RECOMMENDATION

Award the bid to the highest bidder, **SA Recycling, LLC**, as per the attached Award Listing for the sale of the County's Scrap Metal and White Good Recycling Services and authorize the Chairman to execute the Contract. (Contract shall be effective for twelve (12) months and commence on August 22, 2019).

BACKGROUND INFORMATION

Previous Commission action/date:

06/18/2019 meeting: 1) Approved the specifications and authorized the Purchasing Director to place a competitive bid for the Annual Scrap Metal & White Good Recycling Services 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.

Background: Bids were opened in the Purchasing Conference Room on July 11, 2019, at 2:30 P.M. Two (2) bids were received. The bid will be awarded for twelve (12) months effective on August 22, 2019, to the highest bidder SA Recycling, LLC. Recommend the Commission award the bid to SA Recycling, LLC, as per the attached Award Listing and authorize the Chairman to execute the Contract. Bid Tabulation attached for review.

Sixty-four (64) Vendors registered on the County website and were notified by email as well as sent a postcard via U. S. Postal notifying them of this solicitation.

FINANCIAL IMPACT

Total cost of recommendation: Revenue to County

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: David Conner

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: 08/06/2019

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 #WG19-47 Award Listing

Annual Scrap Metal & White Goods Recycling Services

August 22, 2019 through August 22, 2020

BIDDER:		SA Recycling, LLC
Scrap Metal & White Goods transported by Buyer:	\$120.00	per ton
Scrap Metal & White Goods self-hauled by County:	\$160.00	per ton
Heavy Scrap Metal transported by Buyer:	\$140.00	per ton
Heavy Scrap Metal self-hauled by County:	\$170.00	per ton
Sheet Aluminum Metal Goods transported by Buyer:	\$350.00	per ton
Sheet Aluminum Metal Goods self-hauled by County:	\$400.00	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility:		
37 miles		

COMPETITIVE BID #WG19-47 Bid Tabulation

Annual Scrap Metal & White Goods Recycling Services

BIDDER:		SA Recycling, LLC
Scrap Metal & White Goods transported by Buyer:	\$120.00	per ton
Scrap Metal & White Goods self-hauled by County:	\$160.00	per ton
Heavy Scrap Metal transported by Buyer:	\$140.00	per ton
Heavy Scrap Metal self-hauled by County:	\$170.00	per ton
Sheet Aluminum Metal Goods transported by Buyer:	\$350.00	per ton
Sheet Aluminum Metal Goods self-hauled by County:	\$400.00	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 37 miles		

BIDDER:		Smith Scrap Metal, LLC
Scrap Metal & White Goods transported by Buyer:	\$112.00	per ton
Scrap Metal & White Goods self-hauled by County:	\$127.00	per ton
Heavy Scrap Metal transported by Buyer:	\$132.00	per ton
Heavy Scrap Metal self-hauled by County:	\$147.00	per ton
Sheet Aluminum Metal Goods transported by Buyer:	\$207.00	per ton
Sheet Aluminum Metal Goods self-hauled by County:	\$222.00	per ton
Approximate Distance from Magnolia Landfill to Contractor's Facility: 50 miles		

State of Alabama)
County of Baldwin)

CONTRACT FOR SALE/PURCHASE OF GOODS

This Contract for Sale/Purchase of Goods is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY"), acting by and through its governing body, the Baldwin County Commission, and **SA Recycling, LLC**, (hereinafter referred to as "BUYER").

WITNESSETH:

Whereas, at its regular meeting on Tuesday, June 18, 2019, the COUNTY authorized staff to solicit bids for the Annual Scrap Metal and White Good Recycling Services; and

Whereas, BUYER presented the highest bid price the sale/purchase of Scrap Metal and White goods from the County. Therefore, COUNTY wishes to retain BUYER, 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, BUYER and COUNTY do hereby agree as follows:

I. Definitions The following terms shall have the following meanings:

- A. COUNTY: Baldwin County, Alabama
- B. COMMISSION: Baldwin County Commission
- C. BUYER: SA Recycling, LLC

II. Obligations Generally. This document shall serve as the binding contract for the Buyer's purchase of goods from the County. All purchase transactions shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the BUYER represents and warrants to the COUNTY that it possesses both

the necessary equipment, resources and the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. BUYER represents and warrants that BUYER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that BUYER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. BUYER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations whether or not said law or regulation is mentioned herein.

VIII. Independent Contractor. BUYER acknowledges that it is an independent contractor, and BUYER shall at all times remain as such in performing the services under this Contract. BUYER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that BUYER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. BUYER is not entitled to unemployment insurance benefits, and BUYER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of BUYER or COUNTY to create an agency relationship pursuant to this Agreement. Therefore, the BUYER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be

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

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and BUYER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by BUYER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by BUYER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. BUYER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

BUYER: SA Recycling, LLC
1 Hardware Lane
Mobile, AL 36611
Attn: Josh Cook

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square

Suite 12
Bay Minette, AL 36507

XVI. Services to be Rendered. BUYER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Competitive Bid #WG18-29,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

“All provision and conditions and/or specifications listed/stated in Competitive Bid #WG18-29 named, Annual Scrap Metal and White Good Recycling Services for the Baldwin County Commission.”

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

B. BUYER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract. Notwithstanding this requirement, BUYER shall closely coordinate the subject services with the COUNTY and designated personnel.

C. BUYER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to BUYER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of BUYER’s services hereunder or any defect or nonconformance in the work of BUYER.

B. The COUNTY **shall not** be responsible to pay BUYER for services rendered herein.

XVIII. Termination of Services. The COUNTY or BUYER may terminate this Contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, BUYER shall discontinue its work to the extent specified in the notice.

In the event of termination, the BUYER shall pay COUNTY for any scrap metal or white goods collected from COUNTY pursuant to this Contract prior to the date of termination.

XIX. Compensation Limited. No compensation is to be paid to the BUYER under this Contract. Any and all additional expenditures or expenses of BUYER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by BUYER or paid by COUNTY.

XX. Payment to County.

- A.** Compensation to the COUNTY for purchased Scrap Metal and White Goods transported by Buyer shall be paid at **\$120.00** per net ton.
- B.** Compensation to the COUNTY for purchased Scrap Metal and White Goods self-hauled by the County shall be paid at **\$160.00** per net ton.
- C.** Compensation to the COUNTY for purchased Heavy Scrap Metal Goods transported by Buyer shall be paid at **\$140.00** per net ton.
- D.** Compensation to the COUNTY for purchased Heavy Scrap Metal Goods self-hauled by the County shall be paid at **\$170.00** per net ton.
- E.** Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods transported by Buyer shall be paid at **\$350.00** per net ton.
- F.** Compensation to the COUNTY for purchased Sheet Aluminum Metal Goods self-hauled by the County shall be paid at **\$400.00** per net ton.

XXI. Method of Payment. BUYER shall submit settlement reports to the COUNTY of anticipated payment for purchased Scrap Metal and White Goods. BUYER will send the COUNTY a copy of BUYER's weights and grading for the purpose of verifying BUYER's settlement reports.

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

XXII. Effective and Termination Dates. This Contract shall be effective for twelve (12) months commencing on August 22, 2019, and the same shall terminate upon the expiration of twelve (12) months or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

XXIV. Indemnification. To the fullest extent allowed by law, BUYER shall indemnify, defend and hold COUNTY and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by BUYER. BUYER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this agreement.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, both of which are equally valid as an original.

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

XXVII: Insurance: Prior to performing services pursuant to this Contract, BUYER shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees

and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should BUYER fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold BUYER in material default and pursue any and all remedies available.

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

COUNTY

ATTEST:

_____/_____
CHARLES F. GRUBER /Date
Chairman

_____/_____
WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2019.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

BUYER:

SA Recycling, LLC

_____/_____
By _____/Date
Its _____

State of _____)

County of _____)

I, _____, a Notary Public in and for said County and State, hereby certify that _____, as _____ of SA Recycling, 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 Contract for Sale/Purchase of Goods, he executed the same voluntarily and with full authority on the day the same bears date for and as an act of said SA Recycling, LLC.

GIVEN under my hand and seal on this the _____ day of _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-1604, **Version:** 1

Item #: B5

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Ron Cink, Budget Director/Heather Gwynn, Sales & Use Tax Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-50 - Provision of Baldwin County Cigarette Stamps 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 Cigarette Stamps; and
- 2) Further, authorize the Chairman/Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addendums or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: This is a three-year bid. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid for the Provision of Cigarette Stamps.

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: 08/06/2019

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 #WG19-50 SPECIFICATIONS

Act No. 80-613, Acts of Alabama, as amended by Act 2000-482, Acts of Alabama, and by applicable resolution(s) of the Baldwin County Commission, levies and allocates a license tax of ten cents (\$0.10) on each package of cigarettes sold in Baldwin County, Alabama. The tax is evidenced through the use of one stamp. The Act further provides: "Each such stamp shall have inscribed thereon the words 'County of Baldwin Cigarette Tax' but said words need not be arranged in the foregoing order and may be abbreviated".

Bid #1:

Will be for orders placed during a one (1) year period starting from the bid award date. Bidders shall submit bids for a cost per case (case to be 25 rolls of 30,000 stamps) for inside delivery of Cigarette stamps per specifications and a minimum order quantity. The bidder shall also indicate the quantity (or quantities), if any, at which the bidder will provide quantity price discount(s).

Bid #2:

Will be for orders placed during a three (3) year period starting from the bid award date. Bidders shall submit bids for a cost per case (case to be 25 rolls of 30,000 stamps) for inside delivery of cigarette stamps per specifications and a minimum order quantity. The bidder shall also indicate the quantity (or quantities), if any, which the bidder will provide quantity price discount(s).

Bidders shall submit the colors that are available.

It is the County's intention to award **only one** of the two (2) bid selections.

Delivery of cigarette stamps shall be made no later than sixty (60) calendar days after receipt of an order. Inside delivery of an order shall be made by the successful bidder, at one time, to the Baldwin County Sales Tax Department, 22070 Highway 59, Robertsedale, Alabama, 36567.

CIGARETTE STAMP SPECIFICATIONS

Fuson Stamps made up of not less than five (5) impressions including safety tint lettering. Stamps shall be applied to the receiving service by machine application with heat. Each stamp shall be of irregular shape and outline and printed in a color of the bidders choice in safety tint lettering. Stamps shall measure approximately ½ inch by 5/8 inch.

The stamps shall read "**County of Baldwin Cigarette Tax**", but shall not include a monetary denomination.

The base paper for this type stamp shall contain identifiable protective features which will at once permit analysis to establish its authenticity. The base paper shall contain fibers which under ordinary daylight are not distinguishable from the remainder of the fibers in the base paper, but shall become brightly fluorescent when exposed to ultraviolet light. This fluorescence shall be a permanent effect whenever tests are made and shall not be fugitive.

The safety tint lettering for machine applied stamps will be so printed as to appear on the face of the stamps and also on the paper between the stamps.

The safety tint lettering shall transfer with the machine applied stamp, and the lettering extended beyond the edges of the stamp must also transfer with the stamp.

All spoiled sheets and seconds shall be strictly accounted for and kept under lock and key and destroyed, and an affidavit rendered to that effect by the contractor.

Stamps for mechanical application are to be furnished in rolls containing thirty thousand (30,000) stamps. Each roll is to bear ascending numbers at regular specified intervals on one side of the roll and descending numbers at regular specified intervals on the other side of the roll for accounting purposes.

Each roll is to be packed in a fiber board box, the box to be securely sealed and labeled showing quantity, denomination and roll number. Rolls are to be packed in corrugated containers, each carton to be securely sealed and labeled showing quantity, denomination and serial number of rolls contained therein.

Production Control: Bidders will designate the means by which they purpose to guard against the loss of stamps both during the process of manufacturing as well as during storage. A secure depository approved by the purchaser shall be installed or designated by the manufacturer for the storage of photographs, films, stones, cines, plates, cylinders, drawings, stamps, etc. when not in use, and in the case of finished stamps while awaiting shipment.

All work under this contract including all coatings on paper for Fuson Stamps must be performed wholly within the premises of the contractor. The contractor must possess the facilities, tools, machinery, equipment, and resources necessary to efficiently and promptly carry out the terms of the contract. No part of this contract may be sublet or performed in any other establishment. No assignment of this contract in whole or in part may be made without the consent of the purchaser.

BID #WG19-50 RESPONSE FORM

Baldwin County Cigarette Stamps

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 _____
Yes No

If yes, must attach a copy of the financing agreement and all conditions to this response form.

Financing Agency Authorized Signature _____

Bid #1

Price bid for each case (case to be 25 rolls of 30,000 stamps) of cigarette stamps delivered per Specifications: **(1-year period)**

\$ _____ Per case Minimum order Quantity _____ Cases

Quantity(s) at which a price discount will be applied _____ Cases

Price per case

Bid #2

Price bid for each case (case to be 25 rolls or 30,000 stamps) of cigarette stamps delivered per specifications: **(3-year period)**

\$ _____ Per case Minimum order Quantity _____ Cases

Quantity(s) at which a price discount will be applied _____ Cases

Price per case



Baldwin County Commission

Agenda Action Form

File #: 19-1684, **Version:** 1

Item #: B6

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Joey Nunnally, County Engineer/Matthew Brown, Brats Director/Danon Smith, EMA Planning and Grants Coordinator

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Competitive Bid #WG19-51 - Purchase and Installation of One (1) 125 kW Generator for the Baldwin Regional Area Transit System (BRATS) Building Located in Robertsedale, Alabama 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 purchase and installation of one (1) 125 kW Generator for the Baldwin County BRATS Building located in Robertsedale, Alabama and
- 2) Further, authorize the Chairman/ Purchasing Division Commissioner for the Baldwin County Commission to approve any necessary addenda or clarifications if required after the bid is advertised.

BACKGROUND INFORMATION

Previous Commission action/date:

08/21/19 meeting: Authorized the Chairman to sign a letter of Commitment to authorize \$16,328.00 as local non-federal match for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance Grant Number DR-4349-AL; and authorized the Chairman to execute a maintenance agreement accepting responsibility for routine maintenance of generator.

Background: Staff is requesting that a competitive bid be placed for the purchase and installation of one (1) 125 kW generator for the Baldwin Regional Area Transit System (BRATS) building located in Robertsedale, Alabama. The Baldwin County Emergency Management Agency (EMA) secured a Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance (HMA) Grant for the purchase and installation of a 125 kW generator for BRATS in Robertsedale. This generator will power the fuel tanks, shop and the office building to streamline operations during all power outages ensuring continued service to citizens. This generator will be funded with 75% federal funds (\$48,982.50) from the HMA grant and 25%

County funds (\$16,327.50) for a total amount of \$65,321.00. The County will provide the yearly maintenance expense on the generator. Recommend the Commission approve the specifications and authorize the Purchasing Director to place a competitive bid.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

For time-sensitive follow up, select deadline date for follow up: 08/06/2019

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 #WG19-51 SPECIFICATIONS

All workmen and equipment shall be furnished by the Contractor.

No bid may be withdrawn for a period of thirty (30) days following the bid opening unless approved by the Baldwin County Commission, Bay Minette, Alabama.

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.

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.

BID RESPONSE FORM

Each bidder shall use the Response Form provided in the bid documents. Exceptions to the bid specifications are to be attached to the back of the Response Form. The Bid Guarantee should be attached to the front of the Response Form.

BID PRICE

Bidder shall give a Lump Sum Price as indicated on the Bid Response Form. The price shall include all applicable charges, to include but not limited to on site delivery, freight, equipment materials, etc.

DELIVERY

Delivery shall be as soon as possible. Delivery time and installation shall be stated on the Bid Response Form. On-Site Delivery and installation shall be to the Baldwin County BRATS Building located at 18100 County Road 54, Robertsedale, AL 36567. **Lead time of generator shall be designated on the bid response form.** All work should be coordinated with the Baldwin County Building Maintenance Director, Junius Long at (251) 295-3133.

WARRANTY

A copy of the standard manufacture warranty shall be attached to the Bid Response Form.

BIDDER QUALIFICATIONS

The County may make such investigations as they deem necessary to determine the ability of the bidders to furnish all materials, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted, or investigation of such bidder, fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to furnish all materials contemplated therein. Conditional bids will not be accepted.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds must file with each bond a certified and effectively dated copy of their power of attorney.

PERFORMANCE/PAYMENT BOND

A performance bond in one-hundred percent (100%) of the total amount of the project will be provided prior to any work beginning. Bonds must conform with the American Institute of Architects (AIA) bond forms. Proof of bonding ability for this project must be submitted with bid. The Contractor must furnish to the County at the time of the signing of the contract a certificate of insurance coverage as provided in the specifications. **NO BID WILL BE ACCEPTED WITHOUT THE CERTIFICATION OF INSURANCE.** Bidder(s) must have Contractor's License issued by the Alabama State Licensing Board for General Contractors under the provision of Title 34, Chapter 8, Code of Alabama. Bidder(s) shall submit a copy of license. **Alabama General Contractors License Number must be listed on the outside of your bid package.**

CONTRACTORS AND SUBCONTRACTORS AND INSURANCE

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance must be 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

The 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 with limits not less than \$1,000,000.00, combined single limit, for bodily injury and property damage liability for each occurrence, plus \$500,000.00 personal and advertising injury. 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, for 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 \$500,000.00 per occurrence bodily injury and property damage, \$1,000,000.00 aggregate.

INDEMNITY AND HOLD HARMLESS PROVISION

To the fullest extent allowed by law, the Consultant shall at all times indemnify, defend and save harmless the County and its Commissioners, departments, officers and employees, against all liability, claims of liability, loss, cost or damage, including but not limited to, property damage, bodily injury, death and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever as a result the work performed by the Consultant pursuant to the Contract, and the Consultant will, at his expense, defend on behalf of the County and its Commissioners, departments, officers and employees, either or all, any suit brought against them or any of them, arising from any such cause.

SUBCONTRACTOR'S PUBLIC LIABILITY & PROPERTY DAMAGE INSURANCE

The Contractor shall require each of his Subcontractor to produce and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in the above paragraph hereof in amounts approved by the County.

Three (3) executed copies of each subsequent endorsement affecting the coverage of policies and of each cancellation shall be forwarded to the County.

SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this Contract, the Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes as required by the Associated General Contractors of America, and the requirements of OHSA (Occupational Safety and Health Act). Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

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.

FUNDING SOURCE

This project which is the subject of this invitation to bid is 75% Federal Emergency Management Agency Funds and 25% County Funding.

LEGAL COMPLIANCE

The Contractor shall at all times comply with all applicable federal, executive orders, FEMA policies, procedures, and directives, state, local and municipal laws and regulations, including but not limited to the Federal Emergency Management Agency Regulations 2 C.F.R. § 200.317-200.326 and Part 200, Appendix II, Required Contract Clauses which includes, Davis Bacon Act; Copeland "Anti-Kickback" Act; Lobbying; Equal Employment Opportunity; Clean Air Act; Drug-Free Workplace; Federal Water Pollution Control Act; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Solid Waste Disposal Act; Compliance with the Contract Work Hours and Safety Standards Act; etc. For more information about the Federal regulations visit the website <http://www.gpoaccess.gov/index.html> of Federal Regulations. Further, Contractor is referred to the statement of "Bidder Qualifications" set out above.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the contract.

LOBBYING RESTRICTIONS

Federal monies made available by the U. S. Federal Emergency Management Agency and such laws contain provisions restricting lobbying activities. None of the federal monies shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in Title 18 United States Code Section 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

ACCESS TO RECORDS

The Contractor agrees to provide Baldwin County Commission, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

DHS SEAL, LOGO, AND FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statement) applies to the contractor's actions pertaining to this contract.

CONTRACTOR CHANGES

All change orders, modifications, or construction changes to this Contract must be approved by the Baldwin County Commission prior to any work being done. Changes Orders will not exceed 10% of the original project cost.

EQUAL EMPLOYMENT OPPORTUNITY

Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix, II, C.

a. Key Definitions.

- (1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work

which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a

collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (I) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DAVIS BACON WAGE RATE REQUIREMENTS

In accordance with Davis Bacon Act (40 U.S.C. §§3141-3144 and 3146-3148) requires that all workers employed by the Contractor and subcontractors of the Contractor working upon the site of the work shall be paid wages at rates not less than those prevailing on projects of a character in the locality as

determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code and will be paid unconditionally and not less than one a week. Pursuant to 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3as may be applicable, which are incorporated by reference into this contract. The current Davis Back Wage Rate Sheet is attached.

SPECIFICATIONS FOR JOHN DEERE 125 KW DIESEL GENERATOR OR EQUAL

Unit Model: John Deere Diesel 125kW or equal
Emergency Stationary Standby Power Rating at 1800 RPM
Governor – Electronic Isochronous
EPA – Tier 3, UL 2200 Listed

Voltage: 108/120V 3 Phase 60 Hz 0.8 PF

Gen Model: Marathon 363CSL 1607 12 Lead Wired 208V 3 Phase Low Wye 130° C Rise Over 27°C Ambient

Voltage Regulator: Marathon SE350 Automatic Voltage Regulator

Control Panel: Blue Star DGC-202 Microprocessor Based Gen-Set Controller
Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Over crank
Shutdowns, Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing
Switch. Optional Features Include: Generator Protection (Under voltage, Overvoltage,
Under frequency, Over frequency, Overcurrent.

Control Panel Options: Low Water Level Sensor with Shutdown

Unit Color: White

Enclosure: Level 2 (Weather Proof Enclosure with Foam) Powder Coated 14 Gauge Steel
Rugged and Durable 150 MPH Wind Rated Enclosure
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless-Steel Component
Hinges
Additional 1.5” Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail

Sound Attenuation Foam: Sound Attenuation Installed in Enclosure.

Enclosure Options: Gravity Exhaust Louver Mounted

Cooling: Unit mounted Radiator (50°C Ambient)

Coolant Drain Extension: Plumbed to Bulkhead Fitting in Base.

Oil Drain Extension: Plumbed to Bulkhead Fitting in Base.

Mainline Breaker: 400 Amp 3 Pole 240 Volt Breaker mounted & Wired in a NEMA 1 Enclosure

Jacket Water Heater: Engine Block Heater 1500W 120VAC Rated for -20°F Heater Installed with Isolation Valves and Wired to Terminal.

Air Cleaner: Dry Single Stage

Silencer: Critical Grade Compact (CPJ) Series Silencer Mounted to Engine.

Battery: 12 Volt System with Rack and Cables.

Battery Charger: 12 Volt 6 Amp Mounted and Wired to Terminal

Fuel Tank: 72 Hour / 750 Gallon UL 142 Listed Sub-Base Fuel Tank with Stub-up Area Double Wall Construction with Secondary Containment Standard.

Includes: Supply & Return Connections, Fuel Level Gauge, Fuel Leak Switch and Fill & Vent Plumbing Add 5-gallon Spill/Fill.

Factory Test: Standard Commercial Testing Includes:

Verification of Alarm Shutdowns, Voltage Settings, Block Loading to Rated kW and PF.

Owner's Manual: Print Copy (Qty. 1) Standard

Warranty: 5 Year / 3000 Hour Limited.

Concrete pad located at the BRATs building is 53' wide x 94' long. If the pad needs to be enlarged for the new generator the County will enlarge the pad with County in house forces.

SITE VISIT

A site visit may be scheduled by contacting Junius Long, with the Baldwin County Building Maintenance Department at (251) 295-3133.

CLEANUP

Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At the time of completion, the Contractor shall remove all excess material and debris from the site and leave all surfaces free from accumulations of dirt, debris and other extraneous materials.

FINAL PAYMENT

Final payment shall be withheld until provisions of the specifications are met as stated on page 4, Title 39, Section (f) of the bid, including all necessary cleanup, and the Baldwin County Commission receives written verification of completion and intent to warranty job, by the Manufacturing Company.

BID #WG19-51 RESPONSE FORM

Purchase & Installation of One (1) 125KW Diesel Generator

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: _____

Contractor's License Number _____
(License Issued by the Alabama State Licensing Board for General Contractors)

**“ALABAMA GENERAL CONTRACTORS LICENSE NUMBER MUST BE CLEARLY
LISTED ON THE OUTSIDE OF THE VENDOR BID ENVELOPE”**

Purchase & Installation of One (1) 125 KW Diesel Generator

Model Generator: _____

Amount Bid: _____

Completion Time:_____ (include lead time of generator delivery)

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 _____, (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 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 Emergency Management Agency (FEMA) regulations in 2 CFR §200.317-200.326, and 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 #WG19-51**”, the same being expressly incorporated herein by reference, and without limitation will encompass:

“Competitive Bid #WG19-51 – Purchase and Installation of One (1) 125 Kw Diesel Generator for the Baldwin Rural Area Transit System (BRATS) Building located in Robertsdale, Alabama 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 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 \$_____. 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 twelve (12) weeks after the notice to proceed is issued or upon a written notification thereof received by either party within the required ten (10) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

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

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

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

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

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

XXVII. Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence, and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The 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.

XXVIII. This project which is the subject of this invitation to bid is 75% Federal Emergency Management Agency (FEMA) Funding and 25% County Funding.

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

COUNTY

ATTEST:

CHARLES F. GRUBER / Date
Chairman

WAYNE DYESS /Date
County Administrator

State of Alabama)

County of Baldwin)

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

Given under my hand and official seal, this the day of _____, 2019.

Notary Public
My Commission Expires

PROVIDER:

Insert Providers Name

By _____/Date
Its _____

NOTARY PAGE TO FOLLOW

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, 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 _____, 2019.

Notary Public
My Commission Expires



Baldwin County Commission

Agenda Action Form

File #: 19-1681, **Version:** 1

Item #: B7

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Architect, Todd Stewart, Adams Stewart Architects

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Final Design and Architectural Services for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse Located in Fairhope, Alabama

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the attached American Institute of Architects (AIA) Contract for the Architectural Services with Adams Stewart Architects, LLC, for the interior build-out of the second floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama in the amount of 7.2% of the project cost and authorize the Chairman to execute the Contract contingent upon legal review; and
- 2) Approve the final design of the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama and authorize the Architect, Todd Stewart, and the Purchasing Director to bid the project once the pre-qualification of contractors process is completed and approved by the Commission.

BACKGROUND INFORMATION

Previous Commission action/date:

01/15/2019 meeting: Authorized the Purchasing Director to solicit a quote for Architectural services for the design of the completion of the second floor of the Fairhope Satellite Courthouse and bring the Architect proposal back to the Commission for approval.

02/19/2019 meeting: Approved the quote from Adams Stewart Architects, LLC, in the amount of \$1,195.00 to prepare a schematic design and construction estimate for the completion of the second floor of the Fairhope Satellite Courthouse for Commission approval and authorized the Chairman to sign the attached proposal for services.

03/19/2019 meeting: Approved the final design for the completion of a portion of the second floor of the Fairhope Satellite Courthouse and authorized the Purchasing Director and Architect to solicit quotes for this Public Works project.

04/16/2019 meeting: 1) Rejected the three (3) quotes received for the interior build-out of a portion of the second floor of the Fairhope Satellite Courthouse project; and 2) Authorized the Purchasing Director and Architect to place a competitive bid for the project.

06/04/2019 meeting: Authorized the Purchasing Director to advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama.

07/16/2019 meeting: 1) Rejected all five (5) applications received due to incomplete proposals on the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama project; and 2) Authorized the Purchasing Director to re-advertise the Pre-qualification of Contractors for the Interior Build-out of the Second Floor of the Baldwin County Satellite Courthouse located in Fairhope, Alabama.

Background: The Architect, Todd Stewart, is submitting for Commission approval the final design and his AIA contract for the architectural services at 7.2% of the project cost for the interior build-out of the second floor of the Fairhope Satellite Courthouse. The estimated construction cost plus/minimum is \$1,200,000.00 with the full service architectural/engineering fees to be 7.2% or \$86,400.00. The Architect is also submitting for approval to the Commission the final design of the project.

Recommendation is to approve the AIA Contract for Architectural Services contingent upon legal review and approve the final design and authorize the Architect and Purchasing Director to bid the project once the pre-qualification of contractor's process is completed and approved by the Commission.

FINANCIAL IMPACT

Total cost of recommendation: Fees 7.2% of project cost estimated \$86,400.00

Budget line item(s) to be used: 51994.5500.001

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?
AIA Contract

Reviewed/approved by: David Conner

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: 08/06/2019

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 Architect

Additional instructions/notes: N/A

A1.0

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of July in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Baldwin County Commission, Other
312 Courthouse Sq. Suite 15
Bay Minette, AL 36507
Telephone Number: 251-580-2520
Fax Number: 251-580-2536

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Adams Stewart Architects, Ilc, Limited Liability Company
PO Box 529
22615 Highway 59 South
Robertsdale, AL 36567
Telephone Number: 251-947-3864
Fax Number: 251-947-3138

for the following Project:
(Name, location and detailed description)

Fairhope Satellite Courthouse, Second Floor Build-out
1100 Fairhope Avenue
Fairhope, AL 36532
Build-out of existing second floor space consisting of +/- 14,000 sf.

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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7	COPYRIGHTS AND LICENSES
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9	TERMINATION OR SUSPENSION
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Program will be developed with the Owner through the Schematic Design Phase. In general, the work includes the interior construction of +/-14,000 sf of interior space to include new commission chambers and general office space for support staff/county personnel.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

One Million, Two Hundred Thousand Dollars and 00/100 (\$1,200,000.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

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User Notes:

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- .1 Design phase milestone dates, if any:

July, 2019

- .2 Construction commencement date:

August/September 2019

- .3 Substantial Completion date or dates:

February 2020

- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Wanda Gautney
Purchasing Director
251-580-2520

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

Wanda Gautney, Purchasing Director, Baldwin County

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

N/A

Init.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Todd Stewart
PO Box 529
22615 Highway 59 South
Robertsdale, AL 36567
Telephone Number: 251-947-3864
Fax Number: 251-947-3138
Mobile Number: 251-490-9032
Email Address: tstewart@adamsstewart.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Barton and Schumer
Russell Barton

.2 Mechanical Engineer:

Stewart Engineering
Wade Stewart

.3 Electrical Engineer:

Stewart Engineering
Wade Stewart

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than 2 Million (\$ 2,000,000.00) for each occurrence and 4 Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ —) ~~(included as part of GL)~~ per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

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User Notes:

(1466969939)

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than 1 Million (\$ 1,000,000.00) per claim and 2 Million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

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§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

Init.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Init.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

Init.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	<u>Owner</u>

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- ~~.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;~~
- ~~.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.7 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- ~~.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;~~
- ~~.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~

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- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Four (4) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

1.5 Times the amount prior to termination then due.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

§ 9.10. In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination then due

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for ~~Construction~~. Construction as amended. In the event of any inconsistency, ambiguity or discrepancy in the Contract Documents between or among the Contract Documents, then the following shall be the order of precedence. 1. The Addenda, Amendments or Modifications to the Contract Documents. (2) the Contract Documents. If the Conflict is between the drawings and the specifications, then the greater quantity or better quality shall be provided

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, ~~assigns, and legal representatives and assigns.~~ to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

Init.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

(~~Seven and two tenths (7.2)~~ % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly as per attached Exhibit (Hourly Rate Schedule)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Fifty</u>	percent (<u>50</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

Init.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

As per attached Exhibit (Hourly Rate Schedule)

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

~~§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:~~

~~*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*~~

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying~~

Init.

~~Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.~~

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

.5 Monthly % Five Tenths Percent Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

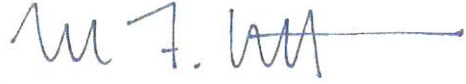
Exhibit A Hourly Rate Schedule

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User Notes:

(1466969939)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Charles F. Gruber, Chairman, Baldwin County
Commission

(Printed name and title)

ARCHITECT (Signature)

Todd Stewart, Member

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1466969939)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Todd F Stewqart, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 14:55:29 ET on 07/12/2019 under Order No. 1238215381 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Member

(Title)

July 12, 2019

(Dated)

Architecture, Planning
Interiors, Construction Administration

P.O. Box 529
Robertsdale, Alabama 36567

Telephone 251.947.3864
Fax 251.947.3138

ADAMS STEWART **ARCHITECTS, LLC**

Adams Stewart Architects, LLC **2019 - Hourly Rate Schedule**

The following rate schedule shall apply to hourly work performed during conceptual design, grant application assistance and/or schematic design.

Adams Stewart Architects, llc

Principal Architect	\$165.00/hr
Project Architect	\$130.00/hr
Project Manager	\$120.00/hr
Intern Architect	\$90.00/hr
Draftsman/Technician	\$80.00/hr
Interior Designer	\$100.00/hr
Rendering Artist	\$90.00/hr
Administrative Assistant	\$50.00/hr

Please note that these rates exclude reimbursable expenses that may be incurred. Normal reimbursable expenses are further described in the Owner Architect Agreement (AIA B151) but in general, these items include; Travel Expenses, Printing Cost, Postage, etc.



Baldwin County Commission

Agenda Action Form

File #: 19-1619, **Version:** 1

Item #: B8

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Teddy Faust, Revenue Commissioner

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Lease of One (1) Postage Machine/Letter Opener for the Baldwin County Revenue Commission Office

STAFF RECOMMENDATION

Authorize the Chairmen to execute the lease agreement with Neopost USA Inc. (Accurate Control of Fairhope) for the lease of one (1) postage machine/letter opener off the State of Alabama bid for thirty-six (36) months effective upon full execution of agreement as follows:

Revenue Commission Office - Bay Minette, Alabama

Neopost IN750 IN Series 750 Base w/Mixed Size Feeder, sealer and drop tray

INDS7 Dynamic Weighing Platform for IN Series 700/750 Bases

INWP10 IN Series 10 lb Weighing Platform

WP10STDN Scale Stand for ISWP10 & INWP10

DT-ECERT e-Certify Configuration Fee

DT-ECERT1KAS e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year)

Neopost IM16 Letter Opener

Full Coverage Maintenance Contract:

\$1,597.77 per quarter - total per year \$6,391.08

#10 Double Window Certified/Return Receipt Envelopes \$56.00/boxes/freight x 2 boxes = \$137.00 per year

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The lease agreement with Accurate Control (Neopost) of Fairhope for the rental of the Postage Machine and Letter Opener for the Revenue Commission expires in July 2019. Neopost is pulling the old machines and replacing them with new machines off the State of Alabama bid. The new mail machine/letter opener will handle the large volume of mail that is generated each day by the Revenue Commission Office. The machine rental is for thirty-six (36) months in the amount of \$1,597.77 per quarter for a total of \$6,368.52 per year plus \$137.00 per year for the Certified/Return Receipt Envelopes. Purchasing the Certified/Return Receipt Envelopes will give the Revenue

Department staff proof of mailing and delivery by viewing an account that will be set up by the US Postal Service. This will eliminate staff from having to fill out the green certified/return receipt slips and waiting for them to be returned from the Post Office. There will be no charge for any certified letters under 2000 per year.

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?

Standard State of Alabama Bid Agreement

Reviewed/approved by: David Conner

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: 08/06/2019

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

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

Additional instructions/notes: N/A

Section (A) Office Information

Office Number	Office Name	Phone #	Date
601	Accurate Control Equipment Inc.	(251) 928-4976	07/01/2019

Section (B) Billing Information

Company Name	Baldwin County Commission		
DBA			
Billing Address	312 Courthouse Square Ste 11		
City State Zip+4	Bay Minette	AL	36507
Contact Name	Finance Accounts Payable	Phone	(251) 937-9561
Contact Title		Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	Baldwin County Revenue Commission		
Installation Address	1705 S US Highway 31		
City State Zip+4	Bay Minette	AL	36507
Contact Name	Teddy Faust	Phone	(251) 937-0245
Contact Title	Revenue Commissioner	Fax	
Email Address	tfaust@baldwincountyal.gov		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN750	IN Series 750 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INWP10	IN Series 10 lb Weighing Platform
1	WP10STDN	Scale Stand for ISWP10 & INWP10
1	DT-ECERT	e-Certify Configuration Fee
1	DT-ECERT1KAS	e-Certify Subscription - Level 2 (up to 1,000 e-Certs per year).
1	IM16	Letter Opener

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears	Number of Months First 36	Monthly Payment (Plus applicable taxes) \$532.59
	Current Lease Number: [REDACTED]	
	<input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN750AI	Machine Model	IN750
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input checked="" type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: [REDACTED]	
Agency Code [REDACTED] Sub Agency Code [REDACTED]			

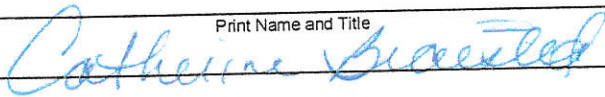
Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input type="checkbox"/> NeoShip PLUS (EP70PLUS) <input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version 16.pdf, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
	Catherine Braxton	7/31/19
Accepted by Neopost USA and its Affiliates		Date Accepted

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. ("MailFinance"), Neopost USA Inc. ("Neopost USA") and Baldwin County Revenue Commission ("Customer") with reference to the following:

A. MailFinance and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which MailFinance will lease products to Customer.

B. Concurrently herewith, Neopost USA and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Neopost USA will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	\$ 0.38
501-1,000	\$ 0.36
1,001-2,000	\$ 0.35
2,001-4,000	\$ 0.26
4,001-8,000	\$ 0.25
8,001-12,000	\$ 0.24
12,001-16,000	\$ 0.22
16,001-32,000	\$ 0.21
32,001-64,000	\$ 0.20
64,001-96,000	\$ 0.19
96,001-128,000	\$ 0.17
128,001-256,000	\$ 0.16
256,001-384,000	\$ 0.14
384,001 and above	\$ 0.12

* Volume bands renew annually

The Lease, Rental Agreement, neoFunds/TotalFunds Agreement, Maintenance Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer:

MailFinance Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Neopost USA Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Mail Solutions LLC
204 Rolling Hill Dr.
Daphne AL 36527
251-232-9478

July 1, 2019

Teddy Faust
Baldwin County Revenue Commission
1705 S US Highway 31
Bay Minette AL 36507

Certified / Return Receipt Envelope Proposal

2 Boxes DWE-CERT-10 #10 Double Window Certified Return Receipt Envelopes

- 2 Boxes - 500 envelopes per box (total 1000 envelopes) - \$ 112.00
- Shipping Charge \$ 25.00

Ordering Information:

Please address PO's to:

Mail Solutions LLC
204 Rolling Hill Dr.
Daphne AL 36526
251-232-9478
mailsolutions12@gmail.com

Contact – Randall Staab or Chris Hughes



Baldwin County Commission

Agenda Action Form

File #: 19-1612, **Version:** 1

Item #: B9

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wanda Gautney, Purchasing Director/Sheriff Hoss Mack/Chief Anthony Lowery/Connie Dudgeon, Finance Director Sheriff's Department

Submitted by: Wanda Gautney, Purchasing Director

ITEM TITLE

Request for Proposals (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility

STAFF RECOMMENDATION

Authorize the Purchasing Director to solicit a Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff is requesting that the Commission approve the Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility. The current Contract for the services will expire on September 30, 2019.

Recommend the Commission authorize the Purchasing Director to place a Request for Proposal (RFP) for Inmate and Juvenile Medical Services Program for the Baldwin County Corrections Center and Juvenile Detention Facility.

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: 08/06/2019

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 RFP

Additional instructions/notes: N/A

REQUEST FOR PROPOSALS INMATE MEDICAL SERVICES PROGRAM FOR THE BALDWIN COUNTY CORRECTIONS CENTER AND JUVENILE DETENTION CENTER

Invitation

The Baldwin County Commission (sometimes referred to herein as the “Agency”) will be accepting Request for Proposals for Inmate Medical Services for the Baldwin County Corrections Center (sometimes referred to herein as the “Corrections Center” or the “Detention Facility”) and the Juvenile Detention Center (sometimes referred to herein as the “JDC”).

Submission Procedures, Requirements

One (1) original and four (4) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Tuesday, September 10, 2019.** All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Manager
312 Courthouse Square, Suite 15 (mailing address)
257 Hand Avenue (physical address)
Bay Minette, Alabama 36507
Phone: (251) 580-2520

Inquiries and Questions

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Manager, at wgautney@baldwincountyal.gov no later than **2:00 P.M., Central Standard Time, on Wednesday, August 28, 2019.** All inquiries or questions should be consolidated by each vendor and emailed prior to the August 28, 2019, deadline. All questions that are submitted will be answered and given to the all vendors attending the mandatory Pre-Proposal Meeting on September 4, 2019.

Pre-Proposal Conference

A **mandatory Pre-Proposal Conference** will be held at the Baldwin County Commission Chambers located at 312 Courthouse Square, Bay Minette, Alabama on **Wednesday, September 4, 2019, at 2:00 P.M. (Central Standard Time.)** The conference will include a thorough discussion of Request for Proposal specifications and **Medical Vendor** questions. To promote complete understanding of the conditions, operation, location, requirements, and space availability, a tour of the facility will be conducted at the pre-proposal conference. **ALL INTERESTED VENDORS MUST ATTEND.** Vendors **will not be allowed** to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

Prime Contractor Responsibility

Medical Contractor will assume responsibility for delivery of services and application performance,

regardless whether or not the **Medical Contractor** subcontracts any of these items and services. The **Medical Contractor** will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Medical Contractor will be totally responsible for all obligations outlined under this RFP.

Service Provider Qualifications

All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov.

All proposers must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Proposer's Registration Number shall be provided on the Proposal Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division. LINK: www.sos.alabama.gov/business-entities

Facility and Population

The Baldwin County Corrections Center is a 654-bed facility located in Bay Minette, Alabama, the county seat of Baldwin County. The original facility was constructed in 1964, since then there has been expansions that have taken place in 1985, 1992 and 1996. The facility houses pre-trial inmates, federal inmates, convicted county inmates and work release inmates. We also contract as a holding facility for one local municipality and as a secondary holding facility for two other municipalities.

Our medical includes three observation rooms which is included in the total bed count. The Baldwin County Corrections Center intake area includes a medical post to accessed arrestees. Inmates are accessed/screened by docket staff using a medical questionnaire on arrival. The arrestees are referred to medical upon booking unless the pre-booking population prevents the initial assessment at the time of booking. Any inmates not accessed/ screened in docket, medical will meet with the inmates within 72 hours of their arrest once they are processed into the jail population.

The medical services proposed will apply to inmates that are housed in the Corrections Center and included in the base population. The base population for proposal purposes shall be 622.

I. Purpose

The primary objective of the Inmate Medical Services contract is to provide cost effective medically necessary services and maintain a level of quality in accordance with standards established by the National Commission on Correctional Health Care (NCCHC), the American Correctional Association

(ACA). National Institute for Jail Operations (NIJO)

The Agency is soliciting proposals to provide the comprehensive inmate medical services outlined in Section IV Scope of Services. Descriptions of these services included in this Request for Proposal are guidelines based upon national accreditation standards. **Medical Contractors** are encouraged to describe their approach to meeting each requirement based upon their understanding of ACA, NCCHC, and NIJO accreditation requirements. The Agency seeks creative responses. **Medical Contractors** are invited to submit variations from the specific requirements provided the level and quality of services are maintained. Such variations should be described as enhancements in the narrative response. Any variation or enhancements that require modification of general terms and conditions or additions to the base price proposed must be noted in Volume II, Business Proposal according to instructions in Section VIII Contract Price.

Specific objectives for the Inmate Medical Services contract include the following:

1. To design, establish and maximize the use of an on-site Medical Services program to meet the medical needs of inmates (e.g., initial physical assessments, ongoing evaluation and treatment of minor medical conditions, reduction of offsite trips, and stabilization of urgent and emergency medical conditions);
2. To design and establish an on-site Dental Services program to meet the basic dental needs of inmates (e.g., initial assessment, extractions, examinations, and emergency treatment);
3. To establish an on-site Mental Health care system to meet the needs of the inmates; and
4. To establish an off-site Provider Network of hospitals, physicians, and other ancillary medical providers to provide medically necessary services to inmates when those services cannot be delivered at the Detention Facility.

The successful bidder will negotiate in good faith with the Agency to formalize a contract for the inmate medical services.

II. Scope of Services

A. Onsite Inmate Medical Services

The **Medical Contractor** will deliver cost effective care for inmates at the Detention Facility.

1. Intake Screening

A licensed or appropriately trained health care professional will perform an intake screening on incoming inmates upon admission to the Detention Facility. Individuals brought into the Detention Facility to be placed in custody must be medically cleared prior to booking. The screening will identify those individuals with medical conditions, dental needs, mental disorders, inmates in need of segregation or close supervision, and those with suicidal tendencies. Inmates will be booked and admitted into the Detention Facility 24 hours a day, seven days a week.

- a. The **Medical Contractor** will implement a policy and procedure and forms to ensure compliance with accreditation standards. Proposals will include a plan for completing the screening examinations. Attach a copy of the **Medical Contractor's** screening policy and

form.

- b. When clinically indicated, there is an immediate referral to an appropriate health care service.
- c. Notation of the disposition of the inmate, such as immediate referral to an appropriate health care service, approval for placement in the general inmate population with later referral to an appropriate health care service, or approval for placement in the general inmate population.
- d. Immediate needs are identified and addressed, and potentially infectious inmates are isolated.
- e. Screening for tuberculosis disease is completed.
- f. The **Medical Contractor** shall work in conjunction with the Detention Facility's classification staff to provide for appropriate inmate placement, such as the following:
 - (1) Placement in the general inmate population;
 - (2) Placement in the general inmate population and referral to the appropriate health care service at the Detention Facility;
 - (3) Immediate referral to a physician or physician's assistant when indicated; and
 - (4) Referral to an appropriate off-site preferred provider/facility for emergency treatment.

Detention Facility staff will be notified if an inmate refuses any aspect of the intake screening and the inmate will be recommended for placement in special confinement and segregated from the general population.

2. Transfer Screening (for facilities with contracted beds to other correctional agencies)

A transfer screening will be performed by qualified health care professionals on all transfers within 12 hours of arrival to ensure continuity of care. Notification provided by Detention Facility administration to the **Medical Contractor** prior to arrival of transfers will facilitate completion in a timely manner.

3. Health Assessment

Medical Contractor will establish policies and procedures for inmate health assessments, which shall be subject to review and comment by the Sheriff or designee.

A licensed physician, mid-level provider or an appropriately trained registered nurse will complete health assessments within fourteen (14) days of the inmate booking and physical placement into the Detention Facility.

- a. The health assessment should be comprehensive, meeting accreditation standards. The **Medical Contractor** will outline a plan for completing assessments and attach a proposed policy and assessment form.
- b. The health assessment process will also include a tuberculin PPD skin test if not previously completed.

4. Inmate Requests for Health Care Services

The **Medical Contractor** will establish policies and procedures for handling and responding to inmate requests for health care services. **Medical Contractor** policies and procedures shall be subject to review and comment by the Sheriff or designee.

Inmates will have the opportunity to request health care services daily. Inmates may request services orally or in writing. Health care personnel will review the requests and determine the appropriate course of action to be taken to include immediate intervention or scheduling for nursing sick call or a provider evaluation.

5. Assessment Protocols

The **Medical Contractor** will establish assessment protocols to facilitate the sick call process. The assessment protocols will be appropriate for the level of skill and preparation of the nursing personnel who will carry them out. The assessment protocols will be in compliance with relevant state professional standards or nurse practice acts and will be approved by the health authority.

6. Segregation Rounds

Qualified health personnel will perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate's health status and to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained, and all clinical encounters will be noted in the inmate's health record.

7. Women's Preventive Health Care

The **Medical Contractor** will be responsible for the provision of medically necessary health services to the female inmate population to include, at a minimum, the following:

- a. Sexually transmitted disease screening for syphilis, gonorrhea, and chlamydia;
- b. Annual pap smear testing as if needed.
- c. Mammograms, as determined necessary by age, medical history or examination.

The **Medical Contractor** will establish policies and procedures specific to the health care of pregnant inmates, which will include, at a minimum, the following:

- a. Pre-natal care, including regular monitoring by an obstetrician;
- b. Provision of appropriate vitamins and dietary needs; and
- c. Identification and management of high-risk pregnancies, including appropriate referrals.

The **Medical Contractor** will not be responsible for fetus care or care after birth to the baby. However, an after-care plan will be developed for the mother prior to delivery.

8. Infirmary Care

Infirmary care will be provided to meet the needs of the inmate population. The current infirmary is a medical observation. It is located inside of the facility and consists of 3 beds. There are 3 negative air pressure rooms.

9. Infectious Disease

The **Medical Contractor** shall establish policy and procedures for the care and handling of inmates diagnosed with infectious disease, chronic illnesses and other special health care needs.

The **Medical Contractor** will provide an infection control program that focuses on surveillance, prevention, treatment and reporting. In addition to procedures generic to "infectious diseases," disease specific programs will be established to include:

- a. **Tuberculosis** – The **Medical Contractor** will develop a TB surveillance, treatment and monitoring program consistent with community standards.

If an inmate tests positive for a PPD test, the inmate shall be scheduled for and receive a chest x-ray, with appropriate follow-up and care, including isolation, if required.

- b. **HIV/AIDS** – HIV testing and counseling will be done on a confidential basis to inmates after being incarcerated for 72 hours.

A physician will evaluate inmates identified as having HIV disease. HIV inmates will have access to infectious disease specialists and HIV medications as determined medically necessary.

A committee (quality improvement) is responsible for the infectious control program (positive PPD, TB, hepatitis, etc.) in accordance with the standards established by the National Commission on Correctional Health Care (NCCCHC), the American Correctional Association (ACA) and National Institute for Jail Operations (NIJO).

10. Chronic Illness and Special Needs

The **Medical Contractor** will establish a plan for the identification, treatment and monitoring of inmates with chronic illnesses and special health care needs. Upon identification of an inmate with a special health care need, the inmate will be referred to the contractor's Health Care Provider. The Health Care Provider will establish a special needs treatment plan to guide the care of inmates with special needs.

11. Onsite Specialty Services

The **Medical Contractor** will provide onsite specialty clinics, if deemed necessary, whenever feasible to reduce the volume and duration of offsite services.

12. Emergency Services

The **Medical Contractor** will establish policies and procedures to address emergency situations. The emergency policies will provide for immediate response by the health staff to

stabilize the inmate. Emergency services to include first aid and cardiopulmonary resuscitation services will be provided on-site.

The **Medical Contractor** will establish and maintain contracts with area providers for emergency services to include transportation to an off-site emergency department.

The **Medical Contractor** will report emergency transfers to the Sheriff and/or his/her designee. The report should indicate, at a minimum:

- Inmate name and identification number;
- The date and time the emergency service was requested;
- The date and time the emergency service was initiated;
- The nature of the emergency;
- The date and time the inmate left the facility; and
- The current and final disposition.

13. Emergency Response Plan

The **Medical Contractor** will establish policies and procedures to address the health aspects of the emergency response plan. The related policies and procedures will be approved by the Sheriff or designee and include:

- Responsibilities of health staff;
- Procedures for triage;
- Predetermination of the site for care;
- Telephone numbers and procedures for calling health staff and the community emergency response system (e.g., hospitals, ambulances);
- Procedures for evacuating patients;
- Alternate backups for each of the plan's elements;
- Respond to all codes called in the facility; and
- Provide 24-hour coverage during any disaster situation

The health aspects of the emergency plan will be tested or drilled, as required by NCCHC, ACA, or NIJO standards. These drills will be observed and critiqued in a written report.

14. Medication Management

The **Medical Contractor** will provide a pharmaceutical program in accordance with federal, state, and local laws to meet the needs of the inmate population. Medications shall be administered to inmates as prescribed. Appropriately trained health care personnel will administer medications and the administration of each dose will be documented. The program will also include guidelines for administering medications to those inmates scheduled to be temporarily out of the Detention Facility (e.g., for court appearances). The **Medical Contractor's** pharmaceutical program will address, at a minimum, the following:

- a. Medication ordering process.
- b. Medication administration systems to include Direct Observed Therapy (DOT) and Keep-on-Person (KOP) programs for inhalers and other medication approved by Sheriff or

designee.

- c. Routine/non-urgent medication shall be administered within 24 hours of physician's order with urgent medication provided as required and ordered by physician.
- d. Documentation of inmate education addressing potential medication side effects.
- e. Documentation of medication administration to inmates utilizing the medication administration record.
- f. Documentation of an inmate's refusal to take the prescribed medication.
- g. Requirements for physician evaluations prior to the renewal of medication orders to include psychotropic medications. The re-evaluation will be documented in the inmate's health record.

Medications will be maintained under proper conditions and in a secure area. A log indicating the use of stock medications will be maintained. The **Medical Contractor** shall provide policies and procedures for the removal and disposal of any and all outdated, unneeded, or surplus medications without jeopardizing the security of the center.

15. Laboratory Services

The **Medical Contractor** will ensure the availability of laboratory studies as determined necessary. Routine and Stat laboratory specimens will be processed, and written reports will be provided in a timely manner. A **Medical Contractor** will review test results with abnormal findings.

The **Medical Contractor** will provide equipment and supplies to perform on-site laboratory testing as required by NCCHC, ACA, NIJO standards.

16. Radiological Services

The **Medical Contractor** will ensure access to radiological studies as determined necessary. Routine and Stat radiology services will be processed, and written reports will be provided in a timely manner. A board certified or board eligible radiologist will interpret test results.

17. Mental Health Services

The **Medical Contractor** is responsible for providing inmates with necessary mental health services. The mental health program shall include screening, referral, diagnosis and treatment of mental health conditions. Qualified Mental Health Professionals or Mental Health staff will conduct an initial mental health screening within fourteen (14) days of admission. Inmates with positive screens will be referred to the Qualified Mental Health Professional for further evaluation within seven (7) days of referral.

A licensed psychiatrist will be on-call 24 hours per day, seven days per week. At a minimum, a licensed mental health professional shall provide on-site assessments of inmates with clinical symptoms on a weekly basis.

Health care staff will be trained on the identification and treatment of inmates who are at risk

for suicidal and/or homicidal acts. Detailed policies and procedures will be in place for both the on-site treatment of such inmates and for referrals to the mental health preferred provider when medically necessary for continued treatment.

18. Health Records Management

The **Medical Contractor** will establish policies and procedures addressing the health record format and documentation requirements. The **Medical Contractor** will ensure that health records are maintained in a standardized format in accordance with prevailing medical regulations for confidentiality, retention, and access. A problem-oriented health record format will be utilized.

A health record will be established for each inmate who receives care beyond the initial intake screening.

The **Medical Contractor** will be responsible during the term of the contract for the storage and retention of health records in compliance with mandated statutes of the State of Alabama.

The proposal will include a provision for a full-service electronic medical record (EMR) designed specifically for corrections. Such EMR cannot be a proprietary system owned or otherwise controlled by the vendor and must be HIPAA compliant and capable of interfacing with the County's Jail Management System, Commissary provider and current EMR software.

19. Nutritional Services

The **Medical Contractor** will be responsible for cooperating with the established food service program to ensure the provision of medically necessary diets. The following diets may be ordered from food service: (The following list should be changed to reflect the special medical diets available at the Detention Facility.) Any claims to food allergies will be verified before a special diet is order. The Doctor/Physician must order the special diet and it be approved by the Sheriff or his/her designee.

- Mechanical soft
- Low sodium
- ADA Diabetic
- Full liquid
- Clear liquid
- Pregnancy Diet

20. Inmate Complaint/Grievance Procedure

The **Medical Contractor** will establish policies and procedures that address the handling of inmate complaints related to health services to include a process for appeals.

The **Medical Contractor** will be given access to the Detention Facility Grievance Software which will be used to answer grievances and for tracking of complaints from receipt to resolution. The **Medical Contractor** shall initiate its response to grievances within 72 hours of receipt.

The **Medical Contractor** will generate and provide to the Sheriff or designee a monthly report of complaints received. The reports should include, at a minimum, inmate name and identification number, date the complaint was received, complaint description, date of

response, and a brief description of the resolution.

21. Inmate Co-Payment Processing Procedures

The **Medical Contractor** will participate and track the inmate co-pay program. The inmate fees collected will be for the use of the Detention Facility not the **Medical Contractor**. The **Medical Contractor** will not collect or handle any inmate funds.

22. Dental Care

Dental care will be provided under the direction and supervision of a licensed dentist.

The **Medical Contractor** will provide dental treatment based on a list of dental priorities and not limited to extractions, when the health of the inmate would otherwise be adversely affected as determined by the dentist.

The **Medical Contractor** will provide inmates with an oral screening by dentist-trained staff within thirty (30) days of admission, to include dental education and oral hygiene instruction. A dentist will perform an oral examination within one (1) year of admission.

The dental clinic will be staffed and operated on a set schedule and for a sufficient number of hours as indicated in the staffing plan included in this document. The **Medical Contractor** should specify the number of hours in the response to this proposal if different from the staffing plan.

23. Orthoses, Prostheses and Other Aids to Impairment

The **Medical Contractor** will provide medical and dental orthoses or prostheses and other aids to impairment when the health of the inmate would be adversely affected, as determined by the **Medical Contractor** Medical Director. All costs associated with the provision of these will be included in the annual aggregate cap.

24. Discharge Planning

The **Medical Contractor** will provide discharge planning services that include the arrangement for a three (3) day supply of current medications when advance notice will allow. Patients receiving psychotropic or HIV medications will be issued up to a 30-day supply. A Discharge Planning program shall be implemented for patients with chronic medical or mental health diagnoses, which will include arrangements with or referrals to community providers. Whenever possible, advance notification will be provided by the facility to assure compliance.

25. Quality Improvement

The **Medical Contractor** will implement a continuous quality improvement (CQI) program. The CQI program will be utilized to evaluate the health care program on a continual basis for quality, appropriateness, and continuity of care. A CQI committee shall be formed by the health authority. The committee will be responsible for implementation of the CQI program and will meet at least quarterly. Written records will be kept of all CQI activities.

The **Medical Contractor** shall actively seek out opportunities for program improvement

based on CQI outcomes.

26. Onsite Services for Detention Facility Staff

The **Medical Contractor** will provide the following medical services for Detention Facility Staff:

- Annual tuberculin skin testing and referral as appropriate; and
- Emergency intervention for on-site injuries.

The **Medical Contractor** will not be responsible for the provision of routine health services to Correctional Facility staff. However, health staff will provide on-site emergency intervention for staff, inmates, and visitors when necessary.

B. Offsite Medical Services

The Medical Contractor will deliver comprehensive medical services including medical specialty consultations, outpatient treatment, and hospitalization by coordinating care with community based medical providers and hospitals.

1. Provider Network

The **Medical Contractor** will develop an offsite Provider Network, local when possible, to provide medically necessary services, which cannot be reasonably provided at the Detention Facility. At a minimum, the following providers are essential to ensuring comprehensive health care:

- a. A general hospital facility to provide treatment for those inmates requiring inpatient hospitalization, emergency department services, mental health care, and outpatient (diagnostic and treatment) services.
- b. A tertiary care hospital facility for treatment of those inmates requiring specialty hospital services not typically provided by community general hospitals.
- c. Individual practitioners and/or group specialty physician practices to provide specialty consultations in a wide range of medical specialties to ensure access to medically necessary services
- d. Community health and mental health providers to promote continuity of care and consistency with community standards of care.

2. Provider Agreements

To the extent possible, the **Medical Contractor** will secure written agreements with medical and health service providers. Evidence that the **Medical Contractor** has the capacity to develop networks including descriptions of existing networks and letters from providers may be included with proposals.

3. Coordination of Services

The **Medical Contractor** will establish policies and procedures for referring inmates to specialty care providers when determined necessary by the **Medical Contractor's** Health

Care Provider.

- a. The **Medical Contractor** will coordinate arrangements for off-site care with the appropriate Detention Facility staff for the transportation of inmates.
- b. The **Medical Provider** shall generate and complete an appropriate Request for Consultation form for inmates who require specialty care services. This completed form will accompany the inmate during transport from the Detention Facility to a provider for treatment.
- c. The **Medical Contractor's** Provider is responsible for supplying the Offsite Provider with necessary medical information, as well as any relevant health plan and payer information collected about the inmate.
- d. Each off-site referral will result in a legible consultation/treatment report from the Offsite Provider to be filed in the inmate's medical record. The **Medical Contractor's** Provider will review the consultant report. This legible report will contain:
 - Reason for consult;
 - Appropriate exam/lab findings;
 - Diagnosis;
 - Treatment plan(s); and
 - Follow-up appointment (if necessary).
- e. Recommendations involving any special procedures or non-routine follow-up will be communicated between the Provider and the appropriate on-site Health Care Provider.

4. Utilization Management

- a. The **Medical Contractor** will be responsible for determining the medical necessity of off-site medical services
- b. The **Medical Contractor** will establish a utilization management program for the review and analysis of off-site referrals to preferred providers, including sub-specialty and inpatient stays. The program will include non-urgent hospitalization pre-certification, concurrent hospitalization review, discharge planning, and prior authorization of targeted procedures. The utilization management program will demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

5. Offsite Statistical Reports

The **Medical Contractor** will generate and provide the Sheriff or designee a monthly report of specialty care referrals. The report should indicate, at a minimum:

- Date and time the initial medical and/or after-hours medical request were received;
- Inmate name and identification number;

- Date and time of examination by a physician;
- Date and time the referral was made; and
- Current and final disposition.

III. Staffing and Human Resources

A. Staff and Schedule

The **Medical Contractor** will provide sufficient staff, schedules and human resources support to maintain stable and productive staffing and management onsite to provide the specified inmate medical services while meeting national standards.

The **Medical Contractor** will propose sufficient staff in a Staffing Plan including at least the positions and shift assignments shown on the minimum staffing schedule included in this Request for Proposal.

Modifications to the minimum staffing level will be considered. The **Medical Contractor** will include a rationale for the proposed staffing for each position for which there is a difference. The rationale will include an explanation of the cost/benefit of the staffing proposal. To facilitate comparison of proposals, the **Medical Contractor** will provide a price for the minimum staffing and the proposal price for the recommended staffing.

The Staffing Plan and schedule will ensure that the following conditions are met:

1. A physician is on-call 24 hours per day, seven days per week.
2. Hours worked by health personnel shall be spent on-site at the Detention Facility, except as otherwise authorized by the Detention Facility.
3. Contractual employees shall be required to comply with sign-in and sign-out procedures as set forth by the Detention Facility as well as requirements to wear an identification badge at all times at the facility.
4. Records of hours worked, and the staff schedule will be available, upon request, to the Facility Administrator for review.

B. Recruitment

The **Medical Contractor** will demonstrate that it has proven recruitment capabilities for necessary medical personnel.

1. Recruitment Resources and Plan

The **Medical Contractor** will describe its resources and approach to recruiting for all staff.

2. Onsite Medical Leadership and Management

The **Medical Contractor** will demonstrate ability to provide experienced and qualified leadership in key onsite positions by defining required experience, describing performance in similar facilities, and outlining plans to maintain leadership in place continuously. Key positions, for this proposal are listed below:

- a. Health Systems Administrator
- b. Medical Director / Onsite Primary Care Physician
- c. Director of Nurses / Charge Nurse
- d. Director of Mental Health Services

C. Hiring and Credentials

The **Medical Contractor** will employ only licensed and qualified staff with all contracted Health Care Providers meeting licensure or certification requirements in their health care professions. The **Medical Contractor** will:

1. Require candidates to visit the Detention Facility for an interview or to visit the facility prior to offering the selected candidate a position.
2. Interview staff candidates with special focus on technical expertise, employment history, and motivation.
3. Provide current medical staff an opportunity to apply for continued employment under the new contract.
4. Complete a credentialing process, consistent with community standards for each licensed health care professional. A copy of the application, credentialing verification documents, complete work history, license, and degree will be maintained on file. The Correctional Facility Administrator will have access to this information upon request.
5. Require personnel to pass a background investigation conducted by and at the expense of the Agency as a requisite for initial and/or continued employment. Rejection of any job applicant by the Detention Facility will be final. Background investigations will be completed within a reasonable timeframe.
6. Ensure that medical personnel will comply with current and future county, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and the policies and procedures of the Detention Facility.
7. Ensure that health care personnel are trained and certified in Basic Life Support-Cardiopulmonary Resuscitation (BLS-CPR) with re-certification provided as required by the regulatory body.

D. New Employee Orientation

The **Medical Contractor** is responsible for ensuring that new health care employees are provided with an orientation addressing the policies, procedures and practices of the on-site health care program. Orientation regarding other facility operations will be the responsibility of the Detention Facility.

E. Ongoing In-Service Training

The **Medical Contractor** will provide annual in-service training for qualified health services personnel as required by NCCHC and ACA standards. In-service training hours and subject matter will be consistent with accreditation requirements.

F. Position Descriptions

The **Medical Contractor** will provide a written position description for each member of the health care staff. The job description will delineate the employee assigned responsibilities and will meet requirements of the American Disabilities Act.

G. Performance Appraisals

The **Medical Contractor** will monitor the performance of health care staff to ensure adequate job performance, in accordance with position descriptions. Contracted management staff shall properly complete employee evaluations for those employees under their direct supervision, in accordance with applicable laws.

H. Administrative Procedures

The **Medical Contractor's** management staff (e.g., Project Manager/HSA, Medical Director, and Director of Nursing) shall represent the health unit in discussions with local civic groups or visiting officials as mutually agreed upon by the **Medical Contractor** and the Detention Facility Administrator.

I. Security

Medical Contractor personnel are subject to the security regulations and procedures of the Detention Facility. **Medical Contractor** personnel are subject to removal from facility at any time for security reasons as determined by the Detention Facility Administrator or his/her designee. Medical Contractor personnel shall not perform any actions that jeopardizes the security and safety of the facility. Medical Contractor personnel will report directly to the chain of command provided at the time the contract was awarded. Medical personnel will monitor tasks to comply with the center policies.

J. Training and Information for Detention Staff

The **Medical Contractor** will provide detention personnel with ongoing structured health education as well as health information to include infectious disease, mental health issues, management of emergency situations and other topics required by NCCHC standards, ACA, NIJO standards, and other applicable standards. Medical staff will be present when OC Pepper Spray training is being done. Medical Contractor personnel are required to attend security training provided by the detention center upon hire and yearly as Inservice training.

IV. Contract Administration

The **Medical Contractor** will provide expert management and resources to support the inmate medical services program and to maintain full compliance with the Request for Proposal and negotiated final contract.

A. Management Plan

The **Medical Contractor** will propose a management plan to demonstrate the capability to supervise and monitor the on-site program at the Detention Facility. The management plan will include:

1. A description of corporate resources planned to support the onsite medical services managers and staff.
2. A description of the **Medical Contractor's** approach to implementing the proposed contract services during the Transition Period.
3. The assignment of regional management and designated contract representative with outline or organization chart showing lines of communication and reporting.
4. A program of on-going contract operations reviews and program evaluation.

B. Clinical Program Implementation

The **Medical Contractor** will demonstrate the ability to prepare and implement protocols, policies, and procedures that comply with NCCHC, ACA, NIJO standards and requirements set forth herein.

C. Cost Containment

1. Aggregate Caps

- a. The **Medical Contractor** shall clearly set forth an annual limit on offsite liability, including all services provided outside of the detention facility and emergency transportation. This annual limit shall be an amount sufficient to cover all offsite care.
- b. The **Medical Contractor** shall also set forth an annual limit on pharmacy costs. This annual limit shall be an amount sufficient to cover all pharmacy costs.
- c. For each of these limits, the **Medical Contractor** must propose how to handle any amounts incurred above this annual limit.
- d. Should annual costs for Offsite and/or Pharmacy fall below the annual limits, The **Medical Contractor** will refund these savings.

2. Cost Reports

The **Medical Contractor** will report monthly on costs incurred for offsite and pharmacy expenses applicable to the annual caps to the Sheriff and Director of Finance.

D. Statistical and Management Reporting

The **Medical Contractor** will compile monthly statistical utilization reports of services provided, which are to be used to create quarterly service reports to the Sheriff or designee. The **Medical Contractor** will describe the methods to be used in implementing a management information system for collecting and analyzing trends in the utilization of the medical services provided. The **Medical Contractor** will provide an annual contract summary report to the Sheriff and Director of Finance.

E. Hazardous Waste Management

The **Medical Contractor** will be responsible for the removal and disposal of medically generated hazardous and pharmaceutical waste materials. Removal and disposal will be in accordance with

applicable local, county, and federal rules, regulations, and codes.

F. Insurance

Upon award of this contract, entry into a contract is expressly conditioned upon the **Medical Contractor** obtaining certificates of insurance indicating that the insurance requirements below listed are in force.

1. Indemnity and Hold Harmless Agreement

To the fuller extend allowed by law, the Provider shall indemnify, defend and hold the County, the Baldwin County Sheriff's Office, Commissioners, Officers, and their 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 pursuant to this Contract, or any act or omission, by Provider or its affiliates, employees, agents, subcontractors or representatives. Provider shall provide the COUNTY with proof of the insurance coverage required herein, including without limitation, general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

2. Instructions

The **Medical Contractor** shall not commence work under this contract until the **Medical Contractor** has obtained all insurance required under this section and such insurance has been approved by the Agency or representative, nor shall the **Medical Contractor** allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of insurance shall have the County, the Baldwin County Sheriff's Office and the Detention Facility named as "Additional Named Insures" for the proposed work.

3. Workers' Compensation Insurance and Employer's Liability Insurance

The **Medical Contractor** shall take out and maintain during the life of this contract the applicable statutory Workers' Compensation Insurance with an insurance company authorized to write such insurance in Baldwin County and in all counties covering all the **Medical Contractor's** employees, and in the case of any work sublet, the **Medical Contractor** shall require the **Medical Contractor's** subcontractors similarly to provide statutory Workers Compensation Insurance for the subcontractor's employees.

4. Commercial General Liability Insurance

The **Medical Contractor** shall maintain during the life of this contract such Commercial General Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from bodily injury, including wrongful death and property damage, which may arise from operations under this contract whether such operations be by the **Medical Contractor** or by any subcontractor. The minimum acceptable limits of liability to be provided by such General Liability Insurance shall be as follows:

Each Occurrence:	\$1,000,000
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General Aggregate: 2,000,000

5. Professional Liability Insurance

The **Medical Contractor** shall maintain, during the life of this contract, such Professional Liability Insurance as shall protect the **Medical Contractor** against claims for damages resulting from medical incidents, which may arise from operations under this contract, whether such operations are by the Medical Provider or the **Medical Contractor** staff. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:

Each Incident:	\$1,000,000
Aggregate:	3,000,000

6. Certificate of Insurance

The **Medical Contractor** shall furnish the Baldwin County Commission with a copy of the certificate(s) of insurance evidencing policies required in Number's 3, 4, and 5 listed above. The **Medical Contractor** shall give the Baldwin County Commission at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the insurance policies. If coverage on said certificate(s) is shown to expire prior to completion of all terms of this contract, the **Medical Provider** shall furnish a certificate of insurance evidencing renewal of such coverage to the Baldwin County Commission. The certificates of insurance shall clearly show this contract number.

7. Subcontractor's Insurance

The **Medical Contractor** shall require each subcontractor to take out and maintain during the life of the subcontract the same insurance coverage required under Section F, Paragraphs 3, 4, and 5 above, including the extensions of coverage required under those paragraphs. The Baldwin County Commission depending on the particular service being performed by the subcontractor may grant exceptions. Each subcontractor shall furnish to the **Medical Contractor** two (2) copies of a certificate of insurance, and such certificate shall contain the same information required in Paragraph 6 above. The **Medical Contractor** shall furnish one copy of the certificate to the Baldwin County Commission.

G. Other Terms and Conditions

The **Medical Contractor** will confirm its acceptance of the following general terms and conditions:

1. Contract Period

The **Medical Contractor** shall furnish labor, materials, and supplies necessary to provide complete health services to inmates, as per the accepted proposal and subject to the execution of a contract with terms and conditions deemed necessary by the Agency. It is the intent of the Baldwin County Commission to award this contract for a thirty-six (36) month period. This Contract shall be effective and commence immediately upon the same date as its full execution.

2. Termination of Contract

The Agency will have the authority to submit a written recommendation to terminate the contract for default to include unreasonable nonperformance. This recommendation shall be supported through specific documented instances. The **Medical Contractor** will be provided with an opportunity to cure the conditions within a specified and reasonable time period if cured, no termination shall occur.

Either party shall have the option to terminate the contract without cause based upon sixty (60) days written notice.

3. Penalties

Beginning after 90 days from the Start Date of the contract, the **Medical Contractor** will be assessed penalties according to a negotiated schedule. Penalties will directly relate to essential services and will be applied when such services are not provided within timeframes defined by accreditation standards. Examples of essential services include intake screenings, history and physicals, chronic care clinics, and medication administration.

All medical claims that has a negotiated contract in place must be processed by the **Medical Contractor** within thirty (30) days of receipt of the claim and returned to the County for payment.

Penalties will not be assessed when failure is the result of conditions beyond the **Medical Contractor's** control including such conditions as physical plant limitations, strikes or labor disputes, inmate disturbances, and restricted access to inmates.

4. Non-Discrimination

The **Medical Contractor** will agree to comply with the policies of the Detention Facility and all applicable federal, state and local laws, rules and regulations whereby discrimination is prohibited on the grounds of race, religion, color, sex, age, national origin or disability.

V. Contractor Qualifications and Experience

The **Medical Contractor** will be an experienced provider of comprehensive inmate medical services including all of the specified services under all inclusive contracts with correctional agencies.

A. Minimum Qualifications

The **Medical Contractor** will meet the following minimum requirements to be considered for award of this contract.

1. The **Medical Contractor** will be organized for the primary purpose of providing correctional health services.
2. The **Medical Contractor** will have a minimum of five years of medical correctional health care experience or demonstrated equivalent experience.
3. The **Medical Contractor** will have demonstrated experience managing two correctional facilities with an average daily population of 1,000 or more for at least three years.

B. Summary of Experience

1. The proposal shall describe the respondent's past performance and effectiveness in similar work as it relates to the requirements to be provided for in this contract. The respondent shall describe its experience in providing and supporting the delivery of quality services for the requirements of this contract over an extended period of time.
2. The proposal shall include a list of all current clients including contact names, mailing address, telephone number and email addresses.
3. The proposal shall include a list of all former clients including contact names, mailing address, telephone number and email addresses. This list shall indicate whether the **Medical Contractor** or the Contracting Agency terminated the contract and the reason for the termination.
4. The proposal shall include a detailed list provide a detailed list of any fines or penalties (excluding contractual liquidated damages) the **Medical Contractor** has had to pay to state, local, or federal agencies, or shareholders.
5. The proposal shall include a description of all instances in the past five years in which the **Medical Contractor** has requested additional money beyond what was agreed to in the initial contract. This does not pertain to routine contract renewals or extensions, but rather any instances in which the **Medical Contractor** requested an adjustment to its original bid after it started operating the contract.
6. The proposal shall include a brief description of the **Medical Contractor's** approach to client acquisition and retention including a list of all new clients added in the past two years.

C. Key Medical Services Staff

The **Medical Contractor** will submit a list consisting of the names, title, and qualifications of key medical services staff as it applies to the offer. The list may include corporate executive management with responsibilities related to the proposed contract, individuals assigned to organize and implement the inmate medical services, and candidates to assume onsite positions, if available. The **Medical Contractor** shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.

D. Litigation History

1. The **Medical Contractor** shall submit a listing of all litigation filed against the company closed and pending relating to inmate health services, problems or disputes over the firm's performance on contracts or projects held during the last five years, specifying the jurisdiction of the case, (i.e. state or federal) and individual or class action. Cases should be separated by type of litigation, i.e. tort malpractice, federal civil rights violation cases, or related to contract terms, termination, breach or failure to perform. Indicate the status of each case, i.e. active, dismissed, or settled.
2. The **Medical Contractor** shall also provide a comprehensive description, including outcome, of any jails, prisons, counties, states, clients, former clients, employees/agents of clients, and

competitors that the proposer has sued. Failure to disclose such terminations may be grounds for Agency to reject the proposal and eliminate it from further consideration.

3. List all contracts terminated early by the **Medical Contractor**. Give an explanation for each early termination.
4. List all contracts cancelled in the last 4 years by the **Medical Contractor** and provide an explanation for each.
5. List all **Medical Contractor** contracts in the last 4 years that were cancelled or terminated early by any government agency or private correctional company and provide an explanation for each.

E. Subcontractors

If subcontracting is to be used:

1. The **Medical Contractor** shall submit a list of those subcontractor personnel who will be assigned for direct work on the contract and the approximate time each will be devoting to work on the resultant contract. The respondent shall provide resumes giving the educational background, professional experience, and special qualifications of personnel providing services in accordance with this contract.
2. The **Medical Contractor** shall describe the proposed subcontractor's past performance and effectiveness in similar work. The respondent shall submit a list of the types of similar work performed by the subcontractor(s) within the last three (3) years. The respondent shall submit references, government and/or private sector, which can provide knowledgeable input about prior performance.

VI. Price

The price shall include the furnishing of all professional services, labor, supplies, insurances, licenses and applicable taxes necessary or proper for completion of the scope of work as described herein, based on present statutes, law and standards of care.

Population: To assist with the determination of a proposed contract price, population statistics and projections are as follows:

Actual Average Daily Population 622 over a three-year period

Bidders shall use the following annual population projections to determine the base annual contract price:

Contract Year	Base ADP	Population by Demographics			
		Male	Female	Juvenile	Federal / City / State

01/01/16 to 12/31/16	538	448	90		Fed – 47 / City – 2 State - 489
01/01/17 to 12/31/17	540	444	97		Fed – 71 / City – 3 State - 467
01/01/18 to 12/31/18	574	476	97		Fed – 84 / City – 7 State - 482

The **Medical Contractor** may propose a per diem rate of reimbursement for providing services to inmate populations whose monthly average is above the established base population.

Format: The price should be submitted in accordance with the table presented below.

Contract Period	Monthly Cost ADP = #	Annual Cost ADP = #	Per Diem for Monthly ADP above #
Year One	\$	\$	\$
Year Two	\$	\$	\$
Year Three	\$	\$	\$

Medical Equipment and Furnishings

The Agency owns the existing medical equipment and office furnishings. In the event that additional equipment or furnishings with a value of \$250 or more is required during the term of the contract, a written list of equipment and justification of need should be forwarded to the Sheriff and Director of Finance for consideration and processing. If the proposer determines that additional equipment will be required prior to start-up, that list shall be included as part of the proposal.

The provision of Equipment and Furnishings with a purchase cost of less than \$250 will be the responsibility of the proposer. Upon contract termination, equipment purchased by the proposer will become the property of the Agency.

VII. Evaluation of Proposals Submitted

The criteria used for objectively evaluating each proposal and determining the selection committee's recommended award will include the following:

- A.** The extent to which the proposed medical health care services meet the Detention Facility's current and expected requirements as specified in the Request for Proposal;

The extent to which the proposed services meet the guidelines prescribed by the American Correctional Association (ACA), the National Commission on Correctional Health Care (NCCHC), the American Medical Association (AMA), National Institute for Jail Operations (NIJO) and any other applicable local, county, or federal guidelines, rules, regulations, code, and/or laws.

- B. The extent to which the proposal meets all other RFP requirements specified herein;
- C. References from current and former clients/customers;
- D. Qualifications, expertise, and experience in providing the required services;
- E. The qualifications, expertise, and experience of the professionals proposed by the Medical Contractor to subcontract to provide services.
- F. Any other pertinent criteria as determined by the Detention Facility Administrator, as designated by the Sheriff, and the Agency; and
- G. Cost.

The **Baldwin County Regional Juvenile Detention Center (JDC)** is a 30-bed facility located in Bay Minette, Alabama. The facility was opened June 2, 1992 and houses juveniles who are awaiting adjudication or have been adjudicated and are awaiting placement to a state program.

The **Medical Contractor** shall provide for the delivery of a professional physician and related healthcare services to the JUVENILES under the custody and control of the Baldwin County Juvenile Detention Center according to the terms and conditions that follow:

VIII. Scope of Services

A. PRIMARY CARE

The **Medical Contractor** shall provide primary healthcare services for all persons committed to the custody of the Juvenile Detention Center, the responsibility for medical care of a JUVENILE commences with the physical placement of the JUVENILE at the Juvenile Detention Center. All treatments, examinations, and medical services will be conducted within a reasonable time of the request for care. Physical Assessments will be completed as soon as practicable, but in no event longer than 7 days from intake for a juvenile, absent extraordinary circumstances. All physician sick calls, admission exams, screenings, physical assessments, and all other primary medical services shall be conducted on-site, at the Juvenile Detention Center for JUVENILES.

B. STAFFING

The **Medical Contractor** shall provide the staffing coverage necessary for the rendering of primary healthcare services to the JUVENILES at the Juvenile Detention Center. Services hereunder shall be licensed, certified, or registered, as appropriate under Alabama law, in their respective areas of practice. maintain copies of all continuing education and licensure requirements for personnel. All personnel shall be subject to a background check by the COUNTY, and will be required to follow the Center's rules and policies regarding security and safety in the Juvenile Detention Center.

C. PHYSICIAN/MEDICAL DIRECTOR

A Physician will visit the Juvenile Detention Center when needed. A physician will be available by telephone to the JDC's administrative staff and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on HOLIDAYS, coverage may be provided by phone only.

Substitute physician visits with visits by a MID-LEVEL PRACTITIONER, if appropriate and prudent in the medical opinion of the physician, and if compliant with applicable laws and professional standards. The physician will be designated as the Juvenile Detention Center's "Medical Director". The Medical Directors shall be responsible for all medical decision-making, and for setting policies and procedures for the provision of primary healthcare services, at the Juvenile Detention Center.

D. HEALTH SERVICES ADMINISTRATOR.

Health Services Administrator ("HSA"), who shall be a Registered Nurse (RN), who shall be responsible for management of the day-to-day operations of the medical unit at the Juvenile Detention Center.

E. NURSING

The **Medical Contractor** shall provide on-site nursing coverage, consisting of both Registered Nurses ("RN") and Licensed Practical Nurses ("LPN") at the Juvenile Detention Center as often and for periods of time sufficient to accomplish the objectives. The schedule of nursing coverage to be determined at the Juvenile Detention Center, to review nursing hours periodically to ensure the objectives are being met.

F. MENTAL HEALTH PROFESSIONALS

The **Medical Contractor** shall provide mental health professionals, such as psychiatric services, counselors, and other mental health professionals.

G. CARE REPORTS

The **Medical Contractor** shall provide reports and meet regularly with the COUNTY, or designee, concerning the overall operation of the healthcare services program and the general health of the JUVENILES at the Juvenile Detention Center.

H. DISPOSABLE MEDICAL SUPPLIES

The **Medical Contractors** shall provide for JUVENILES' disposable medical supplies intended for one-time use.

I. HEALTH EDUCATION

The **Medical Contractor** shall provide health education materials to the COUNTY for JUVENILE education. also provide, upon request, annual CPR/first aid, suicide prevention, and other training for staff of the Juvenile Detention Center, as requested by the COUNTY.

J. HEALTH EVALUATIONS

The **Medical Contractor** shall provide for JUVENILES' on-site health evaluations and medical care within the National Commission on Correctional Health Care ("NCCHC") guidelines.

K. MEDICAL RECORDS

The **Medical Contractor** shall maintain, cause, or require being maintained, complete and accurate medical records for each JUVENILE who has received healthcare services. Each medical record will be maintained in accordance with applicable laws, standards. The medical records will be kept separate from the JUVENILE'S confinement record. A summary of the original applicable medical record will be available to accompany each JUVENILE who is

transferred from the Juvenile Detention Center to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws regarding confidentiality of such records comply with state and federal law and the JUVENILES and staff of the Juvenile Detention Center to medical records. No information contained in the medical records will be released except as provided by the Juvenile Detention Center's policy, a court order, or otherwise in accordance with applicable laws. JUVENILE medical records will at all times be the property of the Juvenile Detention Center.

L. MEDICAL WASTE REMOVAL

The **Medical Contractor** shall be responsible for medical waste removal services at the Juvenile Detention Center consistent with all applicable laws.

M. OFF-SITE AND/OR SPECIALTY SERVICES

When off-site and/or hospital care is required for medical reasons, The **Medical Contractor** shall arrange for inpatient and/or outpatient hospital services, mobile services, specialty services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for JUVENILES.

N. CHRONIC CARE CLINICS

The **Medical Contractor** shall establish a plan for the identification, treatment and monitoring of JUVENILES with chronic illnesses and special healthcare needs. Continue "chronic care clinics" for those JUVENILES identified with specified chronic illnesses and conditions (diabetes, hypertension, mental illness, HIV/AIDS, tuberculosis, asthma, seizures, etc.). To provide an effective and efficient healthcare delivery system for chronically ill patients, identify the number of JUVENILES with specific chronic conditions, and individual treatment plans are developed or reviewed for each of these JUVENILES which includes: instructions regarding medications; the type and frequency of laboratory work; other diagnostic testing; frequencies of follow up for reevaluation of the JUVENILE'S condition; and adjustment of the treatment plan as needed.

O. On-Site and Off-Site Testing

The **Medical Contractor** shall provide JUVENILES on-site laboratory testing, which shall include, but not be limited to, drug screens, finger-stick blood sugar and urine dipstick for pregnancy and/or infection. Provide TB skin tests for JUVENILES as directed by the COUNTY.

P. PHARMACEUTICALS

The **Medical Contractor** shall provide pharmaceutical management, administration, distribution, and policies, and shall provide all medications required for the provision of adequate medical services, through use of a pharmacy vendor suitable to Juvenile Detention Center. Medical personnel shall administer pharmaceutical medications to JUVENILES during pre-determined "pill calls" and/or medication rounds that occur while medical personnel are on-site.

Population: To assist with the determination of the proposed contract price for the Juvenile Detention Facility, population statistics and projections are as follows:

Bidders shall use the following annual population projects to determine the base annual contract price for the Juvenile Detention Facility (JDC).

Contract Year	Total	Male Juveniles	Female Juveniles
2016	651	513	138
2017	566	448	118
2018	656	519	137

Attachment A: Cover Sheet

RFP for Inmate& Juvenile Medical Services Program

Proposal Date: _____

Out of State Yes or No If yes,
Registration Number

Company Name: _____

Name of Company Representative: _____

Position: _____

Address: _____

Email Address: _____

Company Web Page: _____

Phone: _____

Fax: _____

Date: _____

Signature: _____



Baldwin County Commission

Agenda Action Form

File #: 19-1664, **Version:** 1

Item #: C1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Seth Peterson, P.E., Construction Development Manager

Submitted by: Mary Booth, Permit/Subdivision Coordinator

ITEM TITLE

Case No. S-19033 - Plantations at Fish River

STAFF RECOMMENDATION

Approve the request from Plantations at Fish River, LLC to utilize a private road and right-of-way in the Plantations at Fish River Subdivision to access lots.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The applicant is requesting approval of a private road and right-of-way for the proposed "Xanadu Trace" in the Plantations at Fish River Subdivision because "a gated and private community will limit traffic while providing privacy and security for the homeowners of the 2.5-acre secluded estate lots."

Section 5.5.1 of the *Baldwin County Subdivision Regulations* states:

"Private streets may be approved only by the *Baldwin County Commission* provided that (a) they are constructed according to the standards of these regulations; and (b) prior to the issuance of a Development Permit, (1) the *Baldwin County Planning and Zoning Commission* has otherwise approved the issuance of a Development Permit and (2) the County Engineer has advised the *Baldwin County Commission* that private streets are appropriate for the subdivision under consideration."

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 send correspondence notifying applicant of decision by the County Commission.

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

Plantations at Fish River, LLC
R. Harold Sherman
835 River Route
Magnolia Springs, Alabama 36555

Additional instructions/notes: N/A



PLANTATIONS AT FISH RIVER, LLC
835 RIVER ROUTE
MAGNOLIA SPRINGS, AL 36555
PHONE: (251) 747-0146
EMAIL: BOSSMAN.1364.HS.72@GMAIL.COM



7/8/19

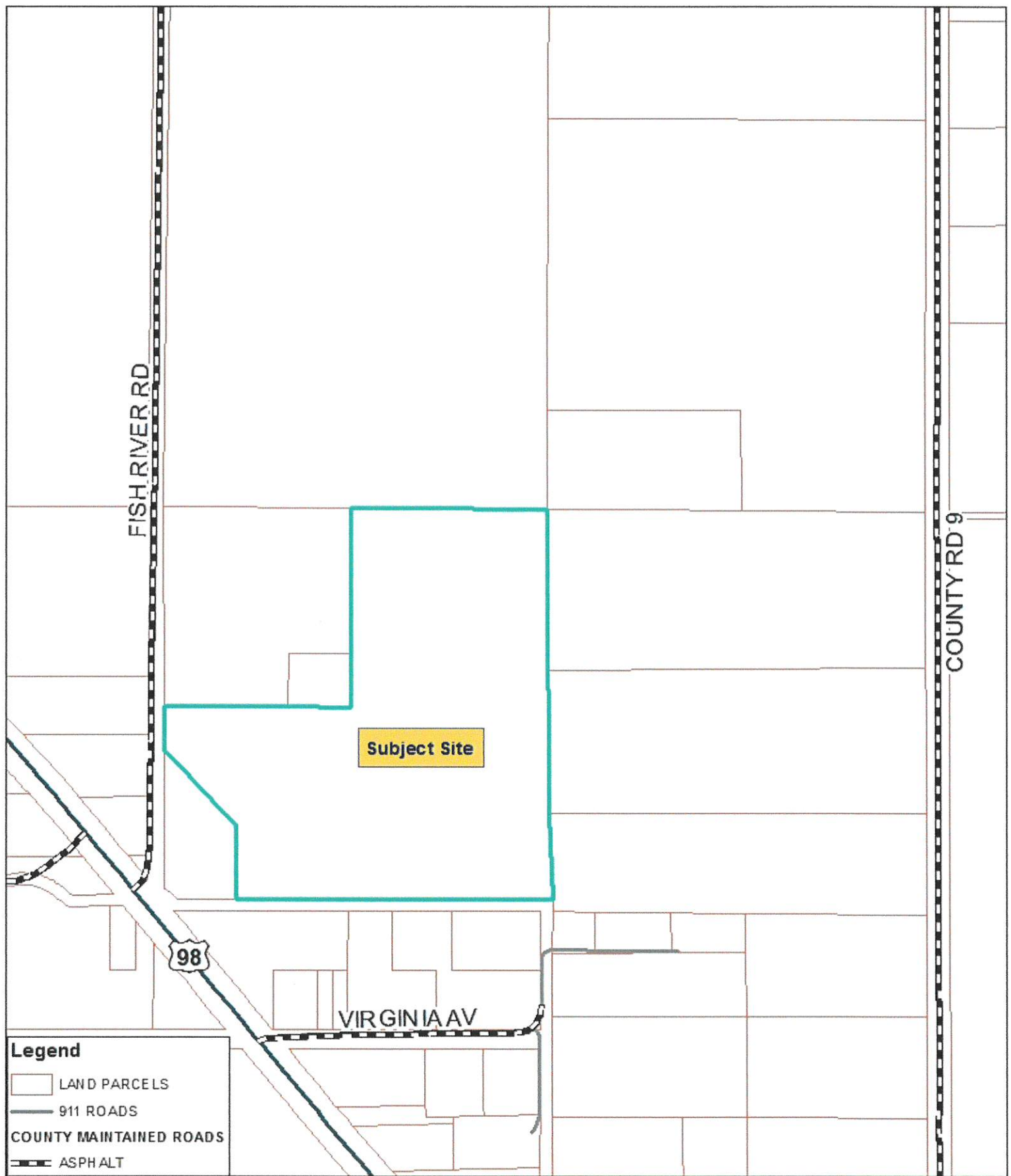
Baldwin County Commission
322 Courthouse Square
Bay Minette, AL 36507

Honorable Commissioners,

Approval of a private road and right-of-way is respectfully requested for the proposed 9 unit "Plantations at Fish River" development. The gated and private community will limit traffic while providing privacy and security for the homeowners of the 2.5 acre secluded estate lots.

Thank you,

R. Harold Sherman
Plantations at Fish River
(251) 747-0146

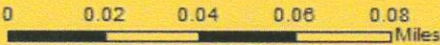




Legend

- LAND PARCELS
- 911 ROADS
- COUNTY MAINTAINED ROADS
- ASPHALT

**S-19033 Plantations at Fish River
Site Map**



CURRENT ZONING: UNZONED (DIST. 14)
LIN. FT. STREETS: 1,125 L.F.
NUMBER OF LOTS: 9
MIN. LOT WIDTH: 150 FT.
SMALLEST LOT: 102,551 SF (LOT 6)
LARGEST LOT: 250,555 SF (LOT 7)
COMMON AREAS: 1.26 AC
DETENTION PONDS: 0.91 AC. OR 20%
TOTAL AREA: 27.69 AC
DENSITY: 0.33 LOTS/ACRE

FRONT: 75'
REAR: 50'
SIDE: 20'
SIDE STREET: 20'

WATER SERVICE: PRIVATE WELLS
SEWER SERVICE: BALDWIN COUNTY SEWER SYSTEM
ELECTRIC SERVICE: BALDWIN EMC
TELEPHONE SERVICE: CENTURYLINK

CURVE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00	23.55	12.73	22.69	N63°17'01"E	53°58'18"
C2	60.00	150.73	184.53	114.12	S71°42'52"E	143°58'38"
C3	60.00	94.24	60.00	84.85	N45°16'17"E	89°59'46"
C4	60.00	56.51	35.55	54.45	S62°44'54"E	53°57'53"
C5	25.00	23.55	12.73	22.69	S82°44'14"E	53°57'53"
C6	25.00	36.07	24.80	35.21	S45°30'15"W	82°31'54"

→ 3. DEVI MARK
 → 4. SILENCE VALUE
 → 5. TELEPHONE POSTAL
 → 6. UTILITY PO
 → 7. DAMPED REBAR FOUND
 CPM 8. DAMPED REBAR SET (CA-1109-15)
 → 9. CONCRETE INCHMENT FOUND
 → 10. HAIL FOUND
 OCM 11. OCEAN HIGH FIVE FOUND
 → 12. REBAR FOUND
 HST 13. CALCULATED DEED BEARING AND DISTANCE
 → 14. CALCULATED DEED BEARING AND DISTANCE
 → 15. MEASURED BEARING AND DISTANCE
 → 16. DEED BOOK
 → 17. NOTAPRINT
 → 18. PAGE
 → 19. HAIL PROPERTY BOOK
 → 20. PANEL NUMBER
 → 21. NIGHT-18
 → 22. SURVEY MAP OR PLAT BEARING AND DISTANCE
 → 23. SURVEY MAP OR PLAT BEARING AND DISTANCE
 → 24. SURVEY MAP OR PLAT BEARING AND DISTANCE
 → 25. SURVEY MAP OR PLAT BEARING AND DISTANCE
 → 26. SURVEY MAP OR PLAT BEARING AND DISTANCE
 → 27. SURVEYING DEVELOPMENT SAMPLES, L.C. FOR MINOR CLOSURE

1. FOR THE LOCATION OF ALL UTILITIES,
PLANS.
2. STORMWATER DRAINAGE AREAS AND
OWNED AND MAINTAINED BY THE PEOPLE
ASSOCIATION AND ARE NOT THE RESERV
COUNTY.
3. THERE EXISTS A 10 FOOT UTILITY EA
LINES ADJACENT TO RIGHT-OF-WAYS A
EACH SIDE) UTILITY EASEMENT ALONG A
A. ALL ROADS AND RIGHTS-OF-WAY
ARE PRIVATE, AND ARE NOT SUBJECT
BALDWIN COUNTY, AND THE OWNERS OF
THE EXPENSE OF MAINTAINING ALL PPR

SURVEYOR/ENGINEER:
DEWBERRY
25353 FRIENDSHIP ROAD, DAPHNE, AL 36526
JOHN G AVENT, PLS LIC. NO. 27393
JASON ESTES, PE LIC. NO. 22714

CERTIFICATE OF APPROVAL BY TELEPHONE (CENTURYLINK)
THE UNDERSIGNED, AS AUTHORIZED BY CENTURYLINK HEREBY APPROVES THE
PLAY FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY,
ALABAMA, THIS _____ DAY OF _____, 20____.

AUTHORILE PRESENTAZIONE

THIS PROPERTY LIES WITHIN ZONE "X" UNSHADED AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA, MAP NUMBERS 0100320 "B" M, COMMUNITY NUMBERS 010000, PANEL NUMBERS 0787, SUFFIX M, MAP REVISED DATE APRIL 19, 2019.

ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
1. TITLE SEARCH, TITLE DRAWING ON ABSTRACT WAS PERFORMED BY, NOW PROVIDED TO, DELIVERY FOR THE SUBJECT
2. LAND LIES WITHIN THE UNINCORPORATED TOWNS OF CASSELMITH, ENCLANDMENTS, NORTH-OF-WATTS,
BUILDING SECTIONS, RESTRICTIVE COVENANTS OF OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SURVEY
3. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES
4. LAND LIES WITHIN THE UNINCORPORATED TOWNS OF CASSELMITH, ENCLANDMENTS, NORTH-OF-WATTS FOR VISUAL PURPOSES
5. AND ARE NOT SURVEYED UNLESS NORTH-OF-WATTS MONUMENTATION IS ALSO SHOWN.
6. BEARINGS SHOWN HERETO ARE REFERENCED TO ALABAMA STATE PLANE COORDINATES, WEST ZONE, HAD 1983.30
7. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETRACEMENT AND
8. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS
9. APPROPRIATES MAY BE ELABORATED FOR CLARITY.
10. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 35, J5, B20

STATE OF ALABAMA
COUNTY OF BALDWIN

WE, DENBERRY, A FIRM OF LICENSED ENGINEERS AND LAND SURVEYORS OF DAPHNE, ALABAMA, HEREBY STATE THAT THE ABOVE IS A CORRECT MAP OR PLAT OF THE FOLLOWING DESCRIBED PROPERTY SITUATED IN BALDWIN COUNTY, ALABAMA TO-WIT:

[illegible]

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

1/16/2011
DEWBERRY
JOHN G AVENT AL. P.L.S. NO. 27393
SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY E-911 AUTHORITY: I, _____, THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E-911 BOARD, HEREBY APPROVE THE ROAD NAMES AS DEPICTED ON THE WHITE PLAT AND HEREBY APPROVES THE WHITE PLAT AND THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

DATE THIS _____ DAY OF _____ 20____

CERTIFICATION OF OWNERSHIP AND DEDICATION:
THIS IS TO CERTIFY THAT I (WE), THE UNDERSIGNED, AM (ARE) THE OWNER(S) OF AND DESCRIBED BY THE PLAT, AND THAT I (WE) HAVE CAUSED THE SAME TO BE SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREIN SET FORTH, AND I (WE) ACKNOWLEDGE AND ADOPT THE NAME UNDER THE DESIGN AND TITLE HEREON, AND ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER PLACES OF PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS AS ATTACHED TO THE SEPARATE LEGAL DOCUMENT.

DISCLAIMER: The information contained in this document is for informational purposes only and is not intended to constitute an offer of insurance or any other financial product.

CERTIFICATION BY NOTARY PUBLIC:
STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF _____, STATE OF ALABAMA DO CERTIFY THAT _____, A _____, SUBSCRIBED TO THE CERTIFICATION OF _____, OWNERSHIP AND DEDICATION, APPEARED IN PERSON AND ACKNOWLEDGE THAT HE (THEY); SIGNED, SEALED AND DELIVERED SAID (THEIR); FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH IN THE FOREGOING INSTRUMENT DATED _____, 20____.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC

PLANTATIONS & FISH RIVER

MAY 7, 2019 - SHEET 1 OF 1
PRELIMINARY PLAT - NOT FOR FINAL RE

BOUNDARY SURVEY AND PLAT OF S			
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DESIGN	D.E.D.	DRAWN	C.R.H.	CHK
ENG	J.D.L.	SURVEYOR	D.E.D.	PRO

 Dewberry

25353 Friendship Road Daphne, AL 36526

251.990.9950 fax 251.929-9815	S
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SCALE

0 10



SECTION 37

SECTION 25

DEPARTMENT OF
NATURAL RESOURCES
4 UNION ST.
CONCORD, N.H. 03301
Tel: 253-0001, 253-0002
Fax: 253-0003

2005-001-004-000

2005 08 28 08:29:07

U. S. H.
120

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TRIPPLANNING-50169888-PRELIM PAGE.dwg



Baldwin County Commission

Agenda Action Form

File #: 19-1697, **Version:** 1

Item #: C2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

Federal Transit Administration (FTA) - Integrated Mobility Innovation (IMI) Demonstration Program - Grant Application for Transit Demonstration Project

STAFF RECOMMENDATION

Take the following actions:

1. Authorize Baldwin Regional Area Transit System (BRATS) to submit documentation and an application for a grant under the Federal Transit Administration - Integrated Mobility Innovation (IMI) Demonstration Program for a mobility technology pilot program within BRATS; and
2. Authorize BRATS to name Via as a "Key Partner" for the Integrated Mobility Innovation (IMI) grant as contemplated by the Federal Transit Administration Notice of Funding Opportunity, and to the extent permissible by State and Local procurement laws; and
3. Authorize the Chairman to execute any grant related documents as required.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: In late May 2019, BRATS reached out to the major on-demand transportation companies, Uber, Lyft, and Via, to learn more about the technology they use to provide passenger friendly transportation. Around the same time, Federal Transit Administration (FTA) announced an Integrated Mobility Innovation (IMI) Demonstration Grant aimed at making public transit more seamless and user-friendly for passengers. The grant allows applicants to identify "essential" key partners who will play an integral role in the innovation deployment. The grant allows up to twelve (12) months to prepare for deployment and requires at least twelve (12) months of actual deployment to test the innovation.

This grant may provide a unique opportunity for BRATS to explore re-tooling its service delivery model to a more cutting-edge system. The grant application is due August 6, 2019. Funding under the grant would be matched 80/20. BRATS would integrate the project into the existing program so

as to not increase the local match budgeted to BRATS by the Commission.

Agreement Forthcoming.

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? Yes -
FY 2020 Budget

LEGAL IMPACT

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

Yes, regarding identification of Key Partner

Reviewed/approved by: David Conner

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: August 6, 2019

Individual(s) responsible for follow up: BRATS Staff will coordinate grant application submittal upon approval by Commission.

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

Additional instructions/notes: N/A

The Complete Trip

5. Arrival at Destination

Andy safely arrives at his destination, while the **pre-trip concierge application** plans his return trip home.

4. Cross the Street

As Andy approaches an intersection, his **safe intersection crossing application** communicates with the traffic signal.

3. Ride the Bus

While on the bus, Andy receives direction on when to pull the Stop Request cord from his **wayfinding and navigation application**.

1. Plan and Book a Trip

Andy uses a **pre-trip concierge application**.

2. Travel to Transit Station

An **automated shuttle** (rideshare service) is dispatched.





Baldwin County Commission

Agenda Action Form

File #: 19-1679, **Version:** 1

Item #: C3

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Eric Scott, Equipment Manager

ITEM TITLE

Sale of Six (6) Highway Department Vehicles and One (1) HP Plotter on GovDeals.com

STAFF RECOMMENDATION

Take the following actions:

1. Authorize the sale of the following vehicles on GovDeals.com:

2004 Ford F-150 (VIN 1FTPX145X4NC14671)

2007 Ford F-150 (VIN 1FTRW14W17KD24776)

2007 Ford F-150 (VIN 1FTRF12WX7NA39592)

2007 Ford F-150 (VIN 1FTRX12W48FA79028)

2005 Chevy Trailblazer (VIN 1GNDDT13S962224996)

2006 Chevy Colorado (VIN 1GCCS196368295478); and

2. Authorize the sale of one (1) HP C6075B Plotter (Serial SG19S1310W) on GovDeals.com.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The six (6) vehicles requested for auction are no longer roadworthy and were approved to be replaced in the 2019 Budget. The HP Plotter is out dated with current computer software.

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: Highway Department, Eric Scott; Finance and Accounting

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

Eric Scott will prepare items for auction; Finance and Accounting will advertise on Govdeals.com.

Additional instructions/notes: N/A

GovDeals Vehicle Inspection Form

Inventory ID 14671	Asset Number 0007003	Fair Market Value:
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Short Description:

Year 2004 Make FORD Model F-150

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 2

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: FORD

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color Grey ☒ Vinyl ☐ Cloth ☐ Leather # of Passengers: 2

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☐ Impressions Remain ☐ No Impressions

Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1FTPX145X4NC14671 Mileage 128494 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



MFD. BY FORD MOTOR CO.

DATE: 05/04 GVWR: 7200LB / 3265KG
FRONT GAWR: 3750LB REAR GAWR: 3850LB
1700KG WITH 1746KG
P255/70R17 TIRES P255/70R17
17X7.5J RIMS 17X7.5J
AT 240 kPa/35 PSI COLD AT 240 kPa/35 PSI

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR
VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF
MANUFACTURE SHOWN ABOVE.

VIN: 1FTPX145X4NC14671
TYPE: TRUCK

F0051
T0628

1200405110260 UTC 2U5A1520472-4A



GovDeals Vehicle Inspection Form

Inventory ID 24776	Asset Number 0007796	Fair Market Value:
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Short Description:

Year 2007 Make FORD Model F-150

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 2

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: FORD

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color Grey ☒ Vinyl ☐ Cloth ☐ Leather # of Passengers: 2

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☐ Impressions Remain ☐ No Impressions

Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1FTRW14W17KD24776 Mileage 118384 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



GovDeals Vehicle Inspection Form

Inventory ID 39592	Asset Number 0007755	Fair Market Value:
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Short Description:

Year 2007 Make FORD Model F-150

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 2

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: FORD

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color Grey ☒ Vinyl ☐ Cloth ☐ Leather # of Passengers: 2

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☐ Impressions Remain ☐ No Impressions

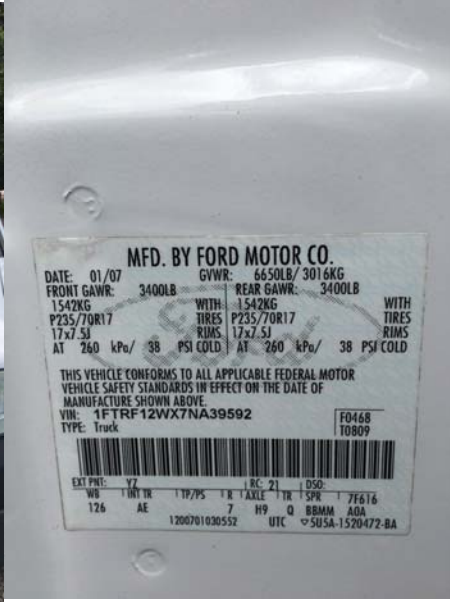
Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1FTRF12WX7NA39592 Mileage 107281 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



GovDeals Vehicle Inspection Form

Inventory ID 79028	Asset Number 0007863	Fair Market Value:
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Short Description:

Year 2007 Make FORD Model F-150

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 2

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: FORD

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color Grey ☒ Vinyl ☐ Cloth ☐ Leather # of Passengers: 2

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☐ Impressions Remain ☐ No Impressions

Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1FTRX12W48FA79028 Mileage 171530 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



GovDeals Vehicle Inspection Form

Inventory ID 24996	Asset Number 0007576	Fair Market Value:
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Short Description:

Year 2005 Make CHEVY Model TRAILBLAZER

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 4

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: CHEVY

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color TAN ☐ Vinyl ☒ Cloth ☐ Leather # of Passengers: 4

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☒ Impressions Remain ☐ No Impressions

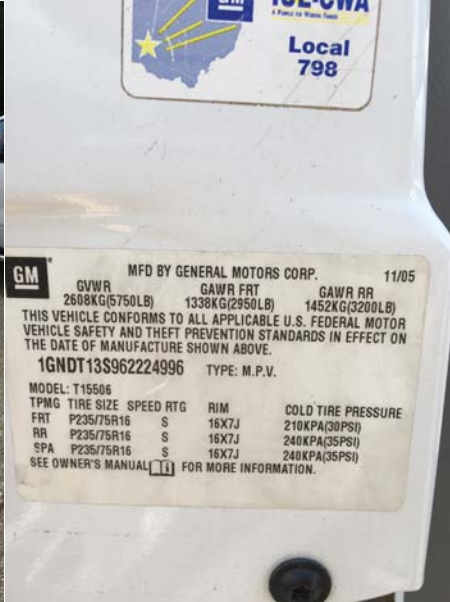
Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1GNDT13S962224996 Mileage 78696 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



GovDeals Vehicle Inspection Form

Inventory ID 95478	Asset Number 0007623	Fair Market Value:
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Short Description:

Year 2006 Make CHEVY Model COLORADO

Long Description:

Primary use for Bus: Road Inspection/Maintenance # of Passengers: 2

This vehicle: ☒ Starts ☐ Starts with a Boost and ☐ Runs ☐ Does Not Run ☐ For Parts Only

Engine Manufacture: CHEVY

Engine Type: L, V ☐ Gas ☐ Diesel Engine

This Vehicle was maintained every 5000 ☐ Days ☐ Hours ☒ Miles

Condition: ☒ Runs ☐ Needs repair ☐ Is in Unknown Condition

Repairs needed: N/A

Date Removed From Service: 5/1/19 Maintenance Records: ☒ Available ☐ Not Available

Transmission Manufacture: ☒ Automatic ☐ Manual Speed

Transmission Condition is: ☒ Operable ☐ Needs Repair ☐ Unknown ☐ Rebuilt (Date:)

Repairs Needed: N/A

Interior Description:

Color GREY ☒ Vinyl ☐ Cloth ☐ Leather # of Passengers: 2

Minor Damage to: Dents and Scratches

Major Damage to: N/A

Radio: Brand Manufacture ☐ AM ☒ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

Air Conditioning: ☒ Yes ☐ No AC Operating Condition: ☒ Cold ☐ Unknown

Other Interior Information: N/A

Exterior Description:

Color: White Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings Tire Condition: ☐ Low ☐ Flat

Minor Damage to: N/A

Major Damage to: N/A

Decals: ☐ None ☐ Have been Sprayed Over ☒ Have been removed & ☐ Impressions Remain ☐ No Impressions

Other Exterior Information:

Other Equipment: Description

Vehicle Info: VIN # 1GCCS196368295478 Mileage 65306 Title Restriction ☐ Y ☒ N

Location of Asset: AREA 200 BARN - SILVERHILL

For more information contact: ERIC SCOTT - 251-348-0135



Lot 1

Description: HP C6075B Plotter

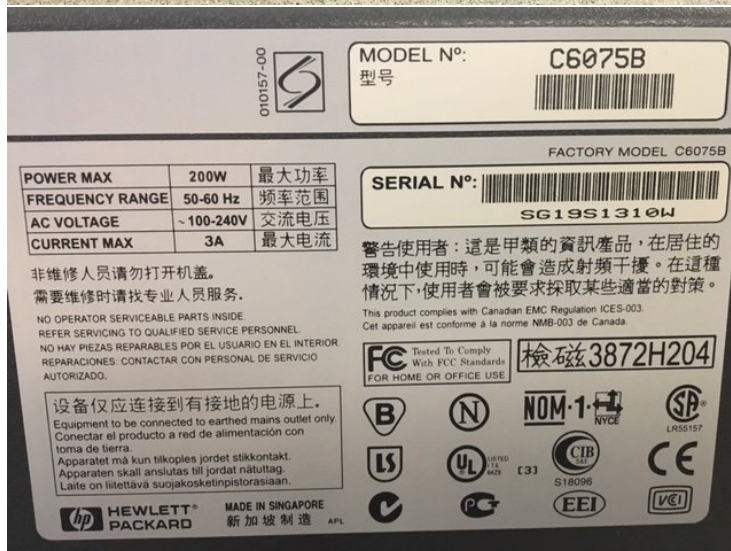
Condition: Parts

Starting bid: \$300

Bid Increments: \$50

Length of Auction: 3 Weeks

Primary Contact: Eric Scott – 251-348-0135





Baldwin County Commission

Agenda Action Form

File #: 19-1698, **Version:** 1

Item #: C4

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

Solicitation of Quotes for Procurement of Professional Accounting Services for National Transit Database (NTD) Independent Auditors Statement of Financial Data

STAFF RECOMMENDATION

Authorize BRATS staff, in coordination with the Purchasing Manager, to solicit a minimum of three quotes and statement of qualifications from Professional Accountants to prepare an Independent Auditors Statement of Financial Data (IAS-FD).

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Pursuant to the Federal Transit Administration National Transit Database (NTD) 2018 Policy Manual for Full Reporting, the Baldwin County Commission is in need of professional accounting services to prepare an Independent Auditors Statement for Financial Data (IAS-FD). After the IAS-FD has been prepared once, it will not need to be prepared for another 10 years unless there is a substantial change in our accounting system. For the IAS-FD, the auditor must review all BRATS financial forms to ensure that:

- The transit agency's accounting system follows the Uniform System of Accounts;
- The transit agency's accounting system follows accrual accounting or uses a directly translatable method; and
- All financial data are in accordance with NTD requirements.

The auditor must state in the IAS-FD if he or she finds that any data does not conform to NTD requirements and describe the discrepancies.

BRATS staff communicated with other transit agencies and spoke with accountants in the field and found that potential pricing varies widely due to variations between agencies and existing workloads. To ensure that the best possible price is obtained, the County will secure a minimum of three quotes for the service. ALDOT has approved BRATS to take the necessary steps to move forward with the

solicitation of quotes.

FINANCIAL IMPACT

Total cost of recommendation: BRATS staff estimates the service will cost between \$4000 and \$7000, 80% of which will be reimbursed by ALDOT.

Budget line item(s) to be used: 51930.5150

If this is not a budgeted expenditure, does the recommendation create a need for funding? This is not a budgeted expenditure; however, the expense can be made up through shortfalls in other items.

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: Matthew Brown, BRATS Director of Transportation.

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

Additional instructions/notes: N/A

For more information on PMT Sampling, see the “Service Data Requirements: Service Consumed: Passenger Miles Traveled” section of this manual.

Independent Auditor Statement for Financial Data Waiver

New NTD reporters filling out a full report may request an IAS-FD waiver in their first year of reporting. If approved by FTA, the waiver is good for one year and the transit agency must submit the IAS-FD in the following report year.

Auditor Statements

The NTD requires that an independent auditor review certain reporter types and provide an Independent Auditor Statement (IAS). An IAS is a letter that an official representative from an independent public account or other independent entity (such as a state audit agency) signs.

The independent auditor must confirm that the transit agency data conforms to NTD requirements. If an auditor finds an issue, the auditor must explain the discrepancy in the IAS. Auditors must identify the auditing firm name and location, and sign and date the IAS.

There are two Independent Auditor Statements:

- Independent Auditor Statement for Financial Data
- Independent Auditor Statement for Federal Funding Allocation Data

Independent Auditor Statement for Financial Data

Full Reporters, Reduced Reporters, and Separate Service transit agencies must file an initial IAS-FD. For this statement, the auditor must determine if the transit agency accounting system meets FTA requirements. The NTD does not allow agencies to use an audit from the OMB Circular A-133 Single Audit Act.

The NTD refers to business papers, records and reports, and the procedures that an agency uses in recording transactions and reporting their effects as the “accounting system.” The term “accounting system” does not refer to the hardware or software program transit agencies use. Therefore, the accounting system remains the same, even when hardware or software upgrades or changes.

A transit agency must provide an IAS-FD to the NTD in the first year it reports as a Full Reporter and every ten reporter years thereafter. In the interim, if a transit agency has

met the IAS requirements in the prior year and has not changed its accounting system, FTA waives the annual IAS-FD. Instead, FTA requires the CEO to certify annually that the agency's financial data continue to meet NTD requirements. FTA may require a new review if a transit agency substantially changes its financial data reporting method.

The transit agency must file the Annual Report on time even if the IAS-FD is incomplete. If extenuating circumstances cause a delay of the IAS-FD, the CEO must provide documentation explaining the late auditor review. The transit agency must complete the IAS-FD no later than the date of the last report revision. The NTD may issue a Failure to Report finding if a transit agency does not submit an IAS-FD when required.

Independent Auditor Requirements

For the IAS-FD, the auditor must review all financial forms to ensure that:

- The transit agency's accounting system follows the Uniform System of Accounts;
- The transit agency's accounting system follows accrual accounting or uses a directly translatable method; and
- All financial data are in accordance with NTD requirements.

The auditor must state in the IAS-FD if he or she finds that any data do not conform to NTD requirements and describe the discrepancies.

FTA Approval

FTA will approve the IAS-FD if the agency complies with one of the following conditions:

- The transit agency adopts the USOA; or
- The transit agency
 - Uses an internal accounting system other than the accounting system prescribed by the USOA;
 - Uses the accrual method of accounting or a directly translatable method; and
 - Directly translates the system and accounting categories, using a clear audit trail, to the accounting treatment and categories the USOA specifies.

IAS-FD Template

FTA provides a template of the IAS-FD in Appendix A. The NTD does not require agencies to use the exact format set forth in Appendix A; however, the independent auditor must address each item that the NTD outlines in the template. If the auditor follows the provided template closely, the statement will meet NTD requirements.

Appendix A: AUDIT TEMPLATES

Independent Auditor Statement for Financial Data

Instructions: The IAS-FD file copy should be on the independent auditor's letterhead and should be kept on file by the transit agency.

The Board of Trustees
Transit Agency Name

In connection with our regular examination of the financial statements of **[agency name]**, for the fiscal year ended **[date]**, on which we have reported separately under **[date of auditor's statement]**, we have also reviewed the reporting forms listed below and included in the report for the fiscal year ended **[date]**, required under Title 49 U.S.C. 5335(a), for conformity in all material respects with the requirements of the Federal Transit Administration (FTA) as set forth in its applicable National Transit Database (NTD) Uniform System of Accounts (USOA). Our review for this purpose included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. We did not make a detailed examination such as would be required to determine that each transaction has been recorded in accordance with the USOA.

[Select one of the following two paragraphs for inclusion in your Statement:]

The accounting system from which this NTD report is derived follows the accounting system prescribed by the USOA. The same accounting system has been adopted and was used to compile this NTD report.

or

The accounting system from which this NTD report is derived is other than the accounting system prescribed by the USOA but uses the accrual basis of accounting and is directly translated, using a clear audit trail, to the accounting treatment and categories specified by the USOA. The same internal accounting system has been adopted and was used to compile this NTD report.

[Submit a list of the specific financial forms on which audited data are reported:]

- Sources of Funds — Funds Earned and Funds Expended form
- Uses of Capital form

- Operating Expenses forms
- Reduced Reporting – Small Systems

Based on our review, the accompanying reporting forms identified above conform in all material respects with the accounting requirements of FTA as set forth in its USOA.

Signed:

Title:

City:

Date:



Baldwin County Commission

Agenda Action Form

File #: 19-1700, **Version:** 1

Item #: C5

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Joey Nunnally, P.E., County Engineer

Submitted by: Matthew Brown, BRATS Director of Transportation

ITEM TITLE

Solicitation of Quotes for Procurement of Professional Appraisal Services for Preparation of Rent Analysis/Report for BRATS Real Estate

STAFF RECOMMENDATION

Authorize BRATS staff, in coordination with the Purchasing Manager, to solicit a minimum of three quotes from Professional Appraisers to prepare a Rent Analysis/Report for BRATS real estate.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Federal Transit Administration allows grant recipients to utilize an in-kind match as part of their local funding. For real estate to qualify as in-kind match, it must be appraised. BRATS would like to hire a professional appraiser to determine the rental values for the following locations:

- Bay Minette BRATS Office
- Fairhope BRATS Hub & Office (less grant funded improvements)
- Robertsedale BRATS Hub & Office (less grant funded improvements)
- Foley BRATS Office

Pricing varies due to differences in appraiser workloads. To ensure that the best possible price is obtained, the County will secure a minimum three quotes for the service. Taking these steps could potentially save the Commission \$50,000 to \$70,000 annually in local funding.

FINANCIAL IMPACT

Total cost of recommendation: BRATS staff estimates the service will cost between \$3,500 and \$5,000, 80% of which will be reimbursed by ALDOT.

Budget line item(s) to be used: 51930.5150

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

not a budgeted expenditure; however, the expense can be made up through shortfalls in other items.

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: Matthew Brown, BRATS Director of Transportation.

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 #: 19-1588, **Version:** 1

Item #: E1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Allison Owens, Office Manager

ITEM TITLE

Baldwin Clean Sweep - October 5, 2019 and March 7, 2020

STAFF RECOMMENDATION

Authorize the Baldwin County Solid Waste Department (BCSW) to conduct "Baldwin Clean Sweep" on Saturday October 5, 2019 and March 7, 2020, at the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, Eastfork Construction and Demolition Landfill and the Bay Minette Transfer Station.

Further, authorize BCSW to implement the following operational changes, limited to the day of the Baldwin Clean Sweep event:

- 1) Accept waste materials such as yard waste, construction debris, cardboard, tires, electronics, furniture, appliances, scrap metal, carpet, household hazardous waste from Baldwin County residents at no charge; and
- 2) Accept Commercial E-waste from Baldwin County small businesses; and
- 3) Maintain normal operating procedures for commercial waste disposal. Normal charges for commercial tire disposal will be in effect; and
- 4) Require proof of residency in Baldwin County to be demonstrated as well as requiring customers to furnish name, address, and telephone number for waste materials to be accepted at no charge; and
- 5) Extend operating hours of the Magnolia Sanitary Landfill, MacBride Construction and Demolition Landfill, Eastfork Construction and Demolition Landfill and the Bay Minette Transfer Station from the normal closing time of 12:00 p.m. to 3:00 p.m. as well as provide additional staffing to accomplish the longer operating times and added administrative requirement.

BACKGROUND INFORMATION

Previous Commission action/date: Semi-Annual Event

Background: The semi-annual event will allow residents of Baldwin County to clean up their personal property/residence and to properly dispose of items described above free of charge.

Residents are encouraged to utilize this opportunity to dispose of the materials described in the staff recommendation which reduces the number of illegal dumps and keeps Baldwin County beautiful.

Baldwin County residents are advised that for this event, disposal activities will be modified slightly from normal procedures and BCSW staff will be present on the day of the event to provide unloading and disposal instructions.

FINANCIAL IMPACT

Total cost of recommendation: No

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? 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: Call Center - Social Media

Administration Department - Prepare a Press Release for the week of September 30, 2019 - October 4, 2019 advertising the October 5, 2019 Clean Sweep date and prepare a Press Release for the week of March 2, 2020 - March 6, 2020 advertising the March 7, 2020 Clean Sweep date.

Solid Waste Department - Post information on website under Solid Waste Department pages and ensure staffing needs are met.

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

Additional instructions/notes: N/A



BALDWIN COUNTY SOLID WASTE

BALDWIN CLEAN SWEEP

SATURDAY, OCTOBER 5, 2019

7^{AM} – 3^{PM}

MAGNOLIA LANDFILL – 15140 CO RD 49, SUMMERDALE

MACBRIDE LANDFILL – 14200 CO RD 64, LOXLEY

BAY MINETTE TRANSFER STATION – 42901 NICHOLSVILLE RD, BAY MINETTE

EASTFORK LANDFILL – 17917 CC RD, ELBERTA

ACCEPTABLE WASTE:

- | | |
|------------------------|-------------------------------|
| 1. YARD WASTE | 8. SCRAP METAL |
| 2. CONSTRUCTION DEBRIS | 9. CARPET |
| 3. CARDBOARD | 10. PAINT |
| 4. TIRES | 11. HOUSEHOLD HAZARDOUS WASTE |
| 5. ELECTRONICS | |
| 6. FURNITURE | |
| 7. APPLIANCES | |





BALDWIN COUNTY SOLID WASTE

BALDWIN CLEAN SWEEP

SATURDAY, MARCH 7, 2020

7^{AM} – 3^{PM}

MAGNOLIA LANDFILL – 15140 CO RD 49, SUMMERDALE

MACBRIDE LANDFILL – 14200 CO RD 64, LOXLEY

BAY MINETTE TRANSFER STATION – 42901 NICHOLSVILLE RD, BAY MINETTE

EASTFORK LANDFILL – 17917 CC RD, ELBERTA

ACCEPTABLE WASTE:

- | | |
|------------------------|-------------------------------|
| 1. CHRISTMAS TREES | 9. SCRAP METAL |
| 2. YARD WASTE | 10. CARPET |
| 3. CONSTRUCTION DEBRIS | 11. PAINT |
| 4. CARDBOARD | 12. HOUSEHOLD HAZARDOUS WASTE |
| 5. TIRES | |
| 6. ELECTRONICS | |
| 7. FURNITURE | |
| 8. APPLIANCES | |





Baldwin County Commission

Agenda Action Form

File #: 19-1699, **Version:** 1

Item #: E2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Terri Graham, Development and Environmental Director

ITEM TITLE

Baldwin County Solid Waste Disposal Authority

STAFF RECOMMENDATION

For Review and Discussion:

Mr. Jim McNaughton with Environmental Business Services wishes to come to outline the recommendations from the Feasibility Study conducted by his firm.

Recommendations include dissolving the currently dormant Solid Waste Authority and incorporating a new disposal authority pursuant to the provisions of Title 11-89A, et seq. Code of Alabama 1975.

BACKGROUND INFORMATION

Previous Commission action/date: March 12, 2019 - Work Session to Notify the commission of the intent to hire Environmental Business Services of the feasibility study to be conducted.

Background: The Baldwin County Commission formed on December 17, 1993 and is officially named the Baldwin County Solid Waste Disposal Authority, Inc. (the "1993 Authority"). The 1993 Authority was formed pursuant to the provisions of Title 11-89A, et seq. Code of Alabama 1975. The 1993 Authority established a Board of Director with seven (7) members. The 1993 Authority is not currently active and has not been active for quite a while. Incorporating a new solid waste disposal authority could play a vital role in the development of an *integrated solid waste management system*.

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



Solid Waste Management Authority Evaluation

Baldwin County, Alabama

Prepared by Cooper & Associates LLC dba Environmental Business Services

INTRODUCTION

Solid waste collection and disposal in Baldwin County is managed by a combination of public and private sector entities. Probably no aspect of county government has changed more than the management of solid waste for counties across the U.S. in the last 30 years. The Federal Government passed sweeping changes to landfill regulation with passage of the Subtitle D regulations to the Resource Conservation Recovery Act (“RCRA”) released in 1988. In 1989, in response to the Subtitle D regulations, the Alabama State Legislature enacted Alabama Law 89-824 (i.e. the “Holley Act”) to amend the Solid Wastes Disposal Act which required several actions to be completed that addressed solid waste management in the State. Each county was required to submit to ADEM, within one and one-half years of May 16, 1989, a plan for the management of solid waste generated within its boundaries. Each plan was required to address the requirements proposed under Subtitle D of the Federal RCRA (Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 as amended).

The Baldwin County Commission, as required by the new Holley Act, developed and implemented a Comprehensive Solid Waste Management Plan (“SWMP”) on November 19, 1990. Every county is required to update its SWMP on a decennial basis. The County’s current plan is the Baldwin County Comprehensive Solid Waste Management Plan 2014 – 2024. A primary goal of the County’s current Plan is to develop “an *integrated solid waste management* approach to managing solid waste throughout the county, with greater participation with the public and private entities managing solid waste within the county.”

EPA defines Integrated Solid Waste Management (ISWM) as:

“a comprehensive waste prevention, recycling, composting, and disposal program. An effective ISWM system considers how to prevent, recycle, and manage solid waste in ways that most effectively protect human health and the environment. ISWM involves evaluating local needs and conditions, and then selecting and combining the most appropriate waste management activities for those conditions. The major ISWM activities are waste prevention, recycling and composting, and energy recovery and disposal in properly designed, constructed, and managed landfills.”

EPA developed a non-hazardous materials and waste management hierarchy in recognition that no single waste management approach is suitable for managing all materials and waste streams in all situations. To develop an integrated waste management plan, a local government should prioritize and utilize the capacities available to manage the amount of solid waste generated within its jurisdiction according to a hierarchy approach. The hierarchy ranks the various management strategies from most to least environmentally preferred. The hierarchy places emphasis on reducing, reusing, and recycling as key to sustainable materials management. The accepted EPA hierarchy comes from the following methods of integrated solid waste management:

- a) Source Reduction and Reuse
- b) Recycling and Composting
- c) Energy Recovery (formerly “combustion”)
- d) Treatment and Disposal

Source reduction is sometimes referred to as waste prevention and means reducing waste at the source. It can take many different forms, including reusing or donating items, buying in bulk, redesigning packaging/products, and reducing toxicity.

Recycling is a series of activities that includes collecting used, reused, or unused items that would otherwise be considered waste; sorting and processing the recyclable products into raw materials for remanufacturing; and remanufacturing the recycled raw materials into new products. Recycling also can include **composting** of food scraps, yard trimmings, and other organic materials.

Energy recovery or waste-to-energy (WTE) from waste is the conversion of non-recyclable waste materials into useable heat, electricity, or fuel through a variety of processes, including combustion, gasification, pyrolysis, anaerobic digestion, and landfill gas (LFG) recovery.

Treatment and Disposal. Prior to disposal, treatment can help reduce the volume and toxicity of waste. Treatments can be physical (e.g., shredding), chemical (e.g., incineration), and biological (e.g., anaerobic digester). Modern landfills are the most common form of waste disposal and are an important component of an integrated waste management system.

SUMMARY – REGULATORY & LEGISLATIVE ISSUES

There are a myriad of laws, regulations and guidelines that solid waste collection and disposal management programs need to comply with whether managed by a local government or a SWDA. In Alabama, the ADPH (Alabama Department of Public Health) administers the regulations for the collection and transportation of solid waste including the permitting/approval of solid waste transfer stations. ADEM (Alabama Department of Environmental Management) administers the regulations for the treatment, processing and disposal of solid waste. Additionally, ADEM issues the guidelines and goals for recycling and waste minimization initiatives throughout the State. The major focus of this review is the ADEM regulations and programs. The major regulation milestones are summarized below (greater detail of this summary is in the subsection that immediately follows):

1988 – Finalization/promulgation of Subtitle D of RCRA

1989 - In response to the Subtitle D regulations in 1988, the Alabama State Legislature enacted Alabama Law 89-824 to amend the Solid Wastes Disposal Act which required several actions to be completed that addressed solid waste management in the State.

1990 – Clean Air Act amended to include New Source Performance Standards (NSPS)

1991 – First statewide solid waste management plan of Alabama developed

1991 - Subtitle D, with its emphasis on landfill containment, became effective

1993 – Subtitle D primary components implementation

1996 - NSPS of the Clean Air Act implementation

1997 – Subtitle D final components were implemented

2002 - State Solid Waste Management Plan developed in 1991 and adopted into the regulations in 2002 recommended a statewide municipal solid waste recycling goal of 25%.

2006 - EPA's 2006 Strategic Plan established a nationwide municipal solid waste recycling goal of 40% by 2011, while maintaining its prior goal of 35% recycling by 2008.

2007 - EMC (Alabama Environmental Management Commission) adopted revised regulations that would exempt certain electronics waste destined for

recycling from the definition of solid waste to encourage recycling electronics

2008 - The Solid Wastes and Recyclable Materials Management Act (SWRMMA) was signed into law by Governor Bob Riley on April 15, 2008.

2015 – CAA (Clean Air Act) – Proposed Rule for Landfill Air Emission Guidelines

Other – Carbon reduction (i.e. climate change) and Renewable fuel standards

DETAILED – REGULATORY & LEGISLATIVE ISSUES

The Solid Waste Disposal Act of 1965 was enacted by the U.S. Congress and regulations resulting from this Act, and subsequent amendments, are codified in the Code of Federal Regulations (CFR). The Resource Conservation and Recovery Act (RCRA) enacted in 1976 was an amendment to the Solid Waste Disposal Act. RCRA is a combination of the first federal solid waste statutes and all subsequent amendments. These statutes and amendments describe the waste management program mandated by Congress that gave the EPA authority to develop the RCRA program. These EPA regulations carry out the congressional intent by providing explicit, legally enforceable requirements for waste management. RCRA has been amended several times, one of the most significant amendments being in 1988 with promulgation of Subtitle D of RCRA. These regulations can be found in Title 40 of the Code of Federal Regulations (CFR), part 258.

This amendment established requirements for municipal solid waste disposal facilities in Subtitle D of the Act. Requirements for municipal solid waste landfills are commonly referred to Subtitle “D” requirements.

Subtitle D, with its emphasis on landfill containment became effective in October 1991, although various implementation deadline extensions existed through 1997. The rules established minimum landfill criteria for: Location/Siting; Operation, including daily cover requirements; Design, including liner and leachate collection system installation, with a recirculation option for landfills with composite liners; Groundwater monitoring and corrective action; Closure and post-closure care; and Financial assurance.

Subtitle D established the minimum landfill management requirements and each individual state was required to pass comparable regulations to meet or exceed the Subtitle D regulations. Each state was required to submit plans proving that it met the minimum criteria.

In 1989, in response to the Subtitle D regulations in 1988, the Alabama State Legislature enacted Alabama Law 89-824 to amend the Solid Wastes Disposal Act which required several actions to be completed that addressed solid waste management in the State. One of these actions required the Alabama Department of Environmental Management (ADEM) to prepare an Alabama Solid Waste Management Plan. The Law required that the Plan be initially prepared in two phases. The first phase was completed in November 1989, and served as a guide to local governments in the development of their local solid waste management plan.

Phase II was completed in April 1991, and refined previously gathered solid waste management data, as well as identified a number of recommended statutory improvements to the State's management of solid waste. The law also established the criteria that should be included in any amendment or periodic revision to the Plan. In 2002, the Alabama Environmental Management Commission (EMC) adopted these original two phases of the Solid Waste Management Plan into the ADEM solid waste regulations.

ADEM's Administrative Codes in Division 13 Land Division - Solid Waste Program establishes regulations which are at least as stringent as the Subtitle D. ADEM permits and enforces compliance with these regulations.

Alabama statutory authority for solid waste management derives from §22-27-1, et seq., Code of Alabama (1975). Solid waste regulations are promulgated through ADEM Administrative Codes. Local government responsibilities and roles in solid waste management have historically been based on the premise that solid waste management is an appropriate exercise of general government police power to provide for the safety of the public.

There are many regulations that solid waste collection and disposal management programs need to comply with; however, many of these laws and regulations, when utilized correctly, can provide local governmental agencies the necessary tools and powers to effectively optimize their management systems.

Local governments using the authority provided by state laws have the ability to:

- Choose to either be involved or not involved in solid waste management;
- Regulate the collection of solid wastes within their jurisdiction;
- Dispose of solid wastes within their jurisdiction;
- License private companies to provide solid waste management services within their jurisdiction;
- Define the types of solid waste storage containers to be used;
- License and regulate the types of collection vehicles to be used;
- Fund solid waste management systems through tax-based revenues and/or user fees;
- Contract with private service providers to provide services;
- Grant exclusive rights to a single private service provider to provide services within their jurisdiction; and
- Establish authorities to make choices about services within their jurisdiction by the passage of ordinances.

Statewide Waste Minimization Goals

ADEM Admin. Code 335-13-13-.02 specifies a Statewide Solid Waste Reduction Goal of 25%. In FY2018, the Solid Waste Reduction Rate was calculated to exceed the 25% goal for the first time since the rate began being tracked and reported. In addition to providing data to calculate our Statewide goal, Re-TRAC Connect, which is an ADEM tracking program, also allows the Department to collect data to submit to the EPA State Data Measurement Program (SDMP). This program allows all States to share and compare data with each other and with the EPA. Alabama was one of the original States to be instrumental in the development of this program and has been recognized by the EPA for their assistance throughout the years. Each year, Re-TRAC Connect improvements allow the Department to add additional data types to the report and further assist the EPA to track the progress of waste reduction and recycling on a national level.

Both the Act and the ADEM regulations encourage waste minimization and recycling as key components of the State's overall solid waste management program. Pursuant to Ala. Code §22-27-45, (2006), the State Solid Waste Management Plan developed in 1991 and adopted into the regulations in 2002 recommended a statewide municipal solid waste recycling goal of 25%. In the U.S. Environmental Protection Agency's 2006 Strategic Plan, the EPA established a nationwide municipal solid waste recycling goal of 40% by 2011, while maintaining its prior goal of 35% recycling by 2008.

Alabama's commitment to recycling and waste reduction, under Alabama Law 90-564-3(b), and subsequently Ala. Code §22-22B-3(b), (2006), requires state agencies and public school systems to report recycling activities annually to ADEM. Initially the Department jointly employed a staff member with the Alabama Department of Economic and Community Affairs (ADECA) to handle the annual state recycling report. In subsequent years, recycling reports from state agencies and public school systems were handled solely by ADECA, which supplied ADEM with a report

summary of state agency recycling activities. In 2003, ADEM's Permits & Services Division took over all tasks required for compiling this report. During 2005, nearly 30,000,000 pounds of materials were recycled. The largest amounts recycled were paper waste (30%) and automotive batteries and oil (22%).

In 2007 under the Hazardous Waste Program, the EMC adopted revised regulations that would exempt certain electronics waste destined for recycling from the definition of solid waste. These revisions followed similar federal regulatory revisions promulgated by the EPA in July 2006. These changes should encourage a greater level of recycling electronics by eliminating certain requirements relating to the management of these items.

The Solid Wastes and Recyclable Materials Management Act (SWRMMA) was signed into law by Governor Bob Riley on April 15, 2008. This legislation marked the culmination of nearly two decades of effort by the Alabama Department of Environmental Management (ADEM or Department) and numerous stakeholders to pass needed revisions to the State Solid Waste statute. The four main purposes to the SWRMMA are as follows:

- Provide stable funding for ADEM's solid waste and recycling programs;
- Provide fiscal resources to remediate unauthorized dumps/illegal disposal sites;
- Establish a grants program for local recycling efforts; and
- Establish a Statewide waste reduction/recycling program, goal, and measurement methodology.

Since the passage of the SWRMMA, the Department has worked diligently to implement its requirements. Several revisions and additions to the Department's Solid Waste program regulations have been made, while others are currently under development for future promulgation. Chief among these revisions were the

establishment of the Alabama Recycling Fund (ARF) Grants program, the Solid Waste Fund (SWF) Site Remediation program, the Landfill Operator Certification program, a Statewide Solid Waste Reduction goal, and the Recycling Facility and Composting programs.

The SWRMMA established a statewide solid waste disposal fee of \$1.00 or \$0.25/cubic yard for all solid waste disposed in Alabama landfills. The revenues generated by this fee have enabled the Department to add needed staff necessary to carry out the programmatic requirements of the law. The funding has led to a significant reduction in unauthorized dumps (UAD's) and an increase in the overall compliance rate at permitted landfills from 57% for FY 2008 to 98% in FY 2016, as determined by the number of formal enforcement actions relative to the number of compliance inspections conducted.

The ARF grant program has awarded local governments more than \$13.75 million dollars since its inception in 2009. By returning these funds to local communities, the ADEM has played a key role in the creation or expansion of nearly 20 local recycling programs which have been instrumental in diverting significant quantities of solid waste from landfills, providing economic benefits to the local governments, as well as to their private enterprise partners, and preserving our State's natural resources.

The Solid Waste Reduction Goal of 25% was established in the 1991 State Solid Waste Management Plan and was retained in the 2008 update to the Alabama Solid Waste Management Plan. Recycling facilities are required to register with ADEM and report on their activities regarding collection and processing of recyclable commodities using a web based reporting tool. The Solid Waste Reduction rate monitored by ADEM is currently calculated at over 25%, approximately triple the rate calculated in 2008.

Climate Change/Carbon Reduction. It is recognized in the solid waste industry that climate change (carbon reduction) is a potential issue for state and federal regulations to crack down on greenhouse gas emissions from solid waste operations. Given that landfill emissions remain one of the industry's biggest climate change/regulatory liabilities, many organizations (public and private) have pursued landfill gas-to-energy projects as a way of demonstrating compliance and generating additional revenue.

WASTE MINIMIZATION & RECYCLING

A primary goal in developing an *integrated solid waste management* program is minimization of waste requiring disposal.

Waste minimization is "the reduction, to the extent feasible, of waste that is generated or subsequently treated, stored or disposed of. It includes any source reduction or recycling activity undertaken by a generator or facility operator that results in either:

- (i) the reduction of total volume or quantity of waste, or
- (ii) the reduction of toxicity or other characteristics of hazardous waste, or both, so long as the reduction is consistent with the goal of minimizing present and future threats to human health and the environment.

Waste minimization may be applied to any component of the waste stream before that component is disposed of as a waste. Waste minimization efforts will result in a decrease in the rate of growth of the waste stream and in the overall quantity of waste requiring disposal, as well as processing.

There are three (3) major methods of waste minimization:

1. Reduction
2. Reuse
3. Recycling

The success of recycling and waste processing programs are becoming more dependent on the success or ability of a program to market or develop a beneficial reuse for the program's products and commodities. For recycling programs, the ability of recycling programs to have long-term commitments to sell its commodities is a vital part of a recycling programs success. The ability to market a program's commodities is becoming more and more complex.

Small and mid-sized recycling programs are particularly vulnerable to price increases and program changes. In order to establish long-term and stable commitments to sell its commodities, recycling programs will need to the ability to generate quality commodities on a consistent basis.

The China's National Sword campaign went into effect in 2018 to eliminate or reduce "foreign waste" including plastics, industrial waste, electronics and other household waste materials. (Chinese leaders formally announced their import intentions in a notice to the World Trade Organization in July of 2017, and the ban went into force at the start of 2018. But efforts to reduce "foreign waste" go all the way back to the start of the country's Green Fence customs crackdown in 2013.). The National Sword program has had a significant effect on low-quality commodities received from poorly run U.S. facilities that include household waste, undesirable plastic waste and electronic waste.

In the past the U.S. has counted on China to accept plastic exports. Recycling programs exporting mixed plastics and mixed paper because of their low-grade quality have been hardest hit by these recent changes.

In the future, recycling programs may need to perform more processing in order to adapt to and secure commodity markets. For example instead of exporting plastic film scrap overseas, a recycling program may need to pelletize plastic film scrap into post-consumer resin (PCR) for domestic sale. Programs that are able to adapt to the commodity markets by featuring additional processing capabilities could possibly

become secondary processors (for a fee) for other recycling programs in the regional area.

There is also a solid waste industry wide issue with recruiting and maintaining adequate unskilled labor to operate recycling processing facilities and MRFs (material recovery facilities). Due to these changing labor patterns, successful MRFs and other processing facilities may be more dependent on robotics and mechanized systems that will utilize more skilled labor. This will entail a more sophisticated approach and management as well as additional upfront capitalization.

SOLID WASTE AUTHORITY CONCEPT

A solid waste disposal authority (“SWDA”) can play a vital role in the development of an *integrated solid waste management system* by providing state-of-the-art facilities for solid waste recycling and processing for the County and the regional area as well as, in Baldwin County’s situation, landfill gas to energy programs. In order to develop a fully integrated waste management system, there will be a need for these state-of-the-art facilities in the regional area now and in the future. The County’s role is to fill the need for developer/facility owner, operator, aggregator/controller of the waste stream and/or facilitator for modern integrated solid waste management systems. This need is largely unmet by the private sector national solid waste collection and disposal companies and it is likely to remain that way.

In order to fulfill this role to the highest level, the County will need resources that are not conventionally available to a county government. These resource issues can be fully addressed by the provisions of Title 11-89A, et seq. Code of Alabama 1975 which are tailor made for the development of integrated solid waste management programs by the formation of a solid waste disposal authority.

Throughout Alabama, it is recognized that SWDAs are an accepted modern approach to the management of a county or city solid waste collection and disposal infrastructure and assets. According to the Alabama Secretary of State's Office there are 70 SWDAs statewide. The breakdown of SWDAs and whether they are county, city or regionally established is as follows:

32 county established SWDAs

28 city established SWDAs

10 regionally established SWDAs.

Of the 70 SWDAs the majority of these (i.e. 37) were formed in the Subtitle D formation era of 1988 – 1993. Twenty-nine (29) SWDAs were formed after Subtitle D's implementation date of 1993. Four (4) were formed before 1988.

By forming a solid waste authority based on the establishment of a fully functioning integrated solid waste management program, Baldwin County can:

- Designate a board of commissioners (i.e. citizens of Baldwin County) with an executive director who has the responsibility and accountability to manage and improve solid waste programs in the County
- Continue as low cost service provider of residential solid waste collection and disposal
- Maximize the useful life of disposal (i.e. capacity assurance) and other solid waste management facilities located in the County
- Reduce litter and illegal dumping in the County
- Establish Baldwin County as a leader in recycling and pollution prevention programs in the regional area
- Be a resource, clearing house and coordinator of solid waste management programs for the municipalities and community groups in the County
- Increase the efficiency and effectiveness of the recycling and waste services available to the citizens, commercial businesses and industries in the County

- Use BATs (best available technologies), which are ever changing, to develop and employ BMTs (best management practices).
- Facilitate continuous improvement of solid waste recycling and processing infrastructure in the regional area

The solid waste authority would be the governmental agency of Baldwin County responsible for providing an economical and environmentally conscious integrated solid waste management system to the County and all of its citizens.

In addition to providing materials for reuse in the community (i.e. recycling commodities, mulch and construction materials, landfill gas to energy), the establishment of state-of-the-art recycling and processing facilities would reduce the County's dependence on landfills and extend the life of the currently approved landfills within the County.

If managed as a private solid waste collection and disposal business, an authority should be able to provide services for less money than the private sector, which would benefit taxpayers. The authority operates for less cost because does not pay taxes on many goods and services, buys equipment at a lower price and has lower costs of capital/bonding.

A public solid waste authority should be able to operate on a lower cost basis but it will need to be as efficient and productive as its private sector counterparts to realize the cost savings. The general manager of a solid waste authority should be charged to:

- Implement best management practices and systems used in the industry
- Develop and execute business plans that are economically feasible and consistent with the authority's objectives
- Establish a stable organization and cost structure
- Deliver a high level of member/consumer satisfaction and confidence.

If managed properly, an authority should be able to operate on a sustainable basis with a small surplus.

Advantages of a solid waste authority:

- Long-term low-cost provider of solid waste services
- Pricing stability long-term
- Capacity assurance long-term for MSW and C&D disposal volumes
- Development of an integrated system of waste collection, processing and disposal
- Ability to take advantage of cutting edge and innovative waste-to-energy (WTE) technologies that are economically unfeasible for Baldwin County by itself
- Continuous waste stream assurance for disposal and waste processing strategies and facilities.
- Accountability and empowerment to control community waste related programs such as illegal dumping
- Ability to take advantage of modern state-of-the-art technologies without reliance on the private sector
- Strengthen opportunities for solid waste related matching grants and loans by pooling revenue and spreading costs
- Development of sustainable recycling and processing services
- Uniform fees for authority customers
- Authority is Service motivated, not profit motivated
- Greater attention to pollution prevention programs (i.e. illegal dumping and anti-litter)

Disadvantages:

Normal risks associated with operating a business enterprise, if not managed properly:

- Expenses could outweigh revenues causing short-term instability and reduction in services
- Poor leadership or improper training, operation or management could lead to poor service and instability

SWDAs in Baldwin County

There are a few options to consider when forming a solid waste disposal authority in Alabama. Some states allow the formation of SWDAs in districts (similar to fire protection districts) or by using local and private legislation. In Alabama a few districts have been formed in the past but the use of the Title 11-89A Solid Waste Disposal Authorities in Alabama provides a unique and flexible set of laws tailor-made for a successful solid waste organization. Other options include whether a SWDA is a regional (more than 1 county) authority, a single county authority that includes some or all of its municipalities or a single member authority consisting on just a single county with no municipalities. In the case with Baldwin County, the current strategic assets (i.e. Magnolia Landfill, C&D Landfills and county-wide solid waste collection assets) are owned and operated by the County Commission. It only makes economic sense that the County form a single member SWDA. Additionally, it would be very difficult to get all 14 municipalities together to agree on membership interests, voting strengths, directors, bylaws, etc. Even though the County Commission would be forming the SWDA it should be that the SWDA is for the benefit of the entire county and its citizens.

There is already an incorporated Baldwin County SWDA. It was formed on December 17, 1993 and is officially named the Baldwin County Solid Waste Disposal Authority, Inc. (the “1993 Authority”). The 1993 Authority was formed pursuant to the provisions of Title 11-89A, et seq. Code of Alabama 1975. The 1993 Authority established a Board of Director with seven (7) members.

The 1993 Authority is not currently active and has not been active for quite a while. If the County is to move forward with an SWDA, we would recommend that the County dissolve the 1993 Authority and start with a new SWDA formed pursuant to the provisions of Title 11-89A, et seq. Code of Alabama 1975 ("Title 11-89A").

There is nothing in the provisions of Title 11-89A that prohibits a jurisdiction (i.e. County government) from forming more than one (1) SWDA. In fact Section 11-89A-22 states:

Incorporation of another authority by same determining subdivision.

The existence of an authority incorporated under the provisions of this chapter shall not prevent the subsequent incorporation under this chapter of another authority pursuant to authority granted by the same determining subdivision.

Title 11-89A provides two (2) basic options for the naming of SWDA's. Section 11-89A-4(2) states as follows:

The name of the authority (which may be a name indicating in a general way the area proposed to be served by the authority and shall include the words "____ Solid Waste Disposal Authority," or "The Solid Waste Disposal Authority of ____," the blank spaces to be filled in with the name of one or more of the determining subdivisions or other geographically descriptive word or words.

A newly formed SWDA could utilize a naming option as follows:

"Baldwin County Solid Waste Disposal Authority"

or perhaps

"Baldwin County Solid Waste Disposal Authority 2020"

There are also three (3) other SWDAs that have been formed by the municipalities within Baldwin County. These SWDAs are as follows:

City of Daphne formed October 26, 1993

City of Gulf Shores formed March 14, 2000

City of Orange Beach formed November 25, 2003

The formation of these other SWDAs within Baldwin County have no indirect or direct impact on the formation/activation of an SWDA by Baldwin County. Including the three (3) listed above, there are fourteen (14) municipalities in Baldwin County. They are as follows:

City of Bay Minette

City of Daphne

Town of Elberta

City of Fairhope

City of Foley

City of Gulf Shores

Town of Loxley

Town of Magnolia Springs

City of Orange Beach

Town of Perdido Beach

City of Robertsdale

Town of Silverhill

City of Spanish Fort

Town of Summerdale

There is no requirement in Title 11-89A that requires a County to include any of the municipalities within its jurisdiction when forming an SWDA; however, an SWDA formed by the County would be able to contract with any of the municipalities within the County without going through a competitive bid process. One of the main advantages to both parties is not necessarily the avoidance of the bid procedure but the fact that SWDA contracts for solid waste collection, transportation and disposal with the municipalities could exceed the usual three (3) year terms (Title 11-89A Section 18 Exemption from competitive bid laws.). The longer contract terms could

have mutual benefits in many situations because such agreements could result in long-term pricing and capacity assurance to the municipalities while at the same time guaranteeing certain revenue(s) and waste flows to the SWDA. In fact, contracts may provide for the continuous disposal solid waste for a term not to exceed 45 years per Title 11-89A Section 15. This ability for long-term agreements will especially be important in the future to bring modern recycling and processing technologies to the citizens of Baldwin County as well as the development of LFG (landfill gas) WTE (waste to energy) projects where the continuity of MSW volumes will be instrumental to a program's success.

A primary goal of a Baldwin County solid waste management organization should be to develop “an *integrated solid waste management* approach to managing solid waste throughout the county, with greater participation with the public and private entities managing solid waste within the county.” The provisions of Title 11-89A “Solid Waste Disposal Authorities” provide an ideal framework for such an organization.

Title 11-89A is broken down into 25 subsections as follows:

Section 11-89A-1 - Legislative findings.

Section 11-89A-2 - Definitions.

Section 11-89A-3 - Filing of application for incorporation of authority; denial or authorization of incorporation by governing body of county or municipality.

Section 11-89A-4 - Incorporation procedure; contents, execution, and filing of certificate of incorporation; notice to Secretary of State.

Section 11-89A-5 - Amendments to certificate of incorporation.

Section 11-89A-6 - Board of directors of authority; election; terms of office; vacancies; qualifications; expenses; meetings; notice and waiver; resolutions; impeachment.

Section 11-89A-7 - Officers of authority.

Section 11-89A-8 - Powers of authority; location of facilities of authority.

Section 11-89A-9 - Bonds of authority, generally.

Section 11-89A-10 - Security for payment of bonds; contracts and agreements to secure.

Section 11-89A-11 - Proceeds from sale of bonds.

Section 11-89A-12 - Refunding bonds.

Section 11-89A-13 - Freedom of authority from supervision and control of state; applicability of Article 1 of Chapter 27 of Title 22.

Section 11-89A-14 - Power of eminent domain.
Section 11-89A-15 - Cooperation, aid, and agreements from and with other bodies.
Section 11-89A-16 - Exemption from taxation, etc.
Section 11-89A-17 - Exemption from usury and interest laws.
Section 11-89A-18 - Exemption from competitive bid laws.
Section 11-89A-19 - Disposition of net earnings of authority.
Section 11-89A-20 - Bonds of authority as legal investments.
Section 11-89A-21 - Dissolution of authority; vesting of title to authority's property.
Section 11-89A-22 - Incorporation of another authority by same determining subdivision.
Section 11-89A-23 - Notice of bond resolution; contest to validity of bonds
Section 11-89A-24 - Cumulative effect of chapter.
Section 11-89A-25 - Liberal construction of chapter.

Some of the key provisions that are pertinent to Baldwin County in its review and consideration of forming an SWDA are outlined below. A full detailed copy of Title 11-89A Solid Waste Disposal Authorities is included in the Appendix.

Section 11-89A-4(8) – Requires the number of members of the board of directors of the authority, which shall be an odd number not less than three.

Section 11-89A-4 (8) The number of members of the board of directors of the authority, which shall be an odd number not less than three, the duration of their respective terms of office (which shall not be in excess of six years) and (subject to the provisions of Section 11-89A-6) the manner of their election or appointment;

This Section of Title 11-89A also outlines the process required to form an SWDA.

Section 11-89A-8 – outlines at least 20 statutory general powers of an SWDA. Nine (9) of these powers are *unique* to SWDAs and provide *unique* opportunities for SWDAs. They are outlined below:

Powers of authority; location of facilities of authority.

(a) Every authority shall have all of the powers necessary and convenient to carry out and effectuate the purposes and provisions of this chapter, including (without limiting the generality of the foregoing) the following powers:

(5) To acquire, whether by gift, purchase, transfer, foreclosure, lease, or otherwise, to construct and to expand, improve, operate, maintain, equip, and furnish one or more facilities, including all real and personal properties that its board may deem necessary in connection therewith, regardless of whether or not any such facility shall then be in existence and, if in existence, regardless of whether or not any such facility is then owned or leased by any person to which such facility may subsequently be sold or leased by such authority;

(6) To borrow money and to sell and issue bonds as hereinafter provided for any corporate use or purpose;

(7) To lease to any person or persons all or any part of any facility or facilities that are or are to be owned by it, to charge and collect rent therefore and to terminate any such lease upon the failure of the lessee to comply with any of the obligations thereof, all upon such terms and conditions as its board may deem advisable;

(8) To contract to sell, convey, or dispose of and to sell, convey, or dispose of all or any part of any recovered resource facility, and to contract to sell, convey, or dispose of all or any part of any recovered resources (including, but not limited to, the granting of options to purchase any recovered resources to any person), all for such consideration and upon such terms and conditions as its board may deem advisable;

(9) To enter into a contract or contracts with any person or persons granting to such person or persons the exclusive right to purchase or acquire from the authority any recovered resources or rights to recovered resources for such period as its board may deem advisable;

(12) To make, enter into, and execute such contracts, agreements, leases, and other instruments and to take such other actions as may be necessary or convenient to accomplish any purpose for which such authority was organized or to exercise any power expressly granted under this chapter;

(15) To appoint, employ, and contract with such employees and agents, including, but not limited to, architects, engineers, attorneys, accountants, financial experts, fiscal agents, and such other advisors, consultants, and agents as may in its judgment be necessary or desirable, and to fix their compensations;

(16) To enter into a management contract or contracts with any municipality, any county, or any person or persons for the management, supervision, or operation of all or any part of its facilities as may in the judgment of such authority be necessary or desirable in order to perform more efficiently or economically any function for which it may become responsible in the exercise of the powers conferred upon it by this chapter;

(20) To do any and all things necessary or convenient to carry out its purposes and to exercise its powers pursuant to the provisions of this chapter.

Section 11-89A-15 – Outlines cooperation, aid, and agreements from and with other bodies as follows:

(a) For the purpose of attaining the objectives of this chapter, any county, municipality, or other political subdivision, public corporation, agency, or instrumentality of the state, a county or municipality may, upon such terms and with or without consideration, as it may determine, do any or all of the following:

(1) Lend or donate money to any authority or perform services for the benefit thereof;

(2) Donate, sell, convey, transfer, lease, or grant to any authority, without the necessity of authorization at any election of qualified voters, any property of any kind;

(3) Do any and all things, whether or not specifically authorized in this section, not otherwise prohibited by law, that are necessary or convenient to aid and cooperate with any authority in attaining the objectives of this chapter;

Section 11-89A-18 – Provides exemption from competitive bid laws.

Any authority and all contracts made by it shall be exempt from the laws of the State of Alabama requiring competitive bids for any contract to be entered into by municipalities or public corporations authorized by them, including, but without limitation to, the provisions of Article 3 of Chapter 16 of Title 41

RECOMMENDED GOALS FOR AUTHORITY

- I. Establish an *integrated solid waste management* program that leads to long-term cost containment and savings along with program sustainability by developing an independent organization that is innovative and responsive to

needs of the community. The Authority would provide comprehensive, cost-effective solid waste management in an environmentally sound manner, incorporating state-of-the-art methods and technology, and educating the public on responsible waste management.

- II. Develop and implement for the County a hierarchy for solid waste management options in the order of preference as follows:
 - a) Source Reduction and Reuse
 - b) Recycling and Composting
 - c) Energy Recovery
 - d) Treatment and Disposal

- III. Develop a solid waste management infrastructure to fill needs identified in the County's Solid Waste Management Plan that are underserved by the private sector (e.g. recycling, material recovery etc.). Such infrastructure could be developed or expanded so that it can serve a larger regional area.

- IV. Implement and provide accountability for the County Solid Waste Management Plan with particular emphasis in the areas of:
 - a. Illegal Dumping Prevention and Clean-up
 - b. Litter Prevention and Clean-up
 - c. Waste Minimization
 - d. Recycling
 - e. Community Education and Involvement
 - f. Coordinating solid waste management plan requirements for new and expanded solid waste management facilities with ADEM, other counties/cities and planning entities
 - g. Coordinating pollution prevention programs with ADEM and other agencies

AUTHORITY FORMATION STEPS AND RECOMMENDATIONS

STEPS TO FORMING AUTHORITY:

1. The Baldwin County Commission adopts an authorizing resolution to form the Solid Waste Disposal Authority of Baldwin County.
2. The Baldwin County Commission files for recording in the office of the judge of probate of Baldwin County a certificate of incorporation. Upon the filing for record of the said certificate of incorporation and the documents required, the authority shall come into existence and shall constitute a public corporation under the name set forth in said certificate of incorporation. The judge of probate is required to send a notice to the Secretary of State that the certificate of incorporation of the authority has been filed for record.
3. The Baldwin County Commission appoints the Authority Commissioners within 30 days of filing of incorporation agreement.
4. Authority Board of Commissioners adopts Authority Bylaws, rules and regulations. The Board will also make certain filings and registrations required to conduct business and distinguish itself as a new legal entity (e. g. filing for new tax identifications, etc.).
5. Authority Board of Commissioners shall make the business decisions of Authority.

AUTHORITY FORMATION RECOMMENDATIONS

EBS' recommendations for Baldwin County to form a Solid Waste Management Authority are as follows:

If the Baldwin County decides to form a solid waste authority, EBS recommends the Board to form a solid waste authority as follows:

1. Establish a new Solid Waste Disposal Authority pursuant to the Title 11-89A.
2. Form a single member Authority with Baldwin County Commission as the only member.
3. Appoint three (3) commissioners to the Authority with terms of no more than 6 years. The initial terms of the Commissioners should be staggered to allow for continuity of Authority actions and management.
4. Hire an executive director or general manager with the required qualifications to manage the creation and development of the Authority.
5. Fund Authority operations by providing residential collection service to Baldwin County unincorporated areas as well as providing MSW and C&D disposal facilities for a fee per ton to public and private entities in Baldwin County.
6. Allow Authority to initially contract with Baldwin County for support services (i.e. payroll, operation and administration). As the Authority grows it will develop its own support services. The Authority will pay the County a management fee for the provision of the support services.
7. Allow the Authority to possess all powers, authority and flexibility accorded to it by the Title 11-89A including the ability to issue bonds and develop projects.
8. The Authority Board and Executive Director should evaluate other Goals and Objectives that are common to other solid waste authorities.

SUGGESTED OBJECTIVES

After the formation of the Authority and appointment of the Authority Board Members and Executive Director, the Authority should develop a path forward that is guided by its goals and objectives. An outline of a recommended goals and objectives for the Authority's consideration is as follows:

Objective - Integrated System of Solid Waste Management: A comprehensive, *integrated system of solid waste management* developed and managed by a solid waste disposal authority can achieve the specific service, health and safety, financial, environmental and institutional objectives for Baldwin County and its citizens.

Strategies to achieve this objective:

- Develop the *integrated system of solid waste management* in a manner that brings maximum benefit and public service to the citizens of the service area as a whole.
- Establish and maintain an ongoing planning and plan implementation process to meet current and future needs for the service area based on the state's adopted hierarchy of waste management strategies.
- Develop and maintain a comprehensive business plan approach to solid waste management and the planning process for the Baldwin County service area that meets State/Federal regulations, fulfills regional and local needs and priorities, and outlines a schedule of accomplishments and implementation program.
- Designate the BC SWDA as the legal implementing entity for the County Solid Waste Management Plan and incorporate into the Plan mechanisms to provide the opportunity for regional coordination of local member

government solid waste management programs and activities under the County Solid Waste Management Plan.

- Designate specific responsibilities for the BC SWDA to implement programs and activities that meet the waste management needs and requirements of the County Solid Waste Management Plan.
- Be the responsible entity for broad, multi-governmental, long-range comprehensive planning and policy development.
- Provide intergovernmental procedures and processes to effectively implement and maintain the County Solid Waste Management Plan, including delineation of incremental stages toward meeting the regional solid waste management objectives and provisions for major updates that, at a minimum, meet all schedules for completion established by State regulations.
- Receive and record state required information on all closed, active or proposed solid waste disposal, treatment and storage facilities and collection systems;
- Collect, maintain and report data required to meet state regulations on source reduction activities and on the amount of solid waste of each type (residential, commercial and industrial, including principal and supplemental recyclable materials) generated, disposed, reused, recycled and exchanged within the service area;
- Provide for coordination among public and private sector solid waste management activities within the regional solid waste management planning process.

- Monitor legislative initiatives that would assist in meeting state planning regulations and waste management goals, or further the objectives of the Authority and local governments in regional waste management.
- Provide in the planning process an evaluation of the potential economic impacts on the private and public sectors of various regional solid waste management alternatives.
- Engage in continuous contact with the Solid Waste Management industry in the areas of emerging technology and solid waste management techniques, so that the BC SWDA members may have access to new industry developments and standards.
- Recognize the increased urbanization of the Baldwin County area and evaluate opportunities to provide waste management services to municipalities in the County as their service level needs are expanded.

Objective - Continuous Improvement of Services: To assist in meeting the solid waste management needs of the Baldwin County service area and its citizens in an efficient, cost-effective, reliable and equitable manner, while providing adequate flexibility in meeting changing needs and market conditions needs while integrating new and innovative processes.

Strategies to achieve this objective:

Support a regional solid waste management planning process, which is based on the EPA's hierarchy of strategies pursued in the following order of priority:

1. Source Reduction and Reuse
2. Recycling and Composting
3. Energy Recovery (formerly “combustion”)

4. Treatment and Disposal

- Maintain disposal capacity assurance for MSW and C&D disposal for Baldwin County and all of its municipalities at Authority owned or controlled landfills and in coordination with other public and private entities with landfills.
- Develop long-term waste stream flows to Authority owned or controlled solid waste processing and disposal facilities.
- Encourage and support organizations that coordinate, facilitate and promote local solid waste management efforts and provide leadership in establishing and administering regional recycling and disposal activities.
- Regularly evaluate and monitor the waste management facilities and systems within the service area, so as to maintain compliance with federal and state regulations and standards, regularly refine the systems and remedy problems, maximize the use of existing facilities, test new options and integrate workable innovations into the regional system.
- Develop, support and encourage public and private partnerships in meeting solid waste management needs.
- Promote and support private sector participation in meeting waste management needs; incorporate existing private recycling operations into long-term planning; and encourage expansion of private operations as practical, consistent with the objectives and policies of the Solid Waste Management Plan.
- Develop and promote intergovernmental solutions to meeting the service area's and local jurisdictions' solid waste management needs that are equitable in terms of sharing the costs, risks and benefits among local

jurisdictions and private sector waste management interests within the service area.

- Promote regional and local strategies that secure adequate public and private financial resources for meeting local and regional solid waste management needs.
- Provide or support an existing forum where municipal jurisdictions can have contact with adjoining localities, for the purpose of exploring additional opportunities to provide solid waste management programs in the most efficient manner.
- Continue to research and bring forth modern and innovative programs/systems for handling non-routine or emergency solid waste management needs.

Objective - Recycling Goals: To continue to meet or exceed the state mandated recycling goals for the Service Area.

Strategies to achieve this objective:

- Provide cost-effective mechanisms for the collection and disposal of residential solid waste as well as reuse, recycling and/or disposal of residential, commercial, and industrial solid waste and waste from other sources.
- Provide cost-effective mechanisms for the disposal or recycling/reuse of special wastes associated with unique disposal considerations, such as white goods, yard wastes, batteries, used tires, used motor oil, household hazardous wastes, stumps and land-clearing debris, construction debris, mining wastes, agricultural wastes, sludge, ash, inoperable vehicles and spill residues.

- Support local government in-house source reduction and recycling activities, as well as waste collection and disposal programs.
- Provide information to Baldwin County citizens and municipalities on alternative systems and techniques of recycling to reduce the amount of waste requiring disposal by other means.
- Promote efforts to achieve resource conservation and save landfill space.

Objective - Public Support: To secure maximum public support for the regional solid waste planning and implementation process through public participation and education programs.

Strategies to achieve this objective:

- Establish or support existing effective public education and information programs for schools, businesses and industries, public and private agencies and the general public.
- Coordinate solid waste management education and promotional programs with those of the local, state, other public and private agencies and industry.
- Become a resource for solid waste information for utilization by agencies, businesses, and the general public. Identify creative mechanisms for converting solid waste materials into goods for productive use for businesses or industries in the regional area.
- Reduce the improper disposal and littering of wastes through education, the involvement of volunteers, local governments, law enforcement, and other efforts. The Baldwin County Commission should authorize and empower the

Authority Executive Director to have the authority to enhance the County's illegal dumping program to the fullest extent allowed by law.

- In an effort to eliminate or prevent illegal dumping in Baldwin County, coordinate and contract when necessary with the appropriate regulatory entities.
- Identify alternatives in the planning process that cause the least environmental damage in terms of adverse ecosystem and habitat changes, and negative impacts on natural, historical, cultural, recreational, and aesthetic resources.

ECONOMICS

FUNDING

The capital needs for the authority should come from user fees (solid waste collection and disposal), grants, bond proceeds or other commercial sources. The method and structure of financing will be dependent on a variety of factors based on the final business plans developed by the Authority. The Authority revenues should come entirely from grants, user fees and proceeds from commodity sales. The Authority is an independent organization and solely responsible for its debts and expenses. The Authority should not be an entity reliant on County millage or other taxes.

CLOSING SUMMARY

Baldwin County Commission and the Baldwin County Solid Waste Department are to be commended on their accomplishments of providing citizens stable and reliable solid waste collection and disposal services at an economical cost. The next step for

Baldwin County would be to allow the solid waste management programs to reach another level toward their full potential by allowing the programs to optimize their existing strengths and assets. In order to facilitate this next step, the solid waste management programs need the ability to function more as a private company or business might operate especially in regard to long-term planning, contracting and development. From a business plan approach, a successful program is a program that:

- 1) meets or exceeds the needs and expectations of its customer base, and
- 2) involves a series of investments and returns of those investments that are both economically feasible and self-sustaining without additional tax revenues.

The Alabama Solid Waste Disposal Authority legislation provides an excellent tool for this purpose. It would allow the management of the solid waste programs to have the flexibility to adjust to ever changing market conditions like a private company but without the profit margin motivation plus the accountability of a public entity.

Advantages of a solid waste authority:

- Long-term low-cost provider of solid waste services
- Pricing stability long-term
- Capacity assurance long-term for MSW and C&D disposal volumes
- Development of an integrated system of waste collection, processing and disposal
- Ability to take advantage of cutting edge and innovative waste-to-energy (WTE) technologies that are economically unfeasible for Baldwin County by itself
- Continuous waste stream assurance for disposal and waste processing strategies and facilities.

- Accountability and empowerment to control community waste related programs such as illegal dumping
- Ability to take advantage of modern state-of-the-art technologies without reliance on the private sector
- Strengthen opportunities for solid waste related matching grants and loans by pooling revenue and spreading costs
- Development of sustainable recycling and processing services
- Uniform fees for authority customers
- Service motivated, not profit motivated
- Greater attention to pollution prevention programs (i.e. illegal dumping and anti-litter)

The future success of solid waste management in Baldwin County relies on the implementation of programs designed to minimize the County's dependence on disposal and to increase efforts to reduce, reuse and recycle. Without a change of focus to these areas, Baldwin County will continue to meet its solid waste management needs through disposal. To continue the long term viability of this path, significant increases in resources must be devoted to the regulatory oversight of both permitted landfills and to the closure of illegal solid waste dumps. Public education and political support at the County and municipal level is necessary for an emphasis on waste minimization, recycling and modern waste processing.



Baldwin County Commission

Agenda Action Form

File #: 19-1497, **Version:** 1

Item #: E3

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Suzanne Doughty, Senior Accountant

ITEM TITLE

Baldwin County Solid Waste Policies

STAFF RECOMMENDATION

For Discussion and Consideration:

The following Baldwin County Commission (Environmental Management Department) Policies:

1. Adopt Revised Policy 7.2 - Collection of Garbage in Unincorporated Areas within Baldwin County which have 4 (Four) or More Residential Units; and
2. Adopt Resolution #2019-122, which approves the revision of Policy 7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Late Fees; and
3. Adopt Revised Policy 7.6 - Solid Waste Residential Garbage Service Rates and Late Fees; and
4. Review Policy 7.8 - Litter Patrol Service Request Procedures; and
5. Abolish Policy 7.9 - Solid Waste Residential Garbage Customer Payment Plan Agreement; and
6. Adopt Policy 7.10 - Solid Waste Residential Cart Policy.

BACKGROUND INFORMATION

Previous Commission action/date: Various

Background:

BCC Policy 7.2 - Establishes the guidelines for the collection of garbage in unincorporated areas within Baldwin County, for owners of properties which have four or more residential units on the same property (condominiums, apartments, mobile homes, RV parks, etc.). The policy revision gives the Solid Waste Officer the authority to require owners of properties which have four or more residential units on the same property, by written notice, to rent additional Baldwin County containers beyond the minimums defined in the policy as necessary to ensure sufficient container capacity to contain all

garbage generated from the aforementioned units. Also, references to specific requests regarding BCC Policy 7.1 - Bulky Waste, White Goods, and Yard Waste Pick Up have been removed as all four or more defined residential units will have the same access to Bulky, White Goods, Light Construction and Yard Waste pickups as defined in current BCC Policy 7.1 - Bulky Waste, White Goods and Yard Waste Pick Up for Residential Customers of the Baldwin County Solid Waste Department.

BCC Policy 7.4 - Solid Waste Landfill Tipping Fees and Commercial Account Fees. The updated policy allows Commercial customers to dispose of paint and specifies pricing for disposal of such. Also, the policy establishes a rate for disposal of Commercial E-Waste (electronic waste). This rate will ensure that any additional processing and operational expense necessary for hauling, recycling and/or profiling for proper disposal of electronic waste is accounted for.

BCC Policy 7.6 - Solid Waste Residential Garbage Deposit Fee, Solid Waste Residential Service Rates, Solid Waste Residential Garbage Account Late Fees provides for the establishment of a Solid Waste Residential Garbage Deposit Fee requirement as well as Solid Waste Residential Garbage Services Rates and Late Fees for the Solid Waste Residential Accounts. The policy revision eliminates the requirement for a Residential Garbage Deposit Fee. Upon departmental review of the policy we determined that the thirty dollar (\$30.00) deposit requirement isn't beneficial in many cases and since participation in garbage service is mandatory eliminating the deposit requirement will make the process of establishing service easier on the customer. Return current Deposits on Hold (approximately \$390,000) as credit adjustments to individual customer accounts and submit any necessary refund requests to Accounts Payable.

BCC Policy 7.8 - Litter Patrol Service Request Procedures establishes rates and procedures for the Litter Patrol Crews in the Solid Waste Department to charge and operate under when addressing service requests from other government offices beyond those of the Baldwin County Commission Departments. This policy is not currently being utilized but due to recent organization and in-kind service agreements between the Baldwin County Commission and Baldwin County Solid Waste this policy should be reconsidered.

BCC Policy 7.9 - Solid Waste Residential Garbage Customer Payment Plan Agreement provides procedures and guidelines for Baldwin County Solid Waste Department to enter into a written agreement (Customer Payment Plan Agreement) with a Solid Waste Residential customer who is delinquent on their garbage account. Upon review of the policy we feel a written agreement is not necessary to reach a payment arrangement to help a customer bring their garbage account current in a timely manner. These less formal arrangements or promises to pay can be made verbally which helps reduce paperwork and also fosters good customer relations. Recommendation is to abolish this policy.

BCC Policy 7.10 - Solid Waste Residential Cart Policy is a new policy based on Resolution #2017-020 which will outline the guidelines for county issued garbage carts as well as the use of personal compatible carts as an additional garbage receptacle. During the January 19, 2016, Baldwin County Commission Regular Meeting, Resolution #2016-010 was adopted which approved revised Baldwin County Policy 7.6 which allowed for Baldwin County Solid Waste to begin standardized cart deployment by providing every residential collections customer with a Baldwin County issued cart as part of their service at no additional charge. The intent of the policy revision was to help make the

garbage collection process more automated, safe and efficient in preparation for putting one-arm side load trucks into service. As we move forward with deploying additional one-arm side load trucks we need to establish clear guidelines for placement and storage of Baldwin County issued carts (see BCC Policy 7.10 Attachment 1 - *Proper Placement Flyer Automated Collection*) as well as the requirements and procedures necessary to approve the use of personal cart(s) as a second compatible cart (see BCC Policy 7.10 Attachment 2 - *Personal Compatible Cart Agreement 11/2017*). This is a departmental form for in-house recordkeeping only.

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: Terri Graham, Development and Environmental Director
Suzanne Doughty, Senior Accountant

Action required (list contact persons/addresses if documents are to be mailed or emailed):
Suzanne Doughty, Senior Accountant will begin reviewing Residential Deposits on Hold currently recorded as a liability (Fund 511) and will begin the process of returning deposits on hold to individual customer accounts (approximately 13,000 accounts in total) by system credit adjustment as soon as

policy revision is approved. Provide Accounting with monthly liability true-up for deposits on hold to reflect the deposit returns and account for revenue accordingly. Subsequently, submit any necessary refund check requests to Accounts Payable during first quarter of Fiscal Year 2020 (October - December 2019).

Additional instructions/notes: N/A

STATE OF ALABAMA)
COUNTY OF BALDWIN)

RESOLUTION #2017-020
OF THE
BALDWIN COUNTY COMMISSION

WHEREAS, THE BALDWIN COUNTY COMMISSION IS COMMITTED TO PROTECTING THE HEALTH, WELFARE, AND PUBLIC SAFETY OF THE BALDWIN COUNTY CITIZENS, AND THE BALDWIN COUNTY COMMISSION HAS ADOPTED THESE REGULATIONS TO REQUIRE ALL RESIDENCES IN THE UNINCORPORATED AREAS OF THE COUNTY TO PARTICIPATE IN A PROGRAM OF SOLID WASTE COLLECTION AND TO REGULATE THE OPERATION OF THAT PROGRAM.

BALDWIN COUNTY SOLID WASTE REGULATIONS

SECTION 1 – DEFINITIONS

1. “Approved Residential Collection Service” means a residential solid waste collection service operated by Baldwin County or an entity granted a collection service franchise by the Baldwin County Commission.
2. “Bulky Waste” means furniture, appliances, mattresses, carpet, and auto tires.
3. “Clean Debris” means any waste which is virtually inert and which is not a pollution threat to ground water or surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal and use, including uncontaminated concrete with embedded pipe or steel, brick, glass, ceramics, and other wastes designated by the Department.
4. “Business” means all commercial establishments, including, but not limited to, motels, hotels, apartments, trailer parks, stores, office buildings, restaurants, service stations and garages, laundries and cleaning establishments, industrial establishments, and all other places not classified as residential that produce or accumulate Solid Waste, including adjacent unimproved property.
5. “Commission” means the County Commission of Baldwin County, Alabama.
6. “Construction and Demolition Waste” means materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt, roofing material, pipe, gypsum wallboard, and lumber, from a construction or demolition project and including rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing.

Mixing of Construction and Demolition Debris with other types of Solid Waste, including material from a construction or demolition site which is not from the actual construction or destruction of a structure, will cause it to be classified as other than Construction and Demolition Debris.

7. "Container" means an enclosed container usually constructed of metal with a close fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department, which is used to store large volumes of Solid Waste for collection. An approved container must be serviced by mechanical equipment.
8. "Container Service Franchise" means a licensed waste hauling Service Company that provides approved waste containers and the related waste hauling service and has been granted a franchise by the County Commission to serve customers in Baldwin County.
9. "Department" means the Baldwin County Solid Waste Department.
10. "Designated Disposal Facility" means the Magnolia Landfill located in the County, or any other Solid Waste Facility or Solid Waste Management Facility so designated by the Baldwin County Commission in writing.
11. "Garbage" means putrescible animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food, including, but not limited to, waste from markets, storage facilities, handling and sale of produce and other food products and excepting such materials that may be serviced by garbage grinders and handled as household sewage, trimmings and other discarded matter from meat or produce, including packaging materials and containers and other refuse as defined by rules of the Department (see "Putrescible Waste").
12. "Four or More Accounts" mean residential units such as: condominiums, apartments, mobile homes, and RV parks.
13. "Garbage Can" means a closed container for storage of residential waste and rubbish which meets the requirements of the Baldwin County Solid Waste Regulations as stated in its Policy Manual and includes wheeled containers provided to customers for storage and collection of residential solid waste by the county. See ADPH Admin. Code 420-3-5-.10 Solid Waste Storage. Baldwin County Solid Waste is not responsible for damage to personal cans or carts.
14. "Hazardous Waste" means a Solid Waste, or combination of Solid Wastes, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

15. "Owner" means Person or Persons or Entity or Entities, according to the records of Baldwin County Revenue Commissioner and/or the records in the Office of the Judge of Probate of Baldwin County, Alabama, owning an occupied property which generates Solid Waste. Such person or persons or entity or entities shall be responsible for enrolling an occupied property in the County's solid waste disposal program with an Approved Collection Service and shall be jointly and severally responsible for payment of all solid waste fees incurred by residents or occupants of the Owner's property.
16. "Policy Manual" means the applicable sections of the Baldwin County Policies and Procedures Manual as amended from time to time.
17. "Putrescible Waste" means food waste or garbage that will rot or decay producing foul odors or attract vermin. Putrescible waste includes containers that are contaminated by such waste.
18. "Qualifying Non-Residential Customer" means small businesses, nonprofit organizations, and government agencies whose weekly waste generation is less than three 35-gallon garbage cans.
19. "Recyclable Material" means those materials which are suitable for recycling, which have undergone source separation, and which would otherwise be disposed of as Solid Waste.
20. "Residential Unit" means a dwelling within the unincorporated areas of the County occupied by a person or group of persons comprising not more than four families. A condominium dwelling consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.
21. "Residential Waste" means Garbage, Rubbish, and Recyclable Materials resulting from the normal housekeeping activities of a Residential Unit.
22. "Rubbish" means nonputrescible solid waste, excluding ashes, consisting of both combustible and noncombustible waste. Combustible waste includes paper, rags, cartons, wood, furniture, rubber, plastics, yard trimmings, leaves and similar materials. Noncombustible waste includes glass, crockery, metals, cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures, not less than 1600 degrees F.
23. "Solid Waste" means all putrescible and nonputrescible discarded materials, except household sewage and livestock and poultry wastes, including, but not limited to, garbage, rubbish, scrap tires, offal, abandoned automobiles and such industrial wastes as are not controlled by other agencies. For the purposes of these regulations, all material declared by the Customer's word or deemed to be destined for final disposal or requiring alteration or modification before reuse, is deemed to be Solid Waste until otherwise declared by the Department.
24. "Special Services" means any Solid Waste collection and/or disposal services which require services beyond the minimum requirements of a waste collection agreement.
25. "Special Wastes" means Solid Waste that requires special handling and management,

including, but not limited to, whole tires, used oil, lead acid batteries, and Biological Wastes.

26. "Vector" means an organism that is capable of carrying or transmitting a human pathogen, or human disease-causing agent, from one host to another.
27. "Vermin" means any of small various animals or insects that are destructive, annoying or injurious to health, including, but not limited to, flies, cockroaches, rats, foxes and weasels.
28. "White Goods" means refrigerators, ranges, water heaters, freezers, and other large appliances.
29. "Yard Waste" means material resulting from landscape maintenance, including, but not limited to, grass clippings, leaves, twigs, etc., and material resulting from land-clearing operations.

SECTION 2 – MANDATORY PARTICIPATION

1. Every Owner, person, household, business, industry or property, including but not limited to, every property with an E911 address, shall subscribe to an approved collection service unless granted a certificate of exception.
 - (A) Residential units shall subscribe to an approved residential collection service.
 - (B) Qualifying non-residential customers may subscribe to an approved residential collection service or to a franchised container service.
 - (C) Owners of "four or more account" properties shall subscribe to an approved collection service and follow Baldwin County Commission Policy #7.2 as outlined in the Baldwin County Commission Policy and Procedures Manual.
 - (D) All other waste generators must subscribe to a franchised container service.
 - (E) Only approved collection services may provide residential garbage collection service in the unincorporated areas of Baldwin County.
 - (F) All occupied residences must subscribe to an approved collection service unless granted a certificate of exception. The fact that any Residential Unit is occupied shall be prima facie evidence that Solid Waste is being produced and accumulated upon the premises thereof.
 - (G) Certificate of Exception, (Haul-Your-Own Certificate).

No owner, resident or household shall transport their own solid waste for handling or disposal until such household has made application for and received a Certificate of Exception from the Baldwin County Commission. The Baldwin County Health Department may issue the exception for households, but may not issue the exception for businesses or industries as are enumerated in Ala. Code Section 22-27-3 (1975), as amended. The applicant shall meet the following criteria:

1. The application shall be made on forms provided by the Baldwin County Health Department.

- a. The application shall be accompanied by a written plan for the transportation of the household's solid waste, including, but not limited to, the method and frequency of transportation, the name and location of the facility to be used, and written verification that such facility agrees to accept the applicant's waste.
 - b. Solid waste containing garbage shall be transported at least weekly and shall be deposited at a facility approved to receive such waste.
 - c. Solid waste shall be stored and transported in a manner that will not create a public nuisance and will prevent the leakage, spilling, or escape of solid, semi-solid, or liquid wastes.
 - d. The certificate holder shall promptly retrieve or remove any waste materials that leaked, spilled, or escaped during storage or transportation, and deposit such waste at an approved facility.
 - e. The certificate holder shall obtain a receipt for each deposit of solid waste.
2. Said receipts shall be maintained for at least two (2) years from the date of issue and shall be made available to the Local Health Officer upon request.
3. Each receipt for deposit of solid waste shall give the name and location of the facility used and the date of deposit.
4. Certificate of Exception issued by the Baldwin County Health Department approved by the Baldwin County Commission.

A person, household, business, industry, or property owner may store, haul and dispose of their own solid waste on their land or dispose of it in a designated disposal facility, provided they have received a certificate of exemption (Haul-Your-Own Certificate) issued by the County Health Officer. The County Environmental and Community Department will receive and screen applications for the State Health Department. Certificates of exemption must be approved by the Baldwin County Commission before being issued.

To receive a Certificate of Exception, the applicant must prepare a haulage and disposal plan which sets out the proposed method of storing, hauling, and disposing of the solid waste so as to comply with rules and regulations adopted by the State and County and so as not to create a public nuisance or hazard to public health.

(H) Less than Once Per Week Haul-Your-Own

State Health Department rules prohibit holders of a certificate of exemption from storing putrescible waste for more than 7 days. To enforce this rule, certificate holders are expected to make weekly trips to the landfill. Where a household generates a very small quantity of putrescible waste and occupant has secured a waste hauling permit, he may apply to the County for a variance to the once per week disposal requirement. Examples include home compost makers and those who feed waste to domestic animals. Such variances will be considered on a case by case basis after a review of the applicant's haulage and disposal plan and an interview which may include an onsite inspection.

(I) Shared Service

- a. Subject to all applicable rules and regulations, exclusion from a full coverage collection program may be renewable annually; however, such exclusion is non-transferable from one person to another. In addition, if the collector discontinues service and is not replaced by another collector who agrees to collect the combined waste, the sharing activity is no longer valid.
- b. Persons who request to be excluded from participating in a full coverage collection program due to shared service, shall provide documentation to the Local Health Officer that their activity satisfies the following criteria which define shared service, which shall be used in determining if an activity is shared service:
 1. Said person did mutually agree with other person(s) to combine their solid waste for collection, and began such activity at least six months prior to the implementation of the full coverage collection program.
 2. All persons under such agreement were located within the same governing body's collection jurisdiction.
 3. All persons under such agreement were sharing in the cost of the solid waste collection, pursuant to the agreement between them.
 4. Collection of the solid waste was accomplished pursuant to an agreement with an approved collector, in a manner approved by the Local Health Officer.
 5. The applicant must provide documentation that the collector was aware, at least six months prior to implementation of the full coverage collection program that the service was being shared, and said collector did agree to collect the combined solid waste for the single price charged.
 6. The solid waste being combined was generated on properties which are located adjacent to each other, and do not require the transportation of the solid waste either offsite or to other properties other than those located immediately adjacent to the property on which the waste was generated.

SECTION 3 – GARBAGE CANS AND CONTAINERS

1. All solid waste which is not bundled must be placed in an approved container or garbage can.
2. Commercial Containers will be leak proof. Containers shall be maintained in a clean condition, and the area around the container shall be kept litter free.
3. Approved Garbage can means a rollable plastic container with hinged lids of durable construction suitable for mechanized collection approved by the Solid Waste Officer. Approved Garbage cans shall have tight fitting lids and shall be kept closed when placed for collection. Garbage cans shall be maintained in good condition. Any Garbage can that does not conform with the regulations or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working with or around the can, must be promptly repaired or replaced upon receipt of notice to that effect.

SECTION 4 – BUNDLED WASTE AND BULKY WASTE

1. Residential waste which does not fit into a Garbage can shall be bundled as outlined in the Baldwin County Commission Policy and Procedures Manual Policy #7.1. Bundles shall be bound securely together so as to avoid disintegration or spillage when lifted or moved.

2. The Department will collect White Goods and Bulky Waste from residential units on a call for service basis as described in the Baldwin County Commission Policy and Procedures Manual Policy #7.1. This service is provided for waste generated from the residential use of the property and does not include waste generated by home businesses.

SECTION 5 – RECYCLING PROGRAM

All waste generators are encouraged to participate in Baldwin County's voluntary recycling program. The County maintains recycling drop-off centers throughout the County for collection of recyclable materials. Future recycling program activities will be implemented in stages across the County.

SECTION 6 – COLLECTION SERVICE AND CONTAINER PLACEMENT

Residential collection service will be provided along all County maintained roads and along all other roads in the unincorporated area which can be safely traveled by a collection vehicle as determined by the County.

1. Garbage cans, bundles, recyclable materials, white goods, waste automobile tires and bulky waste for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer. Materials left for collection shall be placed upon the portion of the public right-of-way fronting along the Customer's property immediately adjacent to the traveled, graded or paved portion thereof, but off the shoulder of the roadway, where it can be easily accessible for inspection and collection.
2. At no time shall any Garbage cans or materials left for collection, be placed on or within the traveled, graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks.
3. Garbage cans for Residential Waste Collection Service shall be placed after 5:00 p.m. of the day before scheduled collection, but in no case shall receptacles remain at the curb later than 8:00 p.m. on the scheduled day of collection.
4. Customers not wishing to place garbage cans or bundles at the designated location shall contract with the county operated service or with an approved collector for collection and disposal of Solid Waste as a Special Service.
5. Any garbage can left for collection which does not comply with the County's rules shall not be emptied by the collector. The collector will cause such garbage cans to be clearly marked specifying the manner they fail to meet the approved standards.
6. The Department is authorized to grant exception to these container placement rules to Customers with residences on roads which cannot be safely traveled by collection vehicles and to grant exceptions to the container placement time rule to customers who cannot reasonably comply.

SECTION 7 – EXCLUDED WASTE

Baldwin County's waste collection system and franchises do not cover construction and demolition debris, liquid waste, hazardous waste, medical waste or other special wastes. Waste generators are responsible for disposing of these wastes in a manner which meets all federal and state

requirements.

SECTION 8 – ONLY WASTE GENERATED ON PREMISES COLLECTED

Residential collection service customers shall not place any waste out for collection which was not generated at the residential unit subscribing to the collection services.

SECTION 9 – SERVICE FEES AND CUSTOMERS EXEMPT FROM SERVICE FEES

1. The fee for collection service will be established on an annual basis by the Solid Waste Department and approved by the Commission. Each residential unit will pay a collection fee as outlined in Policy #7.6 in the Baldwin County Commission Policy and Procedure Manual, unless granted a certificate of exemption, or unless exempted from payment by one of the following exceptions. The Owner of a property shall be jointly and severally liable for the fee for collection service for the Owner and any person, household, business or industry generating solid wastes, garbage or ash on the Owner's property.

2. State Social Security Exemption:

Social Security Exemption – The exemption shall apply only so long as the household's sole source of income is Social Security and shall be requested no later than the first billing date of any year in which the exemption is desired in accordance with the Code of Alabama, 1975, Section 22-27-3(a) (3), as the same may be amended from time to time. Sole source of income may include Social Security, SSI Benefits, VA Benefits or any combination thereof. Proof of income must be SSA- 1099 and prior year 1040 tax return or three (3) months bank statements, unless additional information is required by the Solid Waste Officer or the County Commission or its designee. If any member of the household has any income other than a combination of Social Security, SSI Benefits, and VA Benefits, the entire household is deemed ineligible for the Social Security exemption. Social Security exemptions cannot be granted unless the request for exemption and proof of income is presented to the County no later than the first billing date of the year the exemption is requested. An administrative grace period will be granted until February 28th of each year. Any changes or updates to this exemption can be found in The Baldwin County Commission's Policy and Procedures Manual, Policy #7.6 or the ADPH Administrative Code 420-3-5-.08 Social Security Benefits Exemption.

3. The County Commission allows the following exemptions from full or partial payment of fees associated with garbage collection service:

(A) Low Income Exemption – The exemption shall apply only so long as the household total income does not exceed 75% of the federal poverty level pursuant to Code of Alabama, 1975, Section 22-27-3(a) (3), as the same may be amended from time to time. The Alabama Legislature approved Act No. 2000-336 which authorized Baldwin County to allow the Baldwin County Commission to grant this exemption. If denied, the Head of Household can only apply every six (6) months. If approved, the exemption is only good for six (6) months. If it is found that the Head of Household or household members have provided false information, the head of household will be back billed for any provided services and will not be allowed to reapply for the exemption, and the Head of Household or household members may be subject to additional penalties as set forth in

applicable laws, rules or regulations.

- (B) Local Baldwin County Social Security Interest/Dividend Income Exemption – Any person applying for the Social Security Exemption set forth above but who is disqualified because said person has received interest/dividends income, said person otherwise meeting all other requirements for the Social Security Exemption, shall be entitled to receive the Local Baldwin County Social Security Interest/Dividend Income Exemption, as long as the interest/dividend income received does not exceed \$25.00 per year.
- (C) Vacancy Exemption. Vacant accounts are properties in which no one resides or no business is being operated or conducted, and the buildings or facilities located on the property are vacant. This could be for a number of reasons which include:
1. The property has been deemed uninhabitable;
 2. No one is residing at the residence or no business is operating, and the building or facilities located on the property are vacant;
 3. The owner or resident has passed away, and no one is living at the home at the present time; or
 4. The property is either up for sale or rent, and no one is currently living there. At the end of the time frame approved in the vacancy exemption, they will either need to fill out another vacancy form, or the account will be billed to property owner.
- (D) Seasonally occupied homes may apply for seasonal collection service. The fee for seasonal service will be established annually and stated in the approved Baldwin County Commission Policy and Procedure Manual, Policy #7.6.
- (E) Dumpster Exemption. Where the owner of a business has a garbage service dumpster at the business location and the owner's primary residence is immediately adjacent to the Owner's business, the Owner may dispose of household waste in that business' dumpster and be exempted from payment for his residential unit. A copy of the contract must be submitted with their exemption form. Dumpster exemptions must be renewed annually.
- (F) Volunteer Fire Departments – Volunteer fire departments are exempt from payment of services provided by the County's Solid Waste Department under Alabama Code Section 40-9-13(a) (1975).
- (G) Search and Rescue Units/Squads – Voluntary nonprofit search and rescue units or squads which are operated as a public service for the benefit of the citizens of Baldwin County, and as approved by the Baldwin County Commission in accordance with Section 45-2-142.01 of the Code of Alabama 1975, are exempt from payment of services by the County's Solid Waste Department.

Residents who qualify for these exemptions will subscribe to the County's residential collection service and then apply to the County's Solid Waste Department for said exemption. Upon approval,

the resident shall be removed from the billing list. If the application is disapproved, the collection service will bill the resident for service provided. All exemptions, or Certificates of Exception, must be renewed on an annual basis.

SECTION 10 – OTHER FEES

1. The County will provide roll-out containers as outlined in the approved Baldwin County Commission Policy and Procedure Manual.
2. Special Services will be provided to customers who qualify for a fee in addition to the charge for basic service.

(A) Handicapped residents in residential units where no one is physically able to bring the household garbage to the curbside will be provided special services at no charge.

3. Neighborhoods which request twice a week collection service will pay an additional fee for additional services.
4. The County Commission will approve charges for other special services requested by customers.

SECTION 11 – MISCELLANEOUS

1. The department will establish and maintain a list of all residential units in the unincorporated area which will serve as the customer billing list for the collection service.
2. Billing will be established as outlined in the Policy and Procedure Manual.
3. The Clerk/Treasurer will establish an enterprise fund separate from the Environmental Enterprise Fund to account for all operations of the Collection Service.
4. Customers are responsible for keeping their dogs confined so that collection personnel can safely empty garbage cans.

SECTION 12 – ENFORCEMENT

County staff will assure that every Owner, household, residence, business, industry, or property generating solid waste, subscribes to an approved collection service or is granted a certificate of exemption. Whenever possible, staff will attempt to make personal contact with property owners and residents to encourage them to subscribe to the service or to get a certificate of exception. Formal enforcement procedures will be used in instances where there has been a failure to subscribe to the service or to receive a certificate of exemption.

1. Failure of an Owner, household, residence, business, industry, or property generating solid waste to subscribe to an approved collection service may result in formal enforcement procedures. Failure to participate shall constitute, but is not limited to, solid waste being transported and disposed in violation of these regulations and in violation of any in state and federal environmental laws, rules or regulations.
2. County staff will investigate each such violation.

3. SHOW CAUSE HEARING

The Baldwin County Solid Waste Officer will issue a Citation to Appear for a Show Cause Hearing to the “failure to participate” households, owner, resident, person, business, industry or entity. The Citation will be sent by certified mail or served in person to the apparent violator.

The Citation will explain that the purpose of the hearing is to allow the apparent violator to show that they are taking part in the mandatory participation program and that they should not be summoned to court for violating the solid waste disposal law.

The Citation will include a summary of the law and County solid waste regulations which are the subject of the violations.

The Citation will specify the time, place, and date of the hearing.

The hearings will be conducted at a Satellite Courthouse or at the Bay Minette Court House.

The hearing will be conducted by a County Solid Waste Officer appointed by the County Commission.

A second staff member will be present in the room to take notes and assist with the hearing.

The hearing will consist of the following sequence:

The Solid Waste Officer will review the solid waste disposal law, the county mandatory participation program, and information about the apparent violation.

The apparent violator will have an opportunity to show why they should not be considered in violation of the regulations.

If the Solid Waste Officer determines that the apparent violator is not taking part in the mandatory participation program, the Solid Waste Officer will set a deadline for the household, owner, resident, person, business, industry or entity either to subscribe to the collection service or to receive a Certificate of Exception.

The Solid Waste Officer will explain that, if action is not taken to participate in the program by the deadline, the Solid Waste Officer will confer with the District Attorney’s office about issuing a summons to court for violation.

4. COURT CASE

If an apparent violator is still not participating in the program after the deadline set at a show cause hearing, the Solid Waste Officer will prepare a case file summarizing known facts and include all supporting documents.

The Solid Waste Officer will review the case file with the District Attorney’s staff, and jointly, they will decide whether the case meets the requirements for prosecution and whether a summons should be issued.

If the decision is made that a case should be taken to Court, the Solid Waste Officer will sign the complaint.

The Clerk of Court will set a court date and issue a summons.

The District Attorney's Office will prosecute the case. The Solid Waste Officer and County staff will provide any assistance requested by the District Attorney.

5. CIVIL ACTION

In addition, the County Commission may authorize the County Attorney to file a civil action for collection of delinquent collection service fee.

6. REPEALER CLAUSE

Resolution #2016-010, adopted at the January 19, 2016, regular meeting is hereby repealed.

7. SEVERABILITY CLAUSE

If any part, section or subdivision of this Resolution shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Resolution, which shall continue in full force and effect notwithstanding such holding.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 1st day of November, 2016.

Commissioner T. Christopher Elliott,
Chairman

ATTEST:

Ronald J. Cink, County Administrator

STATE OF ALABAMA)

COUNTY OF BALDWIN)

**RESOLUTION #2019-122
OF THE
BALDWIN COUNTY COMMISSION**

**PROVIDING FOR SOLID WASTE LANDFILL TIPPING FEES AND
COMMERCIAL ACCOUNT LATE FEES, SPECIFICALLY AMENDING A BALDWIN
COUNTY COMMISSION POLICY RELATED THERETO TO ACCOMPLISH THE
SAME.**

WHEREAS, Baldwin County Commission Policy #7.4 provides for the processes/procedures related to Solid Waste Landfill Tipping Fees and Commercial Account Late Fees; and

WHEREAS, the Baldwin County Mandatory Public Participation Solid Waste Program is authorized pursuant to certain actions of the Baldwin County Commission and remains compliant with Section 22-27-1, et seq., Code of Alabama 1975 (Solid Wastes and Recyclables Materials Management Act), and without limitation; and

WHEREAS, at this time, the Baldwin County Commission desires to amend Baldwin County Commission Policy #7.4; however, for said policy to be amended and to be compliant with the aforesaid applicable Alabama law, specifically Section 22-27-5 (a) and (e), Code of Alabama 1975, and without limitation, a resolution must be adopted by the Baldwin County Commission to accomplish the same; 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 (Solid Wastes and Recyclables Materials Management Act), specifically Section 22-27-5 (a) and (e), Code of Alabama 1975, and without limitation, Baldwin County Commission Policy #7.4 is hereby amended to read in its entirety as set forth in Exhibit "A" (deletions set forth in RED as struck through and inclusions set forth in BLUE as double underlined) hereto and shall become effective immediately.

DONE, under the Seal of the County of Baldwin, at the County Seat in Bay Minette, Alabama, on this the 6th day of August 2019.

Charles F. Gruber, Chairman

ATTEST:

Wayne A. Dyess, County Administrator



BALDWIN COUNTY COMMISSION

POLICY #7.2	
Subject	Collection of Garbage in Unincorporated Areas within Baldwin County, Which Have Four or More Residential Units
Date Adopted	August 6, 2019 September 20, 2016
Agenda Item	TBD BH2
Obsolete Versions	April 20, 1999 Book 22, pg. 238-239 February 19, 2008 Minutes, pg. 26 January 19, 2016 Agenda Item DB1 September 20, 2016 Agenda Item BH2

POLICY STATEMENT

This policy establishes the guidelines for the collection of garbage in unincorporated areas within Baldwin County, for owners of properties which have four or more residential units on the same property (condominiums, apartments, mobile homes, RV parks, etc.).

PROCEDURAL REQUIREMENT

1. Owners of properties in unincorporated areas within the County, which have four or more residential units on the same property (condominiums, apartments, mobile homes, RV parks, etc.) are required to do one of the following:
 - a) Contract with an approved commercial container service for the property as a whole; or
 - b) Enroll each individually addressed residential unit in the mandatory residential collection program in the owner's name as the responsible party; or
 - c) Enroll the property as a whole in the mandatory collection program with a set monthly charge. This monthly charge could be a fixed, per unit price or adjusted periodically based on credible historical occupancy rates.

2. Owners of properties in unincorporated areas within the County, which have four or more residential units on the same property (condominiums, apartments, mobile homes, RV parks, etc.) that are adjacent and are signed up for group billing in accordance with section 1 (c) above (individually billed residences do not qualify) will be eligible for the following rates.

4-20 units

Fee per month: 10% off current rate or chosen monthly rate

21-40 units

Fee per month: 15% off current rate or chosen monthly rate

41 or more units

Fee per month: 18% off current rate or chosen monthly-rate

a) If a customer in one of the four or more units is Social Security exempt, then the owner of the four or more is billed only for the cart rental fee associated with additional garbage cart(s) requested ~~cart rental fee for the~~ that unit occupied by the customer who is Social Security exempt.

~~b) If a customer in the four or more billing group would like monthly yard debris pickups for the entire property, effectively increasing the number of pickups allowed per quarter from two (2) to three (3), in accordance with the limits established in Baldwin County Commission Policy #7.1—Bulky Waste, White Goods, and Yard Waste Pick Up Policy, this can be approved, and the monthly pickups can be scheduled through the solid waste department. However, the billing discount rate structure above will be forfeited, and the customer will pay the full rates for residential units.~~

~~e) If a customer in the four or more billing group, which is a property owners association or a management company, for a subdivision or a planned unit development would like, monthly yard debris pickups for the entire property or subdivision, effectively increasing the number of pickups allowed per quarter from two (2) to three (3), in accordance with the limits established in Baldwin County Commission Policy #7.1—Bulky Waste, White Goods, and Yard Waste Pick Up Policy, this can be approved, and the monthly pickups can be scheduled through the solid waste department. However, the billing discount rate structure above will be forfeited, and the customer will pay the full rates for residential units.~~

bd) Owners of an RV Park are required to obtain one (1) county cart for every short-term rental unit. If an RV park has more than 4 short-term rental units, the owner will be required to have a commercial dumpster serviced by an approved ~~by~~ franchised container service.

The Solid Waste Officer shall have the right to require owners of properties which have four or more residential units on the same property, by written notice, to rent

additional containers beyond the 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.

FORMS/ATTACHMENTS/EXHIBITS

1. N/A



BALDWIN COUNTY COMMISSION

POLICY #7.4		
Subject	Solid Waste Tipping Fees and Commercial Account Late Fees	
Date Adopted	August 6, 2019 February 19, 2019	
Agenda Item	TBD BL3	
Obsolete Versions	February 19, 2008	Minutes, Page 26
	September 17, 2013	BG1
	June 3, 2014	BF2
	October 4, 2016	BH1
	February 19, 2019	BL3

POLICY STATEMENT

This policy outlines the Baldwin County Solid Waste Department's Landfill Tipping Fees and Commercial Account Late Fees established by the Baldwin County Commission (see Resolution #2019-~~122031~~; [August 6, 2019](#) ~~February 19, 2019~~ regular meeting).

PROCEDURAL REQUIREMENT

- The rates set forth in the table below are the established Solid Waste Landfill Tipping Fees of the Baldwin County Commission.

Landfill Tipping Fees

(Minimum charge of \$4.00 per load)

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)
ASBESTOS	\$40.00
CARRION	\$40.00
C&D	\$18.00
C&D SPECIAL HANDLING	\$25.00

C&D CY (Option For Customers With Approved Containers Only **)	\$18.00/TON or \$4.50/YARD (plus \$1.00/Ton for each ton over the 7.5 ton threshold)
COMMERCIAL GARBAGE	\$33.00
COMPOST	\$25.00
CUT/SHREDDED TIRES	\$18.00
COMMERCIAL PAINT	\$15.00 PER GALLON
HOUSEHOLD HAZARDOUS WASTE	\$2.00 PER GALLON/EACH
RESIDENTIAL GARBAGE (*BCSWMP Participants)	\$30.00
SEPTAGE	\$20.00
SPECIAL HANDLING/ INDUSTRIAL WASTE	\$40.00
COMMERCIAL E-WASTE	\$10.00 PER ITEM
TIRES <20 INCHES	\$3.00 EACH
TIRES >20 INCHES	\$10.00 EACH
WHITE GOODS/METAL	\$18.00

*BCSWMP refers to the Baldwin County Solid Waste Management Plan

Transfer Station Commercial and Municipal Tipping Fees

(Residential, Non-Commercial Customers utilizing the transfer station will continue to be charged the Landfill Tipping Fee gate rates, with a minimum charge of \$4.00 per load)

COMMODITY	RATE PER TON (UNLESS OTHERWISE NOTED)
C&D	\$33.00
C&D CY (Option For Customers With Approved Containers Only **)	\$33.00/TON or \$8.25/YARD (plus \$1.00/Ton for each ton over the 7.5 ton threshold)
COMMERCIAL GARBAGE	\$48.00
COMPOST	\$25.00
CUT/SHREDDED TIRES	\$33.00
COMMERCIAL PAINT	\$15.00 PER GALLON
HOUSEHOLD HAZARDOUS WASTE	\$2.00 PER GALLON/EACH
RESIDENTIAL GARBAGE (*BCSWMP Participants)	\$30.00
SPECIAL HANDLING/ INDUSTRIAL WASTE	\$55.00
COMMERCIAL E-WASTE	\$10.00 PER ITEM
TIRES <20 INCHES	\$3.00 EACH
TIRES >20 INCHES	\$10.00 EACH
WHITE GOODS/METAL	\$33.00

*BCSWMP refers to the Baldwin County Solid Waste Management Plan

** To have the option to choose between Tonnage or Cubic Yard rate, Customers must submit an application for container stickers (by size for each group of containers). BCSW will provide stickers. Containers without stickers will be charged the applicable tonnage rate.

In the event the scales are not operational or the debris event results in the Baldwin County Commission activating the county's debris removal and disposal services or other approved

county contractor, the following cubic yard rates shall apply as the Baldwin County Commission's Landfill Tipping Fees and Transfer Station Tipping Fees

COMMODITY	Cubic Yard Rates (based on a 4:1 ratio Tons: Yards)	
	Landfill	Transfer Station
C&D AND VEGETATIVE DEBRIS	\$4.50	\$8.25
MSW – MUNICIPAL SOLID WASTE (Residential)	\$7.50	\$7.50
MSW – MUNICIPAL SOLID WASTE (Commercial)	\$8.25	\$12.00
SPECIAL HANDLING / INDUSTRIAL WASTE	\$10.00	\$13.75

On October 1, 2008, Baldwin County Solid Waste began assessing a late fee to any outstanding balance carried by a commercial account. Commercial accounts are defined as those customers who have applied for and been extended charging privileges at County maintained landfills. Those customers are billed monthly with the expectation that their account will be paid in full prior to the next billing.

2. Account Late Fees

COMMERCIAL: A two percent (2%) late fee, with a minimum late fee of \$10.00, will be imposed on all commercial charge accounts that become delinquent as defined by the following:

- a. Payment is due by the 5th of each month.
- b. If payment is not received by the 15th of each month, a 2% fee will be applied to any outstanding balance.

WAIVING OF LATE FEES:

1. **Customer Courtesy** – A one-time ten dollar (\$10.00) late fee waiver, per collection account may be administratively waived by the Senior Accountant.
2. **System Error** – Late fee(s) of ten dollars (\$10.00) or more billed due to system error and/or system limitations may be administratively waived by the Senior Accountant with subsequent review of the Development and Environmental Director.
3. **Administrative (Other)** –Late fee(s) of ten dollars (\$10.00) or more may be administratively waived for accounts with good historical payment history due to extenuating circumstances as deemed necessary by the Senior Accountant with subsequent review of the Development and Environmental Director.

4. **Baldwin County Commission Waiver** – The Baldwin County Commission reserves its right to waive any late fees for any reason as it determines appropriate and as approved in session assembled.

FORMS/ATTACHMENTS/EXHIBITS

1. N/A



BALDWIN COUNTY COMMISSION

POLICY #7.6	
Subject	Solid Waste Residential Garbage Deposit Fee Solid Waste Residential Garbage Service Rates Solid Waste Residential Garbage Account Late Fees
Date Adopted	August 6, 2019 December 5, 2017
Agenda Item	TBD BE1
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

POLICY STATEMENT

This policy provides for the establishment of ~~a Solid Waste Residential Garbage Deposit Fee and, furthermore, codifies said Deposit Fee requirement with the current~~ Solid Waste Residential Garbage Service Rates and Late Fees for the Solid Waste Residential Accounts. ~~This policy will also include all Solid Waste Collection Exemptions for reference.~~ (See Resolution #201~~73-020036~~, ~~November 1, 2016~~, ~~May 21, 2013~~, 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

Deposit Fee

~~Beginning December 4, 2012, Baldwin County Solid Waste shall require a Thirty Dollar (\$30.00) deposit fee for each new solid waste residential account.~~

Garbage Service Rates

Residential Garbage Collection			
Service Type	Monthly Rate	Quarterly Rate	Annual Rate
1 x Week Pickup with BCSW Cart	\$ 16.00	\$ 48.00	\$ 192.00
1 x Week Pickup with Two (2) BCSW Carts	\$ 21.00	\$ 63.00	\$ 252.00
2 x Week Pickup* with BCSW Cart	\$ 32.00	\$ 96.00	\$ 384.00
* Service Not Available in All Areas			
2 x Week Pickup Required in Planning District 24 and 25, see chart below for rental properties	\$ 32.00	\$ 96.00	\$ 384.00
Seasonal Service			\$ 96.00
Additional Services			
Back Door Pick-Up/Private Drive	\$ 12.00	\$ 36.00	\$ 144.00
Shared Private Drive	\$ 4.00	\$ 12.00	\$ 48.00
<u>Knuckleboom Special Pickup Service</u>	<u>\$100 per Half Truckload/\$200 per Full Truckload</u>		
Other Fees			
<u>Additional Cart Rental</u>	\$ 5.00	\$ 15.00	\$ 60.00
<u>Use of Personal Compatible 2nd Cart (charge is per additional cart serviced)</u>	\$ 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 \$96.00 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	\$37.00	1 Bedroom	(1) -cart	\$32.00
2 Bedroom	(2) -carts	\$37.00	2 Bedroom	(1) -cart	\$32.00
3 Bedroom	(2) -carts	\$37.00	3 Bedroom	(1) -cart	\$32.00
4 Bedroom	(3) -carts	\$42.00	4 Bedroom	(2) -carts	\$37.00
5 Bedroom	(3) -carts	\$42.00	5 Bedroom	(2) -carts	\$37.00

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 are~~ not received ~~and posted before~~ by the due date stated on the

billing under the heading, "DUE BY~~LATE AFTER:~~"

- 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 are~~ not received ~~and posted before by~~ the due date stated on the billing under the heading, "DUE BY~~LATE AFTER:~~"
 - 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 are~~ not received ~~and posted before by~~ the due date stated on the billing under the heading, "DUE BY~~LATE AFTER:~~"
 - 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 are~~ 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 Senior Accountant with subsequent review and approval of the ~~Clerk/Treasurer and/or~~ 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 Senior Accountant and/or Deputy Solid Waste Officers with subsequent review and approval of the ~~Clerk-Treasurer and/or~~ 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 costs. If the account becomes delinquent, the county will repossess the County Cart until such time that the default is cured. ~~Baldwin County Solid Waste is not responsible for damage to personal cans.~~ 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~~ the compatible personal additional cart. Baldwin County Solid Waste is not responsible for damage to personal cans.

FORMS/ATTACHMENTS/EXHIBITS

N/A



BALDWIN COUNTY COMMISSION

POLICY #7.9	
Subject	Solid Waste Residential Garbage Customer Payment Plan Agreement
Date Adopted	April 21, 2015
Agenda Item	BD2
Obsolete Versions	N/A

POLICY STATEMENT

This policy adopts procedures and guidelines for Baldwin County Solid Waste Department to enter into an agreement (**Customer Payment Plan Agreement**) with a customer who is delinquent with their Solid Waste Residential Garbage account. The term of the agreement shall not exceed six (6) months, but can be renewed at the discretion of the Clerk/Treasurer or Solid Waste Officer of Baldwin County for succeeding periods not to exceed 6 months.

This agreement may be offered, at the discretion of the Clerk/Treasurer or Solid Waste Officer of Baldwin County, to delinquent Solid Waste Residential Garbage Customers.

PROCEDURAL REQUIREMENT

In order to carry out this policy, the following steps must be taken:

1. Customers that are delinquent with their Solid Waste Residential Garbage account are contacted by the staff, either by a phone call, email and/or by mail. If the customer requests assistance and asks for relief, a payment plan may be considered.
2. Under certain circumstances, no payment plan will be considered if the customer makes no attempt to pay delinquent invoices, avoids any contact made by the Baldwin County Solid Waste Department or if court proceedings have begun.

3. The Clerk/Treasurer or Solid Waste Officer is hereby authorized to sign customer Agreements on behalf of the Baldwin County Commission/Baldwin County Solid Waste Department.

FORMS/ATTACHMENTS/EXHIBITS

1. Sample Customer Payment Plan Agreement
2. Sample Notification of Defaulted Payment Plan Agreement



Baldwin County Solid Waste
22251 Palmer Street
Robertsdale, AL
Office (251)972-6878
Payment Plan Agreement

Account Holder's Name	Account #XXXXXX
Service Address:	*Mailing Address:
*Phone Number:	*Email Address:
*Alternate Number:	*Date of Birthday:
*Social Security #:	*Employer Name:
*Driver's License/Photo ID #:	*Employer Phone #:

Please correct any information that is not correct or pre-filled.

Payment Plan Details

As of, _____, the balance on my account, # _____, is **\$000.00**, and my account is in a delinquent status.
Past Due period of: _____ through _____

Terms of Agreement

Installment	Due Date	Amount
1 st payment	Upon the signing this Agreement	\$
2 nd through 6 th Payments	15th of each month	\$

Date payment arrangement will expire is: _____

*Initial each section below
indicating that you
understand.*

How My Account Bills

I understand my account bills every FEB, MAY, AUG, NOV, and payment is due in full by the last day of each month that my account is billed.

I understand that my account will continue to bill for service as scheduled while I am in "Payment Plan" status, and that I am still responsible for these charges as well.

LATE FEE POLICY:

Payment is due by the last day of the month in which you are billed. As long as there is an unpaid balance remaining on your account, a late fee of \$10.00 will be added monthly to your balance. *At 90 days past due, this is considered failure to comply with the Solid Waste Collection and Disposal law and can necessitate legal action as provided by the law, which include charging the person in violation with a criminal misdemeanor.*

I have read the Late Fee policy and understand it in it's entirety.

Agreement for Payment Arrangement: details & terms for account #XXXXXX as of XX/XX/XXXX



Baldwin County Solid Waste

22251 Palmer Street

Robertsdale, AL

Office (251)972-6878

Notification of Defaulted Payment Arrangement

Account Holder's Name	Account #XXXXXX
Service Address:	*Mailing Address:
*Phone Number:	*Email Address:
*Alternate Number:	*Date of Birthday:
*Social Security #:	*Employer Name:
*Driver's License/Photo ID #:	*Employer Phone #:

RE: Payment Plan Agreement signed on: (see enclosed copy). _____

Dear CUSTOMER NAME,

As of today, _____, you have failed to meet the terms set forth in your Payment Plan Agreement. As per your agreement, your payment(s) were to be made in full to Baldwin County Solid Waste by or before the expiration date of ____.

According to our records, you are not in compliance with the following area(s) of the agreement:

- ☐ Missing payments for the following payment arrangement period of:
Past Due period of: _____ through _____
- ☐ Additional Solid Waste charges have not been paid while you have been in payment plan status.

You must contact our office immediately to avoid your account being turned over to the Baldwin County District Court, as you have broken the agreement made between yourself and the Baldwin County Solid Waste Department. If we have not heard from nor received payment in full from you on or before: _____, we will have no choice but to proceed with collection efforts.

When contacting us, please be sure to reference Account #XXXXXX so that you will be immediately put in contact with the representative handling your account. If you feel you have received this letter in error, please let us know so that we may take action to get this matter corrected.

Sincerely,
Baldwin County Solid Waste

Important account information to note as of _____.

Account Number: XXXXXX
Account Balance = \$000.00
Solid Waste Representative: _____

Notification of Defaulted Payment Arrangement Agreement: for account #XXXXXX as of _____

Page 1 of 1 (with 1 copy of signed Payment Plan Agreement enclosed)



BALDWIN COUNTY COMMISSION

POLICY #7.8	
Subject	Litter Patrol Service Request Procedures
Date Adopted	March 17, 2009
Agenda Item	Minutes Page 11
Obsolete Versions	

POLICY STATEMENT

This policy establishes rates and procedures for the Litter Patrol Crews in the Solid Waste Department to charge and operate under when addressing service requests from other government offices beyond those of the Baldwin County Commission Departments.

PROCEDURAL REQUIREMENT

1. All service requests for the Litter Patrol Crews will be handled by the Solid Waste Department at Magnolia Landfill, Monday through Thursday.
2. The *Baldwin County Solid Waste Department Litter Patrol Crew Service Request* form must be filled out and forwarded by courier, fax or email to the Litter Patrol Supervisor.
3. An advance notice of seven (7) days or one (1) work week is requested for scheduling purposes.
4. The fee for service requests is \$65.00 per hour per crew.
5. A crew consists of one (1) truck, one (1) trailer, one (1) County Supervisor and four (4) inmates.
6. Service requests can be submitted for the following services:
 - a Furniture moving within a facility
 - b Hauling material or furniture to another facility
 - c Hauling voting machines

FORMS/ATTACHMENTS/EXHIBITS

Baldwin County Solid Waste Department Litter Patrol Crew Service Request



BALDWIN COUNTY COMMISSION

POLICY #7.10	
Subject	Cart Policy
Date Adopted	August 6, 2019
Agenda Item	TBD
Obsolete Versions	N/A

POLICY STATEMENT

This policy is based on Resolution #2017-020. The Solid Waste Department will provide one (1) wheeled rollable container (Roll-Out Cart) for the storage and collection of residential solid waste with your residential garbage collection account.

PROCEDURAL REQUIREMENT

1. Each resident shall be provided (1) Roll-out Cart with their Solid Waste Residential Collection Account.
2. Additional Roll-Out Cart may be provided for an additional fee. (As outlined in Policy #7.6)
3. Personal Approved Roll-Out Carts may be allowed for an additional fee. (As outlined in Policy #7.6)

DEFINITIONS AND RULES

1. **Container** - an enclosed container usually constructed of metal with a close-fitting cover or doors with a capacity in excess of one (1) cubic yard, approved by the County Health Department, which is used to store large volumes of Solid Waste for collection. An approved container must be serviced by mechanical equipment.
2. **Garbage Can/Cart** - a closed container for storage of residential waste and rubbish which meets the requirements of the Baldwin County Solid Waste Regulations as stated in its Policy Manual and includes wheeled containers provided to customers for storage and collection of residential solid waste by the county. See ADPH Admin. Code 420-3-5-.10 Solid Waste Storage. Baldwin County Solid Waste is not responsible for damage to personal cans or carts.

GARBAGE CANS AND CONTAINERS

1. All solid waste placed at the curb for collection which is not bundled must be placed in an approved container or garbage can.
 - A. Do not place construction material/debris, metal, concrete, soil, sand, dirt, rocks, plaster, hot ashes, flammable products, liquid paint, toxic materials, automobile parts, batteries, dead animals, or excessive animal feces in your garbage cart. It is unlawful to place hazardous waste in your garbage cart.
 - B. Garbage and/or approved debris should be placed inside the cart in such a way that the lid is completely closed.
2. Containers shall be maintained in a clean condition, and the area around the container shall be kept litter free.
 - A. All garbage must be bagged before placing inside your cart. The driver is not responsible for litter caused by un-bagged-loose garbage.
3. Approved Garbage Can, is defined as a roll-able plastic container with hinged lids of durable construction suitable for mechanized collection approved by the Solid Waste Officer. Approved Garbage cans shall have tight fitting lids and shall be kept closed when placed for collection. Garbage cans shall be maintained in good condition. Any Garbage can that does not conform with the regulations or that may have ragged or sharp edges, or any other defect liable to hamper or injure the person working with or around the can, must be promptly repaired or replaced upon receipt of notice to that effect.

COLLECTION SERVICE AND CONTAINER PLACEMENT

1. Residential collection service will be provided along all County maintained roads and along all other roads in the unincorporated area which can be safely traveled by a collection vehicle as determined by the County.
 - A. Garbage cans for Residential Waste Collection Service shall be placed at ground level, on the property of the Customer. Materials left for collection shall be placed upon the portion of the public right-of-way fronting along the Customer's property immediately adjacent to the traveled, graded or paved portion thereof, but off the shoulder of the roadway, where it can be easily accessible for inspection and collection.
 - i. Place carts with lid opening facing the street; and the handle away from the street.
 - ii. Set cart no more than 5 feet from curb and 3 feet apart.
 - iii. Have at least three feet between the carts, and from trees, posts, mailboxes, and vehicles, etc.
 - iv. Do not place carts under trees. 15-foot overhead clearance required for automated collection.
 - B. At no time shall any Garbage cans or materials left for collection, be placed on or within the traveled, graded or paved portion of any right-of-way, or on or within any gutters, ditches or sidewalks.

- C. Garbage cans for Residential Waste Collection Service shall be placed after 5:00 p.m. of the day before scheduled collection, but in no case, shall receptacles remain at the curb later than 8:00 p.m. on the scheduled day of collection.
- D. Any garbage can, left for collection which does not comply with the County's rules shall not be emptied by the collector. The collector will cause such garbage cans to be clearly marked specifying the manner they fail to meet the approved standards.
- E. The Department is authorized to grant exception to these container placement rules to Customers with residences on roads which cannot be safely traveled by collection vehicles and to grant exceptions to the container placement time rule to customers who cannot reasonably comply.

CART STORAGE DURING STORM EVENTS

- 1. Prior to the arrival of a hurricane or tropical storm, property owners and/or property managers shall secure garbage cans which, due to the action of wind or water, could be blown or washed away from the property. Owners/managers shall fasten down these garbage cans on porches, decks, or other structures above the level of potential flooding, where possible. Property owners whose garbage cans are found by inspection to not be properly secured against wind and wave action immediately prior to the arrival of hurricane or tropical storm force winds shall be subject to fines as having violated the provisions of the section. Owners/property managers shall be required to pay Baldwin County Solid Waste for replacement of garbage cans lost due to storm action or other causes.

PERSONAL COMPATIBLE 2ND CARTS

- 1. Customers needing additional carts in addition to the County issued cart, have the choice at a charge of \$5.00 per month to request additional carts from BCSW or purchase/use additional personal carts compatible with BCSW lifting equipment. Once cart is approved BCSW will issue the resident a county sticker to be placed on the cart for collection. The sticker identifies the cart to BCSW as a cart eligible for residential collection.
- 2. Cart requirements for eligibility:
 - A. The Cart is new or refurbished and is compatible with both standard American semi-automated bar-locking lifters as well as automated arm lifters.
 - B. The Cart shall have lift points compatible with the standard American semi-automated bar-locking lifters.
 - C. The cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
 - D. The body of the Cart is composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid.
 - E. The Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the cart and its contents up to 330 pounds (95 gallons) or 230 pounds (64 gallons).

3. BCSW reserves the right to dispose of any additional trash containers that aren't serviceable and pose a safety hazard to crews. These containers include:
 - A. Metal cans with the bottoms weakened or open due to rust.
 - B. Metal cans with missing handles
 - C. Cracked or split plastic cans.

FORMS/ATTACHMENTS/EXHIBITS

1. Personal Compatible 2nd Cart
2. Cart Placement Flyer



Property Access Agreement

Baldwin County Solid Waste

15140 County Road 49
Summerdale, AL 36580
Office 251.972.6878
Fax 251.580.2582

For Office Use Only

	Monthly Rate
<input type="checkbox"/> Shared Pvt Drive	\$4.00
<input type="checkbox"/> Back Door P/U	\$12.00
<input type="checkbox"/> Private Drive	\$12.00

Date: _____

Approved By: _____
Collections Supervisor

Account No. _____

I, _____, hereby give permission to the Baldwin County Solid Waste Department to travel over, upon and across my property located at:

for the purpose of collecting solid waste and refuse from my household through the (back-door/private drive) collection program. I hereby agree to indemnify, defend and hold harmless Baldwin County Solid Waste, the Baldwin County Commission, Baldwin County, Alabama, and their Commissioners, officers, directors, employees, insurers, agents and representatives from and against any and all claims, damages, injuries, actions or liabilities, including attorney's fees and costs, which I may have, or which may be asserted against them by any party, person or entity, arising out of the collection of refuse and solid waste and the servicing of my property for garbage, refuse and solid waste collection purposes. I hereby waive all claims for damages of any kind, nature or description I have against any of the above-named parties arising out of the servicing of my property and collection of refuse, garbage and solid waste. I further agree to keep my property in a safe condition for the individuals or employees providing the services hereunder, including, but not limited to, the effective control of pets or other animals. The indemnity, defense and hold harmless obligations set forth herein shall survive the expiration or termination of this agreement.

Dated the _____ day of _____, 20____.

Signature of Property Owner/Property Owner's Authorized Agent

Print Name: _____

Witness: _____

Print Name: _____

**BALDWIN COUNTY SOLID WASTE DEPARTMENT
LITTER PATROL CREW**

SERVICE REQUEST

OFFICE (251) 972-6878

FAX: (251) 972-8582

Date: _____

Request for: _____

One Crew: _____

Two Crews: _____

Dept. Name: _____

Requested by: _____

Daytime Phone #: _____

Service Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number(s): Home: _____ Work: _____ Cell: _____

Comments/Instructions:

Completed forms can be submitted by:

Mail to: Baldwin County Solid Waste
15140 County Road 49
Summerdale, AL 36580
ATTN: Litter Patrol

Fax to: (251) 972-8582

E-mailed to: Mark Branch
mbranch@co.baldwin.al.us

Fee:* \$65.00 per hour per crew**

* Consists of 1 Truck, 1 Trailer, 1 County Supervisor and 4 Inmates

** Includes Fuel Charge, Inmate Fee (price per inmate), Lunch Fee (inmates) and Supervisor Pay



Baldwin County Solid Waste

22251 Palmer Street

Robertsdale, AL

Office (251)972-6878

Payment Plan Agreement

Account Holder's Name	Account #XXXXXX
Service Address:	*Mailing Address:
*Phone Number:	*Email Address:
*Alternate Number:	*Date of Birthday:
*Social Security #:	*Employer Name:
*Driver's License/Photo ID #:	*Employer Phone #:

Please correct any information that is not correct or pre-filled.

Payment Plan Details

As of, _____, the balance on my account, # _____, is **\$000.00**, and my account is in a delinquent status.
Past Due period of: _____ through _____

Terms of Agreement

Installment	Due Date	Amount
1 st payment	Upon the signing this Agreement	\$
2 nd through 6 th Payments	15th of each month	\$

Date payment arrangement will expire is: _____

Initial each section below
indicating that you
understand.

How My Account Bills

I understand my account bills every FEB, MAY, AUG, NOV, and payment is due in full by the last day of each month that my account is billed.

I understand that my account will continue to bill for service as scheduled while I am in "Payment Plan" status, and that I am still responsible for these charges as well.

LATE FEE POLICY:

Payment is due by the last day of the month in which you are billed. As long as there is an unpaid balance remaining on your account, a late fee of \$10.00 will be added monthly to your balance. *At 90 days past due, this is considered failure to comply with the Solid Waste Collection and Disposal law and can necessitate legal action as provided by the law, which include charging the person in violation with a criminal misdemeanor.*

I have read the Late Fee policy and understand it in it's entirety.

Agreement for Payment Arrangement: details & terms for account #XXXXXX as of XX/XX/XXXX



Baldwin County Solid Waste
22251 Palmer Street
Robertsdale, AL
Office (251)972-6878

Notification of Defaulted Payment Arrangement

Account Holder's Name	Account #XXXXXX
Service Address:	*Mailing Address:
*Phone Number:	*Email Address:
*Alternate Number:	*Date of Birthday:
*Social Security #:	*Employer Name:
*Driver's License/Photo ID #:	*Employer Phone #:

RE: Payment Plan Agreement signed on: (see enclosed copy). _____

Dear CUSTOMER NAME,

As of today, _____, you have failed to meet the terms set forth in your Payment Plan Agreement. As per your agreement, your payment(s) were to be made in full to Baldwin County Solid Waste by or before the expiration date of ____.

According to our records, you are not in compliance with the following area(s) of the agreement:

- ☐ Missing payments for the following payment arrangement period of:
Past Due period of: _____ through _____
- ☐ Additional Solid Waste charges have not been paid while you have been in payment plan status.

You must contact our office immediately to avoid your account being turned over to the Baldwin County District Court, as you have broken the agreement made between yourself and the Baldwin County Solid Waste Department. If we have not heard from nor received payment in full from you on or before: _____, we will have no choice but to proceed with collection efforts.

When contacting us, please be sure to reference Account #XXXXXX so that you will be immediately put in contact with the representative handling your account. If you feel you have received this letter in error, please let us know so that we may take action to get this matter corrected.

Sincerely,
Baldwin County Solid Waste

Important account information to note as of _____.

Account Number: XXXXXX
Account Balance = \$000.00
Solid Waste Representative: _____

Notification of Defaulted Payment Arrangement Agreement: for account #XXXXXX as of _____

Page 1 of 1 *(with 1 copy of signed Payment Plan Agreement enclosed)*



Baldwin County Solid Waste
22251 Palmer Street
Robertsdale, AL 36567
Phone: 251-972-6878



Proper Cart Placement for Automated Pick-up

Using your County Issued Garbage Cart requires proper placement on the day of your scheduled pick-up. Please follow the guidelines below. Thank you for your assistance.

✓ Please Do This



✗ Not This



On the day of your scheduled pick-up, place carts with lid opening facing the street; and the handle away from the street.

Set cart no more than 5 feet from the curb, and 3 feet apart. Carts cannot be placed in the street for collection.

Have at least 3 feet between the carts, and from trees, posts, mailboxes and vehicles etc.

Do not place carts under trees. Automated cart pickup requires up to 15 ft. overhead clearance.

In tight parking situations, have at least 3 feet between the carts and vehicles. Avoid parking cars in front of carts on collection day.

RESIDENTS SHOULD HAVE THEIR GARBAGE OUT AT THE DESIGNATED COLLECTION SITE BY 6:30AM ON THEIR COLLECTION DAY. FOR CURBSIDE COLLECTION, GARBAGE CARTS CAN BE SET OUT NO SOONER THAN 5:00PM THE DAY PRIOR TO COLLECTION.

Clean your cart out periodically with water. Afterwards, be sure to empty all water from the bottom of the cart and allow to dry.



BALDWIN COUNTY SOLID WASTE
15140 County Road 49
Summerdale, AL 36580
Office (251) 972-6878
Fax (251) 580-2582

Personal Compatible 2nd Carts

Customers needing additional carts in addition to the County issued cart, have the choice at a charge of \$5.00 per month to request additional carts from BCSW or purchase/use additional personal carts compatible with BCSW lifting equipment. Once cart is approved BCSW will issue the resident a county sticker to be placed on the cart for collection. The sticker identifies the cart to BCSW as a cart eligible for residential collection.

Cart requirements for eligibility:

1. The Cart is new or refurbished and is compatible with both standard American semi-automated bar-locking lifters as well as automated arm lifters.
2. The Cart shall have lift points compatible with the standard American semi-automated bar-locking lifters.
3. The cart is provided with adequate wheels and handles so that it can be pushed or pulled with little effort.
4. The body of the Cart is composed of linear, medium or high-density polyethylene with no bolt on attachments except the lid.
5. The Cart has wheels and galvanized, solid steel axles that are designed to support the weight of the cart and its contents up to 330 pounds (95 gallons) or 230 pounds (64 gallons).

BCSW reserves the right to dispose of any additional trash containers that aren't serviceable and pose a safety hazard to crews. These containers include:

- Metal cans with the bottoms weakened or open due to rust.
- Metal cans with missing handles
- Cracked or split plastic cans.

We will notify the customer about the unserviceable condition of the container, and if it's still in use in the future, will dispose of it as trash.

BCSW is not responsible for personal trash containers and lids that are lost or damaged. I hereby agree to indemnify, defend and hold harmless Baldwin County Solid Waste, the Baldwin County Commission, Baldwin County, Alabama, and their Commissioners, officers, directors, employees, insurers, agents and representatives from and against any and all claims, damages, injuries, actions or liabilities, including attorney's fees and costs, which I may have, or which may be asserted against them by any party person or entity, arising out of the collection of refuse and solid waste and the servicing of my personal garbage cart for solid waste collection purposes. I hereby waive all claims for damages of any kind, nature and description I have against any of the above-named parties arising out of the servicing of my personal garbage cart and collection of refuse, garbage and solid waste.

Dated the _____ day of _____, 20_____.

Signature of Property Resident Account No. _____

Print Name: _____

Witness: _____

Print Name: _____



Baldwin County Commission

Agenda Action Form

File #: 19-1610, **Version:** 1

Item #: E4

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

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

STAFF RECOMMENDATION

Approve the attached uncollectible residential garbage accounts list for write-offs in the amount of \$744.00.

BACKGROUND INFORMATION

Previous Commission action/date: No

Background:

Date: 10/16/2018 - Commission approved to write off \$506.85 of uncollectible residential garbage accounts.

Date: 11/20/2018 - Commission approved to write off \$864.10 of uncollectible residential garbage accounts.

Date: 12/18/2018 - Commission approved to write off \$706.85 of uncollectible residential garbage accounts.

Date: 01/15/2019 - Commission approved to write off \$739.90 of uncollectible residential garbage accounts.

Date: 02/19/2019 - Commission approved to write off \$436.00 of uncollectible residential garbage accounts.

Date: 03/19/2019 - Commission approved to write off \$685.00 of uncollectible residential garbage accounts.

Date: 04/16/2019 - Commission approved to write off \$248.00 of uncollectible residential garbage accounts.

Date: 05/14/2019 - Commission approved to write off \$859.00 of uncollectible residential garbage accounts.

Date: 06/18/2019 - Commission approved to write off \$1,950.70 of uncollectible residential garbage accounts.

The accounts listed in the attached spreadsheet all have balances that are uncollectible. All accounts listed have been thoroughly reviewed by Baldwin County Solid Waste Deputy Solid Waste Officers and/or the Senior Accountant. All accounts have undergone the following procedure as prescribed for by both State Law and County Commission resolution (where forwarding address is verifiable and within Baldwin County):

1. Notice of delinquency provided. Statement contains "Past Due" watermark.
2. If account is not brought current by the first week of the following billing month, a *Notice of Show Cause Hearing* is mailed immediately.
3. If account remains delinquent after subsequent attempts to collect, a delinquency letter is sent via the District Attorney's office.
4. When deemed appropriate, house visits or do not pick-up service orders will be implemented.
5. If account remains delinquent after all attempts to collect (noted above) have been exhausted, the account holder, where appropriate, is referred to the District Attorney for possible criminal prosecution.

FINANCIAL IMPACT

Total cost of recommendation: \$744.00

Budget line item(s) to be used: 511.14990 Allowance for uncollectible accounts

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Solid Waste Collection Administration and Finance and

Accounting Department

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

Additional instructions/notes: N/A

Baldwin County Solid Waste
Residential Uncollectible Accounts
July 2019

BillToName	BillToCity	BillToState	Reason	BalanceTotal	DA Letter	Cert SC	Summons
Cotton, Shawn	Gulf Shores	AL	Unable to Locate	\$144.00	X	X	X
Guthrie, William	Stapleton	AL	Unable to Locate	\$212.00	X	X	
Johnson, Tori	Bay Minette	AL	Unable to Locate	\$80.00	X	X	
Kotila, Mary	Houghton	MI	Out of State	\$112.00	X	X	
Morigz, Kristen	Phenix City	AL	Out of County	\$48.00	X	X	
Stanley, Willie J.	Panama City	FL	Out of State	\$148.00	X	X	
				<u>\$ 744.00</u>			



Baldwin County Commission

Agenda Action Form

File #: 19-1688, **Version:** 1

Item #: E5

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Terri Graham, Development and Environmental Director
Susan Kilby, Customer Service Manager

Submitted by: Susan Kilby, Customer Service Manager

ITEM TITLE

Mandatory Garbage Fees - Low Income Exemption Applications 2019

STAFF RECOMMENDATION

Take the following actions related to the persons who have applied to be exempt from the Baldwin County mandatory garbage fees by the Baldwin County Low Income Exemption program:

2nd Quarter Ending June 30, 2019

Approve 33 and Deny 10 Low Income Applicants

BACKGROUND INFORMATION

Previous Commission action/date: 04/23/2019

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the Baldwin County Low Income Exemption program. Applicants have signed an application and provided documentation to establish that their annual gross income is less than or equal to 75% of the Federal Poverty Level (FPL). "Applications are renewed every 6 months." The dollar amount forgiven of \$3,168.00 is pursuant to the authorization contained in Code of Alabama 2009, Section 45-2-172, whereby the Baldwin County Commission is authorized by this section to grant an exemption from the county mandatory solid waste collection program fee for any household whose total income does not exceed 75 percent of the federal poverty level. (*Act 2000-336, p. 5343, §1.*)

1st Quarter Ending March 31, 2019

Approve 57 and Deny 11 Low Income Applicants

4th Quarter Ending December 31, 2018

Approve 42 and Deny 10 Low Income Applicants

FINANCIAL IMPACT

Total cost of recommendation: \$3,168.00

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?
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: Susan Kilby, Customer Service Manager

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 #: 19-1689, **Version:** 1

Item #: E6

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Terri Graham, Development and Environmental Director

Submitted by: Susan Kilby, Customer Service Manager

ITEM TITLE

Mandatory Garbage Fees - Social Security Exemption Applications 2019

STAFF RECOMMENDATION

Take the following actions related to persons that have applied to be exempt from the Baldwin County mandatory garbage fees by the State granted exemption:

2nd Quarter Ending June 30, 2019

Approve 8 and Deny 2 Social Security Exemption Applications

BACKGROUND INFORMATION

Previous Commission action/date: 04/23/2019

Background: The Commissioners are provided with a confidential list of applicants that have applied to be exempt from the mandatory garbage fees by the State granted exemption. Applicants have signed a notarized application and provided documentation to establish that Social Security is the sole source of income for the State exemption. "Applications are renewed annually." The dollar amount forgiven of \$1,536.00 is pursuant to the State granted exemption under the terms of Code of Alabama 1975, 22-27-3 (a) (2) and (3).

1st Quarter Ending March 31, 2019

Approve 339 and Deny 52 Social Security Exemption Applications

4th Quarter Ending December 31, 2018

Approve 293 and Deny 53 Social Security Exemption Applications

FINANCIAL IMPACT

Total cost of recommendation: \$1,536.00

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?
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: Susan Kilby, Customer Service Manager

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 #: 19-1694, **Version:** 1

Item #: F1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Brian Peacock, CIS Director and Mike Howell, Building Official

Submitted by: David Wessler, CIS Business Manager

ITEM TITLE

Building Inspection - Computer Software Support Agreement Addendum

STAFF RECOMMENDATION

Related to the Building Permit Computer Software Agreement, take the following actions:

1. Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of the delivery of the software or upon acceptance of the addendum by both parties and shall remain in effect for one year. This agreement shall remain in effect for one year and automatically renew annually; and
2. Authorize the Chairman to execute the Computer Software Support Agreement Addendum with Delta Computer Systems with the new monthly rate in the amount of \$681.67, effective October 1, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: October 1, 2013

Background: During Regular Baldwin County Commission meeting on October 1, 2013, related to the Building Permit Software Maintenance and the Building Permit Website Hosting, took the following actions:

1. Authorized the Chairman to sign the Computer Software Support Agreement with Delta Computer Systems, Inc. with terms of this agreement automatically renew at each annual period; and
2. Authorized the Chairman to sign the Computer Software Support Agreement Addendum with Delta Computer Systems.

FINANCIAL IMPACT

Total cost of recommendation: \$8,180.00 (\$681.67 monthly)

Budget line item(s) to be used: 52710.5235

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

LEGAL IMPACT

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

Yes

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Mike Howell, Building Official and Brian Peacock, CIS Director

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

Administration - have Chairman sign Computer Support Agreement and Addendum,

Mail agreement and addendum to:
Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

Additional instructions/notes: N/A



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7688

Computer Software Support Agreement

Purpose

The purpose of this agreement is to assure you that all software provided by Delta Computer Systems, Inc. (Delta) as listed on the addendum(s) to this agreement is in compliance with applicable laws, rules and regulations as they pertain to the software. As the laws change, Delta will provide updated programs to meet the demands of the legislation.

Delta's Obligations

Delta will analyze new regulations and prepare modifications of the software to ensure the system conforms. The modifications shall be limited to existing licensed software which you have purchased and shall not include new systems. New programs required to meet new, additional requirements shall not be provided under this agreement. For example, if you licensed the magnetic payroll tax reporting system and IRS initiates a change to the method of reporting, the changes will be provided under this agreement. However, if you had not purchased the magnetic reporting software initially, there would be an additional charge for the program.

Problem resolution is handled on a first come first serve basis within a priority group. Priority groups are determined by user need and externally defined deadlines. Completely down systems have priority over operational systems. Externally defined deadlines (IRS, State, Federal, etc.) have priority over non-deadline items. Average response for critical items is two hours or less depending upon the complexity of the request.

All software updates will be delivered to you electronically or by mail depending upon the size and urgency of the update. Delta shall provide installation instructions and/or telephone assistance for loading updates as appropriate. Delta shall not be responsible for maintaining any of your modifications. Corrections of difficulties or defects traceable to your errors or system changes will be billed at triple the standard rate.

Client's Obligations

Client shall inform Delta as soon as reasonably possible as to the nature and impact of upcoming legislative changes that affect the software system. Client shall provide copies of all pertinent documentation and shall assist Delta in understanding the new requirements and developing a method of meeting the requirements. During the term of the software support agreement, Client shall at Client's expense, provide Delta with secure telnet and ftp internet access to Client's server from Delta's server for the purpose of diagnosing problems and to facilitate software updates.

General Terms

This contract shall commence on the first day of delivery of the software or upon acceptance of the addendum(s) by both parties and shall remain in effect for one year. Fees for software support shall be payable monthly or annually in advance. A penalty of 1.5 percent per month of the outstanding balance will be assessed to accounts that remain past due more than 60 days. Delta reserves the right to withhold services for any account which is past due more than 60 days.

Client shall be responsible for all incidental costs such as mail, telephone, travel and subsistence in connection with support services.

Client shall use Delta's prescribed reporting procedures to outline software problems.

Either party may terminate this agreement after a 90 day written notice and payment of all outstanding amounts due.

This agreement shall automatically renew at each annual period. Delta reserves the right to modify its fees by providing notice of such 60 days prior to the renewal period.

Services provided by Delta that are above and beyond the scope of this agreement shall be billable at Delta's current rate at the time such services are rendered.

This agreement is binding on, the parties hereto and their successors, and to Seller's assigns, sub-lessees and transferees.

Agreed this 16 day of June, 2019

BALDWIN COUNTY, AL

Client Name

Client Signature

Printed Name

Accepted: Delta Computer Systems, Inc.

1085 Tommy Munro Drive
Biloxi, MS 39532





Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

For: BALDWIN COUNTY, AL-BUILDING PERMITS

AL05


Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2019 These charges will be billed on 9/15/2019 due for payment 10/ 1/2019.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
16910	Building Permit Website Hosting	09/2018	2,790.00	2,940.00	Annual
16920	Building Permit Software Maintenance	09/2018	4,970.00	5,240.00	Annual
IVMCBP03 (1)		TOTAL:	646.67	681.67	MONTHLY

Agreed this 16 day of June, 2019.


Accepted: Delta Computer Systems, Inc.

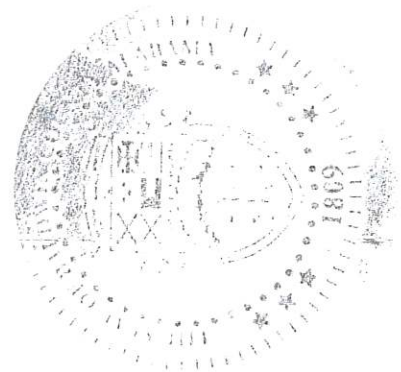
BALDWIN COUNTY, AL
County/Office Name


Client Signature

Mike Howell
Printed Name

Bldg Official

52710-5235



TO: BALDWIN COUNTY BUILDING DEPT
ATTN: BRIAN PEACOCK
312 COURTHOUSE SQUARE SUITE 13
BAY MINETTE AL 36507



Baldwin County Commission

Agenda Action Form

File #: 19-1696, **Version:** 1

Item #: N1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Deidra Hanak, Personnel Director

Submitted by: Deidra Hanak, Personnel Director

ITEM TITLE

Personnel Department - Personnel Changes

STAFF RECOMMENDATION

Take the following actions:

- 1) Approve the promotion of Robert Bonner from the Benefits Coordinator position (PID #5336) grade J-07 (\$20.404 per hour / \$42,440.32 annually) to fill the open Assistant Personnel Director position (PID #4091) at a grade EC-08 (\$53,372.00 annually); and
- 2) Approve the reclassification/re-title of the Benefits Coordinator position (#5336) from a grade J (grade J range: \$35,726.08 - \$58,489.60 annually) to Benefits Specialist in a grade H (grade H range: \$29,631.68 - \$48,642.88 annually); and
- 3) Approve the lateral transfer of Brittney Vaughn from the Administrative Support Specialist II position (PID #5416) grade H-EL (\$14.246 per hour / \$29,631.68 annually) to fill the Benefits Specialist position (PID #5336), with no change in pay; and
- 4) Abolish the Administrative Support Specialist II position (PID #5416) grade H (grade H range: \$29,631.68 - \$48,642.88 annually); and
- 5) Create an Administrative Support Specialist I position (PID #TBD) grade G (grade G range: \$26,971.36 - \$44,231.20 annually); and
- 6) Approve the updated position descriptions for the Assistant Personnel Director, Benefits Specialist, and Administrative Support Specialist I; and
- 7) Approve the updated organizational chart for the Personnel Department.

BACKGROUND INFORMATION

Previous Commission action/date:

Background: The Assistant Personnel Director was vacated in March 2019 by the appointment of the previous employee. After analyzing positions and duties within the department, the Personnel Director respectfully requests that the above recommendations are approved.

FINANCIAL IMPACT

Total cost of recommendation: N/A

Budget line item(s) to be used: 51962.5113

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Personnel - Implement Changes

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

Additional instructions/notes: N/A

POSITION DESCRIPTION

Title: Assistant Personnel Director

Department: Personnel Department

Job Analysis: 04/98, 04/01, 06/03, 05/05, 10/05, 08/08, 09/11, 09/17, 09/18, 08/19

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: Personnel Director

Subordinate Staff: Benefits ~~Coordinator~~ ~~Specialist~~, Administrative Support Specialist II

Internal Contacts: County Employees, County Administrator, County Commission, and other Elected Officials

External Contacts: General Public, Training Organizations, Benefits Providers

Status: Classified/Exempt (EC-8)

Job Summary

The Assistant Personnel Director assists in the day-to-day operations of the Personnel Department. This position assists in the administration of the personnel policies, procedures, and programs, and carries out responsibilities in the following functional areas: departmental development, Human Resource Information Systems, employee relations, training and development, benefits, compensation, organizational development, and employment.

The Assistant Personnel Director also coordinates implementation of services, policies, and programs through Personnel staff, and assists and advises County managers about Personnel issues.

Job Domains

A. Administration

1. ~~Assists in administering~~ various personnel plans and procedures for all County personnel.
2. Assists in development and implementation of personnel policies and procedures.
3. ~~Prepares and~~ ~~Assists in~~ maintainings employee handbook.
4. Participates in developing department goals and objectives.

5. Assists in the development ~~and monitoring~~ of the annual Personnel budget.
- ~~6. Assists with the monitoring of annual Personnel budget.~~
7. Prepares and coordinates agenda items for new hires, promotions, reclassifications, etc.
8. ~~Assists in maintaining~~ ~~Maintains~~ all information pertaining to each department's position control.
9. Maintains all records on open positions for all departments.
- ~~10. Prepares employee separation notices and related documentation.~~

B. Training and Development

1. Assists with the implementation of the performance management system that includes performance development plans and employee development programs.
2. Assists with the establishment of an in-house employee training system that addresses county training needs including training needs assessment, new employee orientation, management development, etc.
3. Conducts new employee orientation, ~~as needed~~.
4. ~~Assists in designing and developing~~ ~~Designs and develops~~ HR training programs for management and employees.

C. Staffing

1. ~~Established and leads~~ ~~Leads~~ the standard recruiting and hiring practices and procedures necessary to recruit and hire a superior workforce.
2. Conducts recruitment effort for all exempt and nonexempt personnel.
3. Oversees programs for temporary employee staffing.
- ~~4. Prepares agenda items for all new hires.~~
5. Coordinates or conducts background checks, pre-employment drug screens and physicals.

D. Employee Relations

1. ~~Assists in formulating and recommending~~ ~~Formulates and recommends~~ Personnel policies and objectives for the county with regard to employee relations.
2. ~~Assists in formulating and recommending~~ ~~Determines and recommends~~ employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale and motivation.
3. ~~Assists in conducting and investigating~~ ~~Conducts investigations~~ when employee complaints or concerns are brought forth.
4. Monitors and advises managers and supervisors in the progressive discipline system of the county. Monitors the implementation of a performance improvement process with non-performing employees.
5. ~~Assists in reviewing and guiding~~ ~~Reviews, guides, and recommends~~ actions in regard to employment terminations, suspensions, demotions and disciplinary actions.
6. Leads the implementation of County ~~safety and~~ health programs.
7. ~~Assists in reviewing~~ ~~Reviews~~ employee appeals through the ~~company complaint~~ ~~County~~ grievance procedures.

E. Compensation and Benefits

1. Works in conjunction with the Personnel Director to develop, recommend, and install approved, new, or modified plans and employee benefits policies, and administer existing plans.
2. Assists in developing cost control procedures to assure maximum coverage at the least possible cost to the County and its employees.
3. Evaluates and compares existing County benefits with those of other employers by analyzing other plans, surveys, and other sources of information.
4. Reviews and analyzes changes to state and federal laws pertaining to benefits, and reports necessary or suggested changes to the Personnel Director.
5. Develops benefit information and statistical and census data for actuaries, insurance carriers, and management.
6. Serves as COBRA Administrator.
7. Process monthly billings from insurance providers in a timely manner. Reviews billings for accuracy. Resolves any discrepancies.
8. Assists employees with Family Medical Leave information.
9. Works in coordination with medical personnel to determine eligibility.
10. Conducts exit interviews and retirement counseling.
11. Assists in establishing the company wage and salary structure, pay policies, and oversees the variable pay systems within the county.
- ~~12. Leads competitive market research to establish pay practices and pay scales that help to recruit and retain superior staff.~~
13. ~~Assists in monitoring~~ **Monitors all** pay practices and systems for effectiveness and containment.
14. Obtains cost effective, employee serving benefits; monitors national benefits environment for options and cost savings.
- ~~15. Reviews workers compensation reports for completion. Assist in compiling and analyzing data on types of injuries to identify patterns and areas of concerns. Work collaboratively with the Safety/Training Coordinator and Workers' Compensation representatives, the injured employee and departments in returning employee to work with or without restrictions.~~
- ~~16. Conducts workers compensation audits.~~

F. Law

1. Leads county compliance with all existing governmental and labor legal and government reporting requirements including any related to the Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), Employee Retirement Income Security Act (ERISA), the Department of Labor, worker compensation, and so forth. Maintains minimal county exposure to lawsuits.
- ~~2. Directs the preparation of information requested or required for compliance with laws. Approves all information submitted. Serves as the primary contact with the county attorneys and outside government agencies.~~
3. Protects the interests of employees and the company in accordance with county Personnel policies and governmental laws and regulations.

Knowledge, Skills, and Abilities

1. Skills to communicate with employees, applicants, and officials.
2. Skills to perform basic arithmetic functions.
3. Skills to complete various forms, records and general correspondence.
4. Considerable knowledge of **County** personnel functions and **common** practices.
5. Knowledge and abilities to conduct job analysis.
6. Knowledge of state and federal laws that pertain to personnel activities.
7. Ability to work independently.
8. Knowledge of departmental policies and procedures and ability to apply them to work related problems.
9. Knowledge of general office procedures.

Other Characteristics

1. Willing to travel for purpose of professional development.
2. Willing to work non-standard hours as required.

Minimum Qualifications

1. Possess a Bachelor's Degree in Management, Personnel Administration or closely related field, or equivalent experience.
2. Possess a current driver's license.

POSITION DESCRIPTION

Title: Administrative Support Specialist **H**

Department: Personnel Department

Job Analysis: 09/2018, 07/2019

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: Personnel Director, Assistant Personnel Director

Subordinate Staff: None

Internal Contacts: County Commission, County Employees, Elected Officials, etc.

External Contacts: General Public, Job Applicants

Status: Classified/Non-Exempt (**H** **G**)

Job Summary

The Administrative Support Specialist **H** is responsible for providing all administrative and clerical support for the Personnel Department, including, but not limited to: assisting with the administration of the day-to-day operations of the Personnel functions and duties, working closely with Personnel Staff with the responsibilities in some or all of the following functional areas: HRIS, employee relations, training and development, benefits, employment and risk management.

Job Domains

Personnel

1. Prepares job announcements as directed.
2. Enters all applications into open position requisitions.
3. Maintains employment application forms and applicant flow logs.
4. Assists with maintenance of current job descriptions.
5. Assists in the new hire process.
6. Enters employee data in HRIS computer system.
7. Answers routine inquiries on employment verifications and job openings.
8. Maintains employee personnel files in line with County policies and government regulations.
9. Prepares miscellaneous research and reports as requested.
10. Answers incoming telephone calls and refers to proper Personnel staff.

11. Routes faxes, mail, and general correspondence to the appropriate staff.
12. Greets citizens and County staff in a friendly, professional manner.

Benefits

1. Assist in administering County sponsored benefit plans including enrollments and terminations.
- ~~2. Assist in processing required documents through payroll and insurance providers to ensure accurate record keeping and proper deductions.~~
- ~~3. Assist in preparing reports and applications required by law to be filed with federal and state agencies.~~
- ~~4. Assist in maintaining enrollment applications and claims records for County sponsored benefit plans.~~
5. Assist in managing annual open enrollment period each year. Assist with distribution of materials from carriers, assists with, communicating changes to employees and arranges for on-site representation by providers.
6. Assist in processing changes within deadlines.

Knowledge, Skills, and Abilities

1. Skills to communicate with employees, applicants and officials.
2. Skills to perform basic arithmetic functions.
3. Skills to complete various forms, records and general correspondence.
4. Knowledge of personnel functions.
5. Knowledge of state and federal laws that pertain to personnel activities.
6. Ability to work independently.
7. Knowledge of departmental policies and procedures and ability to apply them to work related problems.
8. Knowledge of general office procedures.
9. Ability to maintain the highly confidential nature of human resources work.
10. Skills and ability to maintain accurate and attention to detail.

Other Characteristics

1. Willing to travel for the purpose of professional development.
2. Willing to work non-standard hours as required.
3. Must be well-organized.

Minimum Qualifications

1. Possess a valid driver's license and be insurable by the County insurance standards.
2. High school diploma or equivalent.
3. ~~3-4~~ 1-2 years of office experience, required.
4. Experience and basic understanding of human resource functions, preferred.
- ~~5. Experience and basic understanding of benefit administration and accounting, preferred.~~

POSITION DESCRIPTION

Title: Benefits ~~Coordinator~~ Specialist

Department: Personnel Department

Job Analysis: 01/86, 04/01, 06/03, 10/05, 08/08, 02/11, 09/11, 06/16, 09/17,
08/19

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: Personnel Director, Assistant Personnel Director

Subordinate Staff: None

Internal Contact: All employees, Elected Officials

External Contacts: Various Benefit Providers

Status: Classified/Non-Exempt (J H)

Job Summary

Responsible for ~~administration~~ ~~implementation~~ of employee benefits with the County. As needed, provides special guidance and assistance on County benefits to all County employees. ~~Surveys industry and/or community to determine County's competitive position in employee benefits.~~ Works in conjunction with the Assistant Personnel Director to ~~develop, recommend, and install~~ ~~implement~~ approved, new, or modified plans and employee benefits policies, and administer existing plans. Assists in developing cost control procedures to assure maximum coverage at the least possible cost to the County and its employees. Ensures plans are administered in accordance with federal and state regulations and plan provisions are followed.

Job Domains

A. Benefits

1. Administers all County sponsored benefit plans including enrollments and terminations.
2. Processes required documents through payroll and insurance providers to ensure accurate record keeping and proper deductions.
- ~~3. Evaluates and compares existing County benefits with those of other employers by analyzing other plans, surveys, and other sources of information.~~
4. Works in conjunction with the Assistant Personnel Director to to ~~develop, recommend,~~

~~and install~~ **implement** approved, new, or modified plans and employee benefits policies, and administer existing plans. Assists in developing cost control procedures to assure maximum coverage at the least possible cost to the County and its employees.

5. ~~Evaluates and recommends specifications for new plans or modifies existing plans to maintain County's competitive position in labor markets and obtain uniform benefit package.~~
6. **Assist in preparing** ~~Prepares~~ reports and applications required by law to be filed with federal and state agencies. ~~Reviews and analyzes changes to state and federal laws pertaining to benefits, and reports necessary or suggested changes to the Personnel Director.~~
7. ~~Assures that existing and new benefit programs are adaptable to standardized computer and reporting systems.~~ **Assists in developing** ~~Develops~~ benefit information and statistical and census data for actuaries, insurance carriers, and management.
8. Counsels employees on plan provisions so that individuals can make informed benefit decisions.
9. Maintains enrollment applications and claims records for County sponsored benefit plans.
10. Manages annual open enrollment period each year. Arranges for distribution of materials from carriers, assists with, communicating changes to employees and arranges for on-site representation by providers. Processes changes within deadlines.
11. **Assist in serving** ~~Serves~~ as the COBRA Administrator.
12. Oversees notification of COBRA eligibility.
13. ~~Process monthly billings from insurance providers in a timely manner. Reviews billings for accuracy. Resolves any discrepancies.~~

~~B.~~ HR Information System

1. Maintains employee benefit history in computer system.
1. ~~Assists employees with Family Medical Leave information.~~
2. ~~Works in coordination with medical personnel to determine eligibility.~~
3. Provides employment verification on current and previous employees.
4. ~~Conducts exit interviews and retirement counseling.~~
5. Prepares benefits statements for all County employees.

~~C.~~ Miscellaneous

1. Assists with new employee orientation as required.

Knowledge, Skills, and Abilities

1. Skills to communicate effectively with office staff and general public.
2. Math skills to add, subtract, divide, and multiply.
3. Skills to prepare reports, complete forms, and to compose letters.
4. Skills to understand written instructions, manuals and correspondence.
5. Knowledge of payroll procedures.
6. Knowledge of general office procedures.

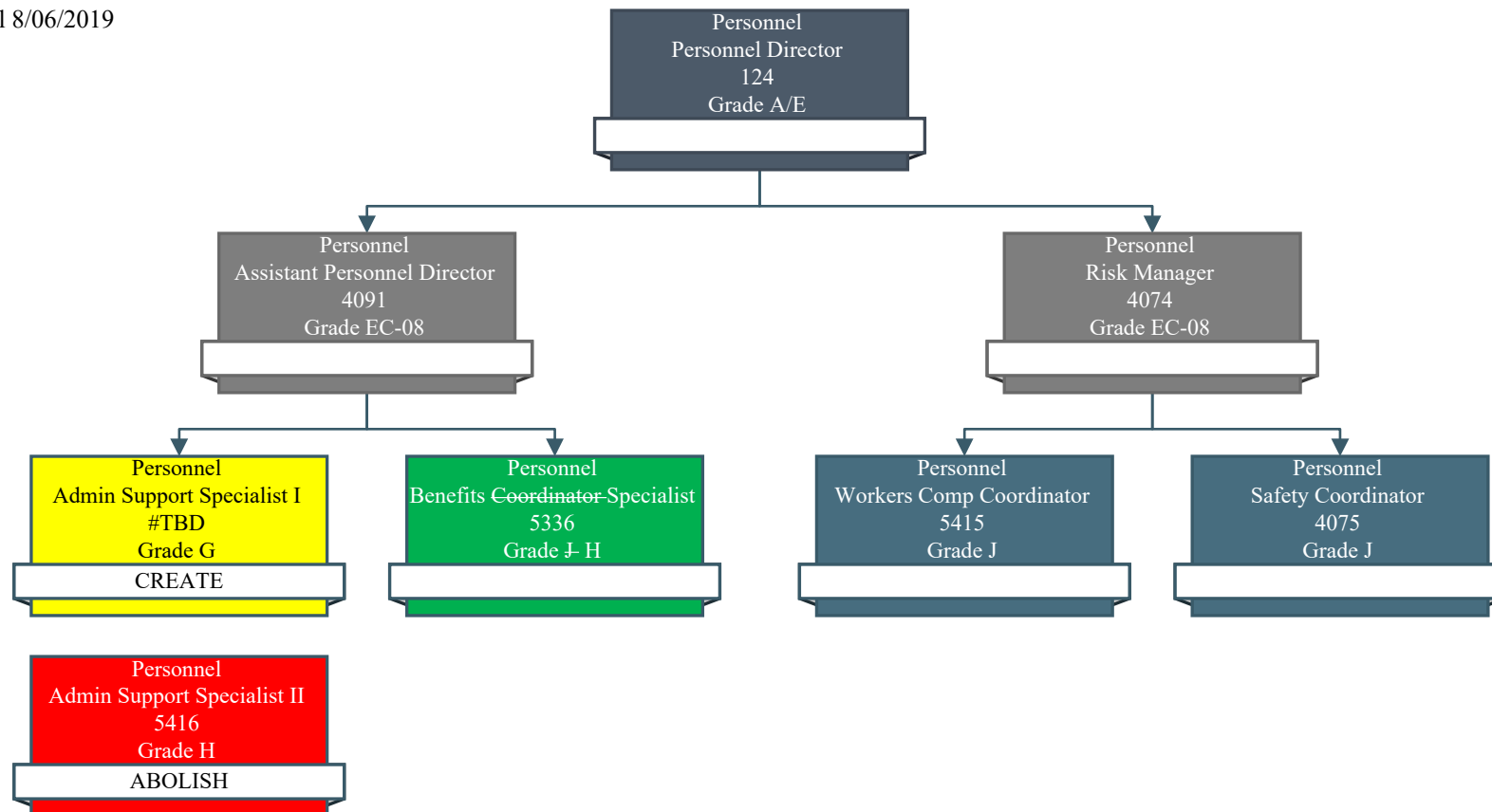
7. General knowledge of departmental policies and procedures and ability to apply them to work problems.
8. Ability to work independently.
9. Ability to analyze and trouble shoot computer related problems.
10. Skills to manage benefits and payroll issues.
11. Skills to manage payroll/HR software.
12. Knowledge of all state and federal payroll/benefits law.

Other Characteristics

1. Willing to travel for purpose of professional development.
2. Willing to work overtime and nonstandard hour to meet deadlines.

Minimum Qualifications

1. ~~Associate's degree and a minimum of two (2) years' experience in benefits administration or five (5) years prior benefits administration experience or combination of education and experience equivalent to these requirements.~~
2. High school diploma or equivalent, required.
3. 3-4 years of office experience with experience and basic understanding of benefits and human resource functions, required.
4. Possess a valid driver's license and be insurable by the County insurance standards.





Baldwin County Commission

Agenda Action Form

File #: 19-1651, **Version:** 1

Item #: O1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Abby Moorer, Office Manager/Gina Jones, County Humane Officer

ITEM TITLE

Baldwin County Trap-Neuter-Return (TNR) Program - Renewal of Eastern Shore Pet Hospital Agreement

STAFF RECOMMENDATION

Approve and authorize the Chairman to execute a Professional Service Agreement renewal for the Trap-Neuter-Return (TNR) Program services with Eastern Shore Pet Hospital. The agreement shall commence on August 6, 2019 and continue for a period of ninety (90) days, expiring November 6, 2019, with an automatic renewal for one additional ninety (90) day term (expiring February 6, 2020), unless terminated by either party in accordance with the terms of the Agreement.

BACKGROUND INFORMATION

Previous Commission action/date: 6/18/2019, 10/16/2018

Background: On June 18, 2019 the Baldwin County Commission approved and authorized the Chairman to execute a Professional Service Agreement renewal for the Trap-Neuter-Return (TNR) Program services with Bay Minette Animal Clinic and Colony Animal Clinic. The agreements commenced on June 18, 2019 and continued for a period of ninety (90) days, expiring September 18, 2019, with an automatic renewal for one additional ninety (90) day term (expiring December 18, 2019). On October 16, 2018 the Baldwin County Commission approved and authorized the Chairman to execute the Professional Service Agreement Renewals for Trap-Neuter-Return (TNR) Services with Baldwin Animal Clinic, Bay Minette Animal Clinic, Colony Animal Clinic and Robertsedale Animal Clinic. The agreements commenced on October 16, 2018 and continued for a period of ninety (90) days (expiring on January 14, 2019) with an automatic renewal for one additional ninety (90) day term (expiring April 14, 2019). To date, \$10,248.00 has been expended.

FINANCIAL IMPACT

Total cost of recommendation: Not to exceed the originally approved amount of \$19,000.00 from fund 780 (Animal Shelter Donations)

Budget line item(s) to be used: 55410.5150.001

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 David Conner, 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: BCAS staff will ensure that veterinarians receive copies of executed contracts and will also manage the TNR program.

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

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 Eastern Shore Pet Hospital ("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 August 6, 2019, renew for one additional ninety (90) day 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 feral cats delivered to Veterinarian's office by the County. The County is under no obligation to provide any minimum number of feral 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 County Humane Officer 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	\$50
Rabies Vaccination	\$12

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

Exam	\$15
Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50

Boarding
Antibiotics

\$7 per night
Veterinarian's established rate

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: _____

Charles F. Gruber., Chairman

Attest:

Wayne A. Dyess
County Administrator

VETERINARIAN

Date: 8/6/19

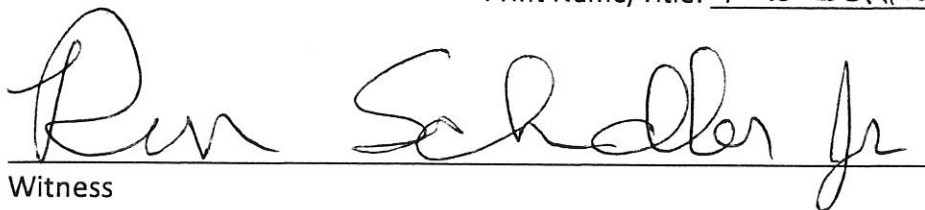
EASTERN SHORE PET HOSPITAL

Clinic Name



Authorized Signature

Print Name/Title: RON SCHINDLER



Witness

Print Name: RON SCHINDLER JR



Witness

Print Name: Rebecca Reno



Baldwin County Commission

Agenda Action Form

File #: 19-1683, **Version:** 1

Item #: O2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wayne A. Dyess, County Administrator

Submitted by: Abby Moorer, Office Manager/Gina Jones, County Human Officer

ITEM TITLE

Purchase of One (1) Polaris Ranger 500 for the Baldwin County Animal Shelter

STAFF RECOMMENDATION

Authorize the Baldwin County Animal Shelter to purchase One (1) Polaris Ranger 500, Sage Green-50 State for a total cost of \$10,089.00, from Baldwin County Victory Polaris, to give staff a more efficient way of completing everyday tasks at the Baldwin County Animal Shelter.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: Staff recommends the purchase of one (1) 2019 Polaris Ranger 500. The primary function of the Polaris Ranger 500 would be to give staff a more efficient way of completing everyday tasks at the Baldwin County Animal Shelter such as transporting heavy dog food and crates, hauling garbage to the dumpster and transporting deceased animals and weekly deposits to Magnolia Landfill. The base cost of the Polaris Ranger 500 is \$9,303.88. The staff recommends the additional purchase of a mid-sized Poly Sport roof at a cost of \$282.61, and a mid-sized Hardcoat Poly windshield at a cost of \$402.51 (with an installation fee of \$100.00) to protect staff from all weather conditions. The total cost of the Polaris Ranger 500 is \$10,089.00.

FINANCIAL IMPACT

Total cost of recommendation: \$10,089.00 from Fund 109 (General Fund)

Budget line item(s) to be used: 55410.5500

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



Sourcwell  Quote
Formerly NJPA Version 2.0

Quote Number QUO-29732-070419
Quote Expiration 9/1/2019

Dealer Name BALDWIN COUNTY VICTORY POLARIS
Dealer Number 29732
Dealer Contact Name JEFF ROBINSON
Dealer Contact Number 251-964-2777

Contract Name Sourcwell #051717-PSI
Expiration Date 7/18/2021

Customer Information	
Name:	BALDWIN COUNTY COMMISSION
Contact	WONDA
Contact Phone number	251-580-2520
Address	312 COURTHOUSE SQ, SUITE 11
City	BAY MINETTE
State	AL
Zip	36507
Sourcwell #	87730

TRANSACTION IS BETWEEN THE POLARIS DEALER AND THE Sourcwell
MEMBER, PLEASE WRITE PURCHASE ORDER TO DEALER DIRECTLY

Freight	Delivery Terms	Payment Terms	Payment Method
FOB Destination US Continental (CONUS) Only	Within 60 days	Net 30	Purchase Order Visa, MasterCard Check

Whole Good Item #	QTY	Description	MSRP (w/o freight)	Sourcwell Discount Price	Extended
R19RMA50B1	1	RANGER 500, Sage Green - 50 State	\$9,499.00	\$9,303.88	\$9,303.88

Subtotal \$9,303.88

Accessory Item #	QTY	Description	Install Time (if applicable)	MSRP	Sourcwell Discount Price	Extended
2883236	1	Mid-Size Poly Sport Roof	0.5	\$329.99	\$282.61	\$282.61
2883319	1	Mid-Size Hardcoat Poly Windshield	0.5	\$469.99	\$402.51	\$402.51

Subtotal \$685.12

Install Time	Install Rate
1.00	\$100.00

Install	\$100.00
Tax	\$0.00
Total	\$10,089.00

Installation pricing is Open Market

Aftermarket (i.e. non-Polaris) items may not be included on any purchase orders referencing the Sourcwell Contract; note that installation of aftermarket items may void part, or all, of the original factory warranty. Please see Owner's Manual for details.



Baldwin County Commission

Agenda Action Form

File #: 19-1632, **Version:** 1

Item #: P1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Charles F. Gruber, Commissioner District 4, Foley Satellite Courthouse

Submitted by: Jeannie M. Peerson, Administrative Support Specialist

ITEM TITLE

Update on Southwest Alabama Workforce Development Council (SAWDC) Activities

STAFF RECOMMENDATION

Dr. Josh Duplantis, Executive Director, Southwest Alabama Workforce Development Council (SAWDC), has requested to come before the Commission to give an update of SAWDC's activities.

BACKGROUND INFORMATION

Previous Commission action/date: September 19, 2018 Commission Meeting

Background: Southwest Alabama Workforce Development Council (SAWDC) develops strategic partnerships which attract, educate and train students and workers to better meet employer needs and foster economic growth in a global marketplace. The organization's vision is to develop a comprehensive, integrated workforce development system which creates a skilled, diverse, motivated, adaptable workforce that better meets the needs of employers and leads to a better quality of life for our citizens.

The Baldwin County Commission's last appropriation of \$22,500.00, was made in Fiscal Year 2018-2019, to aid the SAWDC in the continuation of its public purposes in Baldwin County, Alabama, specifically, as funding assistance towards the development of a comprehensive, integrated workforce development system in Southwest Alabama.

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):

Southwest Alabama Workforce

Development Council

Attn: Josh Duplantis, Executive Director

605 Bel Air Blvd. - Suite 32

Mobile, Alabama 36606

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-1702, **Version:** 1

Item #: P2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

Impact Fee Discussion

STAFF RECOMMENDATION

Discussion - County Administrator, Wayne Dyess, wishes to discuss Impact Fees.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission and municipalities within Baldwin County were authorized to collect impact fees through Senate Bill 296, sponsored by then State Senator Byrne, in 2006. The Impact Fee Bill (Act 2006-300) was passed by the Alabama Legislature in 2006 and codified in the Code of Alabama as §45-2-243 Division 4. Currently, five municipalities (Gulf Shores, Orange Beach, Robertsedale, Summerdale and Fairhope) impact fees. The County performed an impact fee study in 2008, but due to the recession, chose not to implement the impact fee at that time.

In accordance with the Act, impact fees can be collected to offset the impact of new growth on public infrastructure. The impacted public infrastructure subject areas in which this applies is: storm water, drainage, flood control, roads and bridges, capital expenditures related to law enforcement and public safety, fire protection, emergency medical services, public park and recreational facilities, public schools and maintenance and upkeep of facilities or resurfacing of roadways where needed because of the impact of new development.

Impact fees are generally defined as a fee assessed against new development to recoup the costs of required governmental infrastructure needed to support new development. The amount of the impact fee is limited by the act so that the fee charged does not to exceed one percent of the estimated fair and reasonable market value of the new development after completion. For example, a new home with a value of \$250,000.00 would pay an impact fee \$2,500.00 (\$250,000.00 x .01%). Typically, the fee is assessed at Building Permit stage but the Act does allow the collection to occur at the time of the transfer of a lot. The Act also allows for impact fee credits for a developer based on work deemed a "public benefit" in leu of paying the fee. Examples of this could include intersection improvements,

land set aside for public parks or schools or similar activities.

In order to collect impact fees, a study must first be performed. This process will require the Commission to determine the governmental infrastructure subject areas they wish to collect an impact fee for i.e. roads or parks. The consultant will then perform the study determine the extent of impacted area geographically and the amount and how the fee is split between chosen subject areas. Typically, an impact fee study will determine where the impact fees can be assessed geographically. It is unlikely that an impact fee could be supported in an area of the County not experiencing growth as the impact fee is to offset the impacts of growth.

Once the study is completed, the County will draft and ordinance with the impact fees and administrative process to collect the impact fee. This ordinance will also contain details of credits, or work deemed a “public benefit” performed by a developer to mitigate demands caused by the development on public infrastructure. It is estimated that an impact fee study will generally take 3-6 months.

Code of Alabama, §45-2-243-81(1) (a, b, c, and d)

Code of Alabama, §45-2-243-81(2)

Code of Alabama, §45-2-243-81(3)

Code of Alabama, §45-2-243-84(a)(1)

Code of Alabama, §45-2-243-84(c)

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

N/A

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-1703, **Version:** 1

Item #: P3

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: New

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

Master Plan - Comprehensive Plan for Baldwin County

STAFF RECOMMENDATION

Discussion - County Administrator, Wayne Dyess, wishes to discuss a Master Plan for Baldwin County.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background: The Baldwin County Commission received authority for planning and zoning activities through Act No. 91-719, in 1991, codified in the Code of Alabama as §45-26, Part 2. The ability to institute county planning and zoning in Alabama is rare and unique with Baldwin County being one of the few counties (out of 67 total counties) to have such authority. With the rapid development and a changing landscape in Baldwin County, properly planning for this growth is very important so we can sustain such growth while enhancing the livability and the quality of life of residents and visitors.

Pursuant to the planning and zoning authority for Baldwin County, a long-range plan for the County is required, "a master plan for the physical development of the unincorporated areas of Baldwin County. The master plan with the accompanying maps, plats, charts, and descriptive material shall show the planning commission's recommendations for the use and development of the unincorporated areas of Baldwin County". The Code of Alabama describes the use of the master plan when considering ordinances as "the ordinances or regulations shall be made in accordance with a master plan." The language "in accordance with a masterplan" is sometimes considered a consistency requirement. This requirement insures that "planning" is being considered when implementing zoning ordinances and not just "zoning" without long range considerations. This prevents ad hoc decisions with no relationship to the long-range vision of the County. This "consistency" leads to orderly community growth and more effective decision making by insuring long range plans are implemented.

In the Code of Alabama, case notes for §11-52-9, a distinction between "planning" and "zoning" is made. The term "planning" refers to the systematic and orderly development of a community with regard for streets, parks, industrial and commercial undertaking, civic beauty, and other kindred

matters properly within the police power. The term “zoning” refers to the regulation of the use of property, to structural and architectural designs of buildings and the character of use of property or the buildings within classified or designated districts.

The Master Plan (also referred to as Comprehensive Plan or Long-Range Plan) is a geographic framework for growth and development in the County. The Plan expresses a community's desires about the future development and image of the community. It provides the foundation and framework for making physical development and policy decisions in the future such as zoning, re-zoning and subdivision decisions.

It creates a framework, that if done properly, coordinates future development decisions in concert with future public infrastructure investment such as roads, water and sewer. It also provides a level consideration to natural environment issues such as wetlands and creeks. Staff suggests that the long-range development concept should have the following priorities:

1. Identify areas where growth is anticipated and encouraged.
2. Identify areas that, due to natural constraints such as wetlands, floodplains or limited infrastructure, development will be limited.
3. Work collaboratively with municipalities and towns to ensure that the County long range plan is consistent and enhances any long range plans they have within their municipal extra-territorial jurisdiction (ETJ).
4. Land use concept will identify strategies that will enhance municipalities and towns and unincorporated community centers such i.e. Lillian.
5. Encourage walkable nodal development strategical located in areas that can support.
6. Provide clear guidelines for the development community and the public so that development decisions and the associated process is fair, consistent, and predictable.
7. Create a healthy business climate for the county’s respective cities, towns and rural communities, enhancing quality of life for residents, and sustaining quality growth for the future.
8. Through long range land use planning, enhance the County’s image as an attractive place to invest, conduct businesses and raise a family.

Code of Alabama, §45-2-261.03

Code of Alabama, §45-2-261.04(a)

Code of Alabama, §11-52-9, Case notes 1.

FINANCIAL IMPACT

Total cost of recommendation: N/A

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

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

LEGAL IMPACT

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

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

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

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

Additional instructions/notes: N/A



Baldwin County Commission

Agenda Action Form

File #: 19-1707, **Version:** 1

Item #: Q1

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: Addendum

From: Dean Mott, Chief Clerk

Submitted by: Tawanda Gulley, Administrative Support Specialist

ITEM TITLE

Probate Court - Computer Software Support Agreement Addendum

STAFF RECOMMENDATION

Related to the Probate Court Computer Software Agreement, take the following actions:

- 1) Approve the Computer Software Support Agreement with Delta Computer Systems, Inc., commencing on the first day of the delivery of the software or upon acceptance of the addendum by both parties and shall remain in effect for one year. This agreement shall remain in effect for one year and automatically renew annually; and
- 2) Authorize the Chairman to execute the Computer Software Support Agreement Addendum with Delta Computer Systems with the new monthly rate in the amount of \$8,346.67, effective October 1, 2019.

BACKGROUND INFORMATION

Previous Commission action/date: Annual

Background: The Computer Software Support Agreement is renewed on an annual basis, with a standard adjustment.

FINANCIAL IMPACT

Total cost of recommendation: \$100,160.04 (\$8,346.67 monthly)

Budget line item(s) to be used: 51300.5235

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

LEGAL IMPACT

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

Yes. To be reviewed by David Conner, County Attorney

Reviewed/approved by: N/A

Additional comments: N/A

ADVERTISING REQUIREMENTS

Is advertising required for this recommendation? N/A

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

FOLLOW UP IMPLEMENTATION

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

Individual(s) responsible for follow up: Administration and Dean Mott, Chief Clerk/Probate Court

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

Administration - have Chairman sign Computer Support Agreement and Addendum

Mail agreement and addendum to:

Delta Computer Systems, Inc.
1085 Tommy Munro Drive
Biloxi, Mississippi 39532

Additional instructions/notes: N/A



Delta Computer Systems, Inc.

A Harris Local Government Company

1085 Tommy Munro Drive
Biloxi, MS 39532
Phone : (228) 388-7688
Fax: (228) 388-7689

Computer Software Support Agreement ADDENDUM

COPY

For: BALDWIN COUNTY, AL-PROBATE OFFICE

AL05

Below is a current list of maintenance/support/web hosting charges for the upcoming fiscal year 10/ 1/2019 These charges will be billed on 9/15/2019 due for payment 10/ 1/2019.

Delta Contract Number	Description	Date of Last Increase	Current Rate	New Rate	Rate Type
745	Instrument Indexing	09/2018	470.00	500.00	
1928	Probate Court Management	09/2018	390.00	410.00	
2012	Web Site Hosting Inquiry To Probate Court Records	09/2018	150.00	160.00	
2014	Web Site Hosting Inquiry To Marriage License Index	09/2018	150.00	160.00	
2016	Web Site Hosting Inquiry To Ucc Index Records	09/2018	150.00	160.00	
2018	Web Site Hosting Inquiry To Deed Instrument Index	09/2018	770.00	810.00	
2403	Inquiry To Deed Instrument Images Via Internet	09/2018	3,560.00	3,760.00	
2915	Intranet Inquiry System	09/2018	90.00	90.00	
2916	Court Calendar Web-hosting	09/2018	150.00	160.00	
3278	Barcoded Batch Scanning Land Records	09/2018	360.00	380.00	
8880	Insite Gui Maintenance (13) Stations(Annual)	09/2018	870.00	920.00	Annual
8920	(18) Scan Stations-Instruments/Courts	09/2018	1,560.00	1,650.00	
Note: Updated to actual number of stations					
25940	Positive Pay Export Module	04/2017	30.00	30.00	
IVMCBP03(1)		TOTAL:	7,902.50	8,346.67	MONTHLY

Agreed this _____ day of _____, 2019.

BALDWIN COUNTY, AL
County/Office Name

Accepted: Delta Computer Systems, Inc.

Client Signature

Printed Name

TO: BALDWIN COUNTY PROBATE OFFICE
P.O. BOX 459
BAY MINETTE AL 36507

Tawanda Gulley

Subject: FW: Service Contract Increase from Delta Computer Systems

Importance: High

From: Dean Mott

Sent: Friday, July 19, 2019 1:24 PM

To: Ronald Cink <RCink@baldwincountyal.gov>

Cc: Sara E. Peden <SPeden@baldwincountyal.gov>; Harry D'Olive <Harry.DOlive@baldwincountyal.gov>

Subject: Service Contract Increase from Delta Computer Systems

Ron:

Good afternoon! Sara provided me with the attached notice that she received recently from Delta Computer Systems reflecting a slight monthly increase (from \$7902.50 to \$8346.67) in their maintenance agreement for the upcoming fiscal year. In preparation of our budget for the ensuing fiscal year, I wanted you to be aware of this new increase so that our projected budget for FY2020 could be adjusted accordingly.

Thanks,

Dean Mott

Chief Clerk

Baldwin County Probate Court

220 Courthouse Square

PO Box 459

Bay Minette, AL 36507

☎ Phone: 251-937-0287 ☎ Fax: 251-580-1834

✉ Email: dean.mott@baldwincountyal.gov





Baldwin County Commission

Agenda Action Form

File #: 19-1706, **Version:** 1

Item #: Q2

Meeting Type: BCC Work Session

Meeting Date: 7/23/2019

Item Status: Addendum

From: Wayne Dyess, County Administrator

Submitted by: Miranda N. McKinnon, Administrative Support Specialist

ITEM TITLE

Request from Franklin Primary Health Center, Inc. for a Letter of Support - Public Health Service Section 330 Grant

STAFF RECOMMENDATION

Discuss a request from Franklin Primary Health Center, Inc. for a letter of support for the Franklin Primary Health Center, Inc.'s Service Area Competition Application for the Public Health Service Section 330 grant.

BACKGROUND INFORMATION

Previous Commission action/date: N/A

Background:

Franklin Primary Health Center, Inc. is a 501-C3, not-for-profit local and community health center established in 1975 by a group of concerned citizens. The Center is financed by Medicaid, Medicare and private insurance payments as well as federal, state and local contributions. Currently the center operates community based health centers in Mobile, Baldwin, Escambia, Monroe, Conecuh and Choctaw Counties in Alabama and serve over 40,000 patients annually.

On July 18, 2019, staff received a request from Mr. Charles White, Chief Executive Officer of Franklin Primary Health Center, Inc., for the Baldwin County Commission to send a letter of support to Franklin Primary Health Center, Inc. for the Service Area Competition Application for the Public Health Service Section 330 grant. The purpose of the grant is to ensure continued access to affordable, quality primary health care services for communities and vulnerable populations currently served by the Health Center Program.

Mr. White has requested that the Letter of Support be submitted to him by July 24, 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?
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: By July 24, 2019

Individual(s) responsible for follow up: Administration

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

Franklin Primary Health Center, Inc.
Mr. Charles White, Chief Executive Officer
P.O. Box 2048
Mobile, Alabama 36652

Additional instructions/notes: N/A

4BCC
WD
RC



FRANKLIN

PRIMARY HEALTH CENTER, INC.

P. O. Box 2048 • Mobile, AL 36652

251-434-8177

www.franklinprimary.org

"Our Primary Concern Is You."

RECEIVED
JUL 18 2019

BY: 

July 12, 2019

Commissioner Charles F. Gruber
Baldwin County Commission
312 Courthouse Square, Suite 12
Bay Minette, AL 36507

Re: Request for letter of support for Service Area Competition

Dear Commissioner Gruber:

I am writing to request a letter of support for our Service Area Competition Application for our Public Health Service Section 330 grant.

Franklin Primary Health Center, Inc. is a not for profit community health center established in 1975 by a group of concerned citizens. Currently we operate community based health centers in Mobile, Baldwin, Escambia, Monroe, Conecuh and Choctaw Counties in Alabama and serve over 40,000 patients annually. Our mission is to be a compassionate and viable Community Health Center. Franklin has a long history of providing comprehensive quality primary health care to patients regardless of their ability to pay, including those who are uninsured and underserved, at-risk, and poor.

Considering our history and commitment to the communities we serve, we hope we can count on you for a letter in support of our Service Area Competition Application. Please address the letter to my attention and return to me by Wednesday, July 24, 2019.

Your support for our application will allow us to continue to provide services to those most in need in our community.

Thank you for your consideration.

Sincerely,



Charles White
Chief Executive Officer

SAMPLE LETTER

July 12, 2019

Dear Mr. White:

I am writing in support of Franklin Primary Health Center's Service Area Competition Application.

Franklin Primary Health Center's history of serving Baldwin County communities as the safety net provider for those most in need of access to affordable healthcare services is well known. Beginning in 1997, Franklin's established its first community health center in Loxley. Since that time, Franklin's operations have expanded to include a dental center in Loxley, a health center in North Baldwin County, a community health center/migrant health center in Foley, and most recently a school based health center in Foley.

Franklin Primary Health Center's mission is to be a compassionate and viable Community Health Center. They provide caring, compassionate, accessible, and affordable health services. Franklin Primary Health Center has a long history of providing comprehensive quality health care to residents of Baldwin County regardless of their ability to pay, including those who are uninsured and underserved, at-risk and poor.

TELL ABOUT YOUR ORGANIZATION AND HOW YOU WORK OR WILL WORK WITH FRANKLIN.

Considering your history and commitment in Baldwin County, I feel that Franklin Primary Health Center is the best applicant for this Service Area Competition Grant.

I recognize the value of the services your organization provides and your efforts in this proposed project and look forward to continue supporting your organization.

Sincerely,

Please feel free to change these letters as you like.

You can fax or email letters to 251-434-8181 or betty.brady@franklinprimary.org.

Contact betty.brady@franklinprimary.org if you would like an electronic version of sample letters emailed to you.

If you have any questions, please contact Judy Mitchell at 251-436-7631.



Alabama Secretary of State



Franklin Primary Health Center, Inc.	
Entity ID Number	745 - 523
Entity Type	Domestic Non-Profit Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	1-31-1975
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Incorporators	
Incorporator Name	HUNT, MARSHALL
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BUSKEY, JAMES E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	CARSTENSEN, JAMES
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SNYDER, SISTER ROSLYN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Transactions	
Transaction Date	11-4-1977
Legal Name Changed From	Franklin Memorial Clinic, Inc.

Franklin Primary Health Center, Inc.	
Transaction Date	5-23-1997
Legal Name Changed From	Franklin Memorial Primary Health Center
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	5-23-1997 Legal Name Change 3 pgs.

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