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ADMINISTRATOR
Florence M. Cauthen
DEPUTY ADMINISTRATOR

July 1, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen *FMC*
Interim County Administrator

SUBJECT: Information pertaining to the July 6, 2020
Montgomery County Commission Regular Meeting

County Offices will be closed Friday, July 3, 2020, in observance of Independence Day.

The Commission meeting will be held on Monday, July 6, 2020, at 8:30 a.m. The Formal Session will begin at 9:30 a.m. It will be broadcast live on the Montgomery County Alabama Facebook page.

1. County Commission Information Session Schedule for July 6, 2020

Waived Rules Item for Monday, July 6, 2020

2. Consider Adoption of Resolution Proclaiming July 7, 2020 as Reverend Richard C. Boon Day in Montgomery County, Alabama, County Commission
3. Consider Authorization to Hire a County Administrator, County Commission

Items to Consider for the Monday, July 20, 2020 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization to Sell Two (2) 2014 Ford Explorer Vehicles to the Macon County Sheriff's Department at a Price to be Negotiated by Sheriff Cunningham, Sheriff's Office
5. Consider Authorization of Amendment to Assign Telephone System and Service Agreement with Legacy Long Distance International, Inc., dba Legacy Inmate Communications, and NCIC Inmate Communications, Inc., Detention Facility
6. Consider Authorization of Grant Award from Mississippi State University for "The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama", Probate Judge's Office (Archives)

A COUNTY OLDER THAN THE STATE

7. Consider Authorization of Expenditure of Funds to be Used to Prevent, Prepare for and Respond to the Coronavirus and are Eligible for Reimbursement, County Commission
8. Consider Authorization of Standard Service Contract with Howard Technology Solutions regarding Audio/Video Upgrades to the Commission Conference Room and Chambers, County Commission
9. Consider Authorization of Grant Award, Grant Extensions and for the Chairman to Sign the Grant Agreements regarding the Weatherization Assistance Program, Grant DOE-028-20, County Commission
10. Consider Authorization of Amendment Number 2 to Harrison and Associates, LLC regarding a One (1) Year Extension, beginning September 1, 2020 and ending August 31, 2021 and a 5% Pricing Increase for Landscape Maintenance Services at the Industrial Park, Contract Number 51901-18B-024, Parks and Recreation Department
11. Consider Adoption of Resolution Authorizing a Project Agreement and Related Documents for the Use and Grant of Public Funds and Things of Value in Aid of Mountain Top USA, Inc., and Certain Other Private Entities, County Commission (**NOTE: A Public Hearing will be held on July 20, 2020 prior to the Commission's vote concerning this matter**)
12. Consider Authorization to Ratify an Easement with the Alabama Power Company for Electrical Service at the Old Selma Road Park, County Commission

Personnel Actions

13. Consider Authorization of Allocation of Appraiser II and Related Position Fill Request, Appraisal Department
14. Consider Authorization of Position Fill Requests – District Attorney's Office (3)
 - Records Coordinator, Position Number 408015011
 - Asst. Records Coordinator, Position Number 408010022
 - Retired RSA Employee Professional (Investigator), Position Number 400079001

General Information

15. Letter from the Alabama Department of Transportation regarding Roundabouts on US80, SR126 and I-85 Waugh
16. Letter from Donald L. Mims regarding his resignation from the Board of Directors of the Montgomery County Community Cooperative District, Effective June 30, 2020
17. Proposed Montgomery County Commission Meeting Schedule for the Remainder of 2020

Montgomery County Commission

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July 1, 2020

18. Contract with Moore-Zeigler Group, LLC for Implementation and Management of the Minority and Women-Owned Business Initiative
19. Letter from County Attorney Thomas T. Gallion, III, regarding an Executive Session concerning a Commerce or Trade Matter
20. Letter from County Attorney Thomas T. Gallion, III, regarding an Executive Session concerning Pending Litigation

If you have any questions, please contact me.

FMC/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JULY 6, 2020

- 8:30 a.m. Prayer and Briefing regarding the Agenda and Scheduled Attendees
- 8:35 a.m. Sheriff Derrick Cunningham – Presentation regarding the Sale of Two 2014 Ford Explorer Vehicles to the Macon County Sheriff's Department (**Future Agenda Item 4**) and Amendment to Assign Telephone System and Service Agreement with Legacy Long Distance International, Inc., dba Legacy Inmate Communications, and NCIC Inmate Communications, Inc. (**Future Agenda Item 5**)
- 8:40 a.m. County Archivist Dallas Hanbury – Presentation regarding Grant Award from Mississippi State University for “The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama” (**Future Agenda Item 6**)
- 8:45 a.m. County Engineer George Speake – Presentation regarding Letter from the Alabama Department of Transportation regarding Roundabouts on US80, SR126 and I-85 Waugh (**General Information Item 15**)
- 8:50 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Resolution Proclaiming July 7, 2020 as Reverend Richard C. Boon Day in Montgomery County (**Waived Rules Item 2**)
- 8:55 a.m. Chief Appraiser Clay Henley – Presentation regarding Allocation of Appraiser II and Related Position Fill Request (**Personnel Action Item 13**)
- 9:00 a.m. Chief Administrator Rhonda Cape – Presentation regarding Position Fill Requests for the District Attorney's Office (**Personnel Action Item 14**)
- 9:30 a.m. Formal Session
- 10:00 a.m. County Attorney Thomas T. Gallion, III – Executive Session regarding a Commerce and Trade Matter (**General Information Item 19**)
- 10:15 a.m. County Attorney Thomas T. Gallion, III – Executive Session regarding a Pending Litigation (**General Information Item 20**)
- 10:45 a.m. Adjourn

Resolution

WHEREAS, Richard C. Boone was born on July 7, 1937, in Calhoun, Alabama, to Dave and Leona Boone; and

WHEREAS, Rev. Boone attended Alabama State University where he majored in History and Political Science. He also attended Phillips Theological Seminary in Atlanta, Georgia and received a Master's Degree of Theology; and

WHEREAS, on March 24, 1965, he organized 800 students from the campus of Alabama State University to come to a field which was once the site of Young Forte Village and the Cedar Park Housing Project, to join approximately 25,000 Selma-to-Montgomery marchers on the fourth day of their five day journey; the next day the group arrived in front of Alabama's Capitol to demand their right to vote; and

WHEREAS, Rev. Boone was the Field Director for the Southern Christian Leadership Conference (SCLC), in which he worked to challenge discrimination throughout Alabama. He worked in Selma before, during, and after the Selma to Montgomery March, and, after Bloody Sunday and Turn Around Tuesday, he was asked to return to Alabama State University to coordinate students' support for the Selma to Montgomery March; and

WHEREAS, for half-a-century, beginning on the campus of Alabama State University, he championed human rights and joined young activists visiting Montgomery to organize the Student Non-Violent Coordinating Committee (SNCC); and

WHEREAS, in the late 1960's, Rev. Boone organized the Alabama Action Committee (AAC), through which he challenged area stores that would not hire minorities and waged a vigorous campaign against police brutality and judicial injustices; and

WHEREAS, Rev. Boone and the AAC received approval for the food stamp program from the Board of Revenue and the County Commission in 1967;

WHEREAS, Rev. Boone served as a Chaplain (Major) in the U.S. Army for over ten years from 1979-1990, conducting services in California, Germany, and Louisiana; he then returned home with his wife, (Activist and Educator) Mary Gambles Boone to continue their work in civil and human rights until he passed, October 10, 2013 at the age of 76; and

WHEREAS, in 2013, State Representative Thad McClammy introduced a proclamation, signed by then Governor Robert Bentley, designating a portion of West Fairview Avenue as Rev. Richard Boone Boulevard, along the Selma to Montgomery National Historic Trail; and

WHEREAS, on July 7, 2020, the life and legacy of Rev. Richard Boone will be celebrated at Old Young Forte Village and Cedar Park on Mobile Highway.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby proclaim Tuesday, July 7, 2020 in Montgomery County, Alabama as

Reverend Richard C. Boone Day.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 6th day of July, 2020.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISALAH SANKEY

COMMISSIONER DOUG SINGLETON

Consider Authorization to Hire a County Administrator, County Commission

No documents are presented for this item.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

June 25, 2020

MEMORANDUM

TO : Ms. Florence Cauthen
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Request for Sale of (2) MCSO Vehicles

I am in receipt of the attached letter from the Macon County Sheriff's Department whereby they are requesting to purchase two (2) of our decommissioned fleet vehicles that have not sold to-date.

If you have any questions, please let me know.

DC/crv

encl.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

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MACON COUNTY SHERIFF DEPARTMENT

246 COUNTY ROAD 10

TUSKEGEE, AL 36083

(334) 724-0669 / FAX (334) 724-0009

DETENTION CENTER (334) 727-2500

ANDRE' BRUNSON
SHERIFF

June 24, 2020

Mr. Donald L. Mims, Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102-1667

Dear Sir:

This letter is serving to purchase two (2) vehicles from the Montgomery County Sheriff's Office that have been deemed decommissioned by Sheriff Derrick Cunningham (below). In an effort to keep up with the demands of daily operations, these vehicles will become part of a fleet that is rebuilding and are needed to serve the citizens of Macon County. As Sheriff of Macon County, I appreciate any and all consideration in this matter.

Vehicles Decommissioned:

(2) – 2014 Ford Explorers

If there is any additional information needed concerning this matter please call me at 334-339-0522 (cell).

Sincerely

A handwritten signature in cursive script that reads "Andre Brunson".
Sheriff Andre Brunson

July 1, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator



SUBJECT: Assignment of Telephone System and Service Agreement

Montgomery County Commission has a contract with Legacy Inmate Communications to provide inmate phone services in the detention facilities. Legacy is no longer providing services in this region and is transitioning its operations to Network Communications International Corporation ("NCIC").

Attached is an amendment to Contract 52200-18B to assign the contract to NCIC. All other terms and conditions remain unchanged. Sheriff Cunningham is in agreement with the assignment. I request that the amendment be placed on the next agenda.



AMENDMENT TO ASSIGN TELEPHONE SYSTEM AND SERVICE AGREEMENT

This Amendment is made and entered into this ____ day of _____, 2020 ("Assignment Date"), by and between Legacy Long Distance International, Inc. dba Legacy Inmate Communications, ("Legacy" or "Company"), NCIC Inmate Communications, Inc ("NCIC"), and Montgomery County Commission ("County").

RECITALS

WHEREAS, Company desires to assign all rights and obligations under the Telephone System Agreement dated February 26, 2018 to NCIC, a Texas corporation, complete with all amendments to date;

WHEREAS County consents fully to this assignment;

NOW, THEREFORE, County, NCIC, and Company further agree as follows:

1. Pursuant to Section 5.3, all rights and obligations of Company under the Telephone System Agreement are hereby assigned to NCIC effective on the Assignment Date. While assignment will occur on this date, either NCIC or Legacy may be providing the telephone service 60 days prior or after this date based on the needs of the agency and to ensure seamless transition of services at the facility and with the staff. The rights and obligations of County under the terms of this Agreement remain unchanged and in full force.
2. The parties both reaffirm that, pending joint written consent, this agreement may be extended for a term of additional years, as initially contemplated in the Telephone System Agreement dated February 26, 2018, Section 4.2.
3. All other terms and conditions remain unchanged.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first set above.

Montgomery County Commission

By: _____

Name and Title

Legacy Inmate Communications

By: _____

Name and Title

NCIC Inmate Communications, Inc

By: _____

Name and Title



J C LOVE, III
Probate Judge, Montgomery County

M E M O R A N D U M

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

FROM: Judge J C Love, III, Montgomery County Probate Court

RE: Mississippi State University Grant Award

DATE: June 25, 2020

The Montgomery County Archives has been selected to be a subrecipient of a grant award from the National Archives and Records Administration to Mississippi State University for "The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama." The \$20,900 award will be used to purchase an overhead book scanner to scan records related to The Lantern Project. The records to be scanned are in-bound real property record books and other bound volumes. Archives will provide an in-kind match of hours spent scanning documents for the project.

I request that the grant award be placed on the next agenda.

MSU Subaward No.: 320100.361953.03

☐ Modification No.

Subaward Notice (SN)

SUBRECIPIENT	MISSISSIPPI STATE UNIVERSITY
1. LEGAL NAME OF SUBRECIPIENT Montgomery County Commission (See Page 2 for Contact Information.)	2. MISSISSIPPI STATE UNIVERSITY Office of Sponsored Projects P.O. Box 6156 133 Etheredge Hall, 449 Hardy Road Mississippi State, MS 39762 (See Page 2 for Contact Information.)
3. Proposal/Project Title: The Lantern Project (See Block 16, Appendix A)	4. Source of Funding: Prime Sponsor: NHPRC Prime Agreement No.: RM-102988-20 CFDA: 89.003 Title: (See Block 16, Appendix B)
5. Description/Purpose of This Action: Initial Award.	
6. Special Terms and Conditions:	7. Funding Information / Period of Performance: a. Amount Funded This Action: \$20,990.00 b. Amount Prior Funding: c. Total Sponsored Funds To Date: \$20,990.00 d. Cost-sharing Added with This Action: \$7,000.00 e. Total Cost Sharing Required To Date : \$7,000.00 f. Start Date: 1/1/2020 g. End Date: 12/31/2020
☐ Special T&C Continued in Block 17, page 2	
Each signatory below certifies that they are authorized to execute legally binding commitments on behalf of their named party.	
For: SUBRECIPIENT Signature: _____ Name & Title: Date: _____ TIN/EIN:	For: MISSISSIPPI STATE UNIVERSITY Signature: _____ Name Kevin Enroth & Title: Director, Office of Sponsored Projects Date: _____

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MSU Subaward No.: 320100.361953.03

☐ Modification No.

(Subaward Notice Continued) Contact Information

The parties agree that pen and ink entries to correct or update the information in Blocks 10-15 are not "changes" requiring initials.

SUBRECIPIENT	MISSISSIPPI STATE UNIVERSITY
8. Principal Investigator: Name: Dr. Dallas Hanbury Ph: 334-832-7173 Fax: Email: DallasHanbury@mc-ala.org	9. Project Director: Name: Jennifer McGillan Ph: 662-325-3071 Fax: Email: jmcgillan@library.msstate.edu
10. Administrator / Contractual Contact: Name: same as PI above Ph: Fax: Email: Address: Montgomery County Commission, Finance Dept, 101 S. Lawrence St., Montgomery, AL 36104	11. Administrator: Name: Justin Stidham Subaward Manager and Contract Administrator Ph: 662.325.7404 Fax: 662.325.3803 Email: subcontract@osp.msstate.edu Address: Office of Sponsored Projects, P.O. Box 6156, 133 Etheredge Hall, 449 Hardy Road, Mississippi State, MS 39762
12. Reserved 	13. MSU Fiscal Matters: Name: Ms. Denise Peoples Assistant Controller for Sponsored Programs Accounting Ph: 662.325.1937 Address: Office of the Controller, P.O. Box 5227, Mississippi State, MS 39762
14. Financial / Remittance Address: Montgomery County Commission, Finance Dept, 101 S. Lawrence St., Montgomery, AL 36104	15. Send Invoices To: Name: Ms. Candace Box Sponsored Programs Accounting Ph: 662.325.1937 Email: subcontracts@controller.msstate.edu Address: Office of the Controller, P.O. Box 5227, Mississippi State, MS 39762
16. Incorporation: The documents checked are incorporated into this subcontract as noted: ☒ MSU Standard Cost Reimbursable Subaward Terms and Conditions, 01-09, by reference, see: (http://osp.msstate.edu/forms/pdfs/Cost_Reimbursable_Terms_and_Conditions.pdf) ☐ MSU Standard Fixed Price Subaward Terms and Conditions, 11-11, by reference, see: (http://osp.msstate.edu/forms/pdfs/Terms_Fixed_Price_Sub.pdf) ☒ Appendix A: SUBRECIPIENT's Proposal and or Statement of Work, including the approved budget, attached. ☒ Appendix B: Funding Source Prime Agreement, attached. ☒ Appendix C: FFATA Data Form ☐ A-133 Certification Form, see: http://www.controller.msstate.edu/forms/downloadfile.php?id=94 ☐ Other:	

Special Terms & Conditions from # 6, may be continued here:

Appendix C

☐ New☐ Modification No.

MSU Subaward No.: 320100.361953.03

Institution/Organization ("Subrecipient")

Name: Montgomery County Commission

Address: 101 South Lawrence St.

City: Montgomery

State: AL

ZipCode + 4: 36104

EIN No.: 636 001 653

Institution Type: North American Industry Classification System (NAICS) Code:

DUNS No.:

099 839 086

Congressional District:

AL 2nd

Parent DUNS No.:

Congressional District:

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? ☐ Yes ☐ No

*If no, FFATA reporting of this subaward is not required.

Currently registered in CCR? ☐ Yes ☐ NoIs the Performance Site the Same Address as Above? ☐ Yes ☐ No

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if--

(i) the entity in the preceding fiscal year received--

(I) 80 percent or more of its annual gross revenues in Federal awards (federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements); AND

(II) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Is subaward entity exempt from reporting executive compensation? ☐ Yes ☐ No If no, complete the information below.

Please give a description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract:

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**NATIONAL HISTORICAL PUBLICATIONS AND RECORDS COMMISSION (NHPRC) -
BUDGET FORM & INSTRUCTIONS**Project Director: Jennifer McGillanOrganization: Mississippi State University LibrariesRequested Grant Period From: (MM/DD/YYYY) 01/01/2020 Thru: (MM/DD/YYYY) 12/31/2022

If this is a revised budget, indicate NHPRC grant number: _____ New End Date (MM/DD/YYYY) _____

The method of cost computation should clearly indicate how the total charge for each budget item was determined. If more space is required for any budget Category, please follow the budget format on a separate sheet of paper. Click [HERE](#) to see the detailed instructions.

1. Salaries and Wages

Provide the names and title of the principal project personnel. For support staff, include the title of each position and indicate in the number column the number of persons who will be employed in that capacity. For persons employed on an academic year basis, list separately any salary for work done outside the academic year.

Name/Title or Position	No	Method of Cost Computation	Year 1		Year 2		Year 3		Total		
			NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
Jennifer McGillan, Coordinator of Manuscripts	1	4 hrs/wk (10%)		6,365		6,683		7,017	0	20,065	20,065
Jenifer Ishee Hoffman, Digital Archivist	1	4 hrs/wk (10%)		6,000		6,300		6,615	0	18,915	18,915
Emily Harrison, DPAU	1	4 hrs wk (10%)		3,121		3,277		3,441	0	9,839	9,839
History graduate student	1	20 hrs/wk (100%)	8,160		8,405		8,657		25,222	0	25,222
User Interface designer	1	4 hrs wk (10%)		5,000		5,250		5,512	0	15,762	15,762
Coordinator of Digital Initiatives and Web Services	1	2 hrs wk (5%) (Y1), 1 hr (2.5%) Y2-3		3,731		1,958		2,056	0	7,745	7,745
Corinne Kennedy, Humanities Librarian	1	4 hrs week (10%)				5,237		5,499	0	10,736	10,736
CS graduate student	1	20 hrs/week (100%)	8,160						8,160	0	8,160
DeeDee Baldwin, History Research Librarian	1	4 hrs week (10%)				5,186		5,445	0	10,631	10,631
									0	0	0
									0	0	0
									0	0	0
Subtotal			16,320	24,217	8,405	33,891	8,657	35,585	33,382	93,693	127,075

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2. Fringe Benefits

If more than one rate is used, list each rate and salary base.

Rate (% OF)	Salary Base	Year 1		Year 2		Year 3		Total		
		NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
36			8,813		12,333		12,949	0	34,095	34,095
		23,904		12,550		13,178		49,632	0	49,632
0		3,192		1,676		1,760		6,628	0	6,628
		58		30		31		119	0	119
								0	0	0
								0	0	0
								0	0	0
								0	0	0
Subtotal		27,154	8,813	14,256	12,333	14,969	12,949	56,379	34,095	90,474

3. Consultant Fees

Include payments for professional and technical consultants and honoraria.

Name or type of consultant	No of Days on Project	Daily Rate of Compensation	Year 1		Year 2		Year 3		Total		
			NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Fund	Cost Share	Grand Total
									0	0	0
									0	0	0
									0	0	0
									0	0	0
									0	0	0
									0	0	0
									0	0	0
Subtotal			0	0	0	0	0	0	0	0	0

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4. Travel

For each trip, indicate the number of persons traveling, the total days they will be in travel status, and the total subsistence and transportation costs for that trip. When a project will involve the travel of a number of people to conference, institutes, etc., these costs may be summarized on one line by indicating the point of origin as "various", ALL foreign travel must be listed separately.

From/To and Purpose	#	*	Subsistence & Transportation Costs	Year 1		Year 2		Year 3		Total		
				NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Fund	Cost Share	Grand Total
Starkville to Natchez, scanning documents at NHF	2	5	2,740	2,740		2,740		2,740		8,220	0	8,220
Starkville to Natchez, scanning documents at NHF	2	5	2,740							0	0	0
Starkville to Natchez, scanning documents at NHF	2	5	2,740							0	0	0
										0	0	0
										0	0	0
										0	0	0
										0	0	0
										0	0	0
Subtotal				2,740	0	2,740	0	2,740	0	8,220	0	8,220

- Number of persons * - Total travel days

5. Supplies and Materials

Include consumable supplies, materials to be used in the project and items of expendable equipment (i.e., equipment items costing less than \$5,000 and with an estimated useful life of less than a year)

Item	Basis/Method of Cost Computation	Year 1		Year 2		Year 3		Total		
		NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
Subtotal		0	0	0	0	0	0	0	0	0

6. Services

Include the cost of duplication and printing, long distance telephone calls, equipment rental, postage, and other service related to project objectives – not included under other budget categories. For subcontracts, provide an itemization of subcontract costs as an attachment.

Item	Basis/Method of Cost Computation	Year 1		Year 2		Year 3		Total		
		NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
University of Mississippi, Oxford, MS		16,859	5,127		8,011		4,632	16,859	17,770	34,629
Columbus-Lowndes County Public Library, Columbus, MS		142,195	27,185	500	27,035	500	27,035	143,195	81,255	224,450
Natchez Historical Foundation, Natches, MS		5,000	5,000	5,000	5,000	5,000	5,000	15,000	15,000	30,000
Montgomery County Archives, AL		20,990	7,000		7,000		7,000	20,990	21,000	41,990
Delta State University, Cleveland, MS		8,400	9,629					8,400	9,629	18,029
								0	0	0
								0	0	0
Subtotal		193,444	53,941	5,500	47,046	5,500	43,667	204,444	144,654	349,098

7. Other Costs

Include participant stipends and room and board, equipment purchases, and other items not previously listed. Please note that "miscellaneous" and "contingency" are not acceptable budget categories. Refer to the budget instructions for the restriction on the purchase of permanent equipment.

Item	Basis/Method of Cost Computation	Year 1		Year 2		Year 3		Total		
		NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
Book scanner		40,000						40,000	0	40,000
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
								0	0	0
Subtotal		40,000	0	0	0	0	0	40,000	0	40,000

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8. Total Project Costs

Add totals of items 1 to 7.

	Year 1		Year 2		Year 3		Total		
	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	NHPRC Funds	Cost Share	Grand Total
Subtotals (Items 1-7)	279,658	86,971	30,901	93,270	31,866	92,201	342,425	272,442	614,867

9. Indirect Costs

If indirect costs are to be charged to this project, CHECK THE APPROPRIATE BOX BELOW and provide the information requested. Refer to the budget instructions for explanations of these options.

Note: NHPRC only accepts indirect costs as cost share See 2 CFR 2600.1



Current indirect cost rate(s) has/have been negotiated with Federal agency (complete items A and B).



Indirect cost proposal has been submitted to a Federal agency, but not yet negotiated (indicate the name of the agency in Item A and show proposed rate(s) and base(s) and the amount(s) of indirect costs in item B).



Applicant chooses to use a rate not to exceed 10% of direct costs, less distorting items (under item B, enter the proposed rate, the base against which the rate will be changed, and the computation of indirect costs per year).

Item A. Name of Federal agency: _____

Date of agreement: _____

Item B.	Rate(s)		Base(s)	Cost Sharing	Total
	27.20	of	\$ 98,559	\$ 36,611	\$ 36,611
	27.20	of	\$ 127,788	\$ 34,758	\$ 34,758
		of	\$	\$	\$ 0
				\$ 71,369	\$ 71,369
			TOTAL INDIRECT COSTS		

10. Total Costs (Cost Sharing and Project).

\$ 343,811 \$ 686,236

6-10

SUMMARY BUDGET

Enter the period of each year of the proposed grant.

Budget Categories	Year 1		Year 2		Year 3		TOTAL COSTS FOR ENTIRE GRANT PERIOD
	from: thru:	1/1/2020 12/31/2020	from: thru:	1/1/2021 12/31/2021	from: thru:	1/1/2022 12/31/2022	
1.) Salaries & Wages	\$	40,537	\$	42,296	\$	44,242	= \$ 127,075
2.) Fringe Benefits	\$	35,967	\$	26,589	\$	27,918	= \$ 90,474
3.) Consultant fees	\$	0	\$	0	\$	0	= \$ 0
4.) Travel	\$	2,740	\$	2,740	\$	2,740	= \$ 8,220
5.) Supplies & Materials	\$	0	\$	0	\$	0	= \$ 0
6.) Services	\$	247,385	\$	52,546	\$	49,167	= \$ 349,098
7.) Other Costs	\$	40,000	\$	0	\$	0	= \$ 40,000
8.) Total project costs	\$	366,629	\$	124,171	\$	124,067	= \$ 614,867
9.) Indirect Costs	\$	71,369	\$	0	\$	0	= \$ 71,369
10.) Total direct/indirect costs	\$	437,998	\$	124,171	\$	124,067	= \$ 686,236

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PROJECT FUNDING FOR ENTIRE GRANT PERIOD

1. Indicate the amount of outright and/or Federal matching funds that is requested from NHPRC.
2. Indicate the amount of cash contributions that will be made by the applicant and cash, and in-kind contributions made by third parties to support project expenses that appear in the budget. Cash gift that will be raised to release Federal matching funds should be included under "Third-party contributions". (Consult the program guidelines for information on cost sharing requirements.) When a project will generate income that will be used during the grant period to support expenses listed in the budget, indicate the amount of income that will be expended on budgeted project activities. Indicate funding received from other agencies.
3. Total Project Funding should equal Total Project Costs.

	Outright	Federal Matching		TOTAL FUNDING
1. REQUESTED	\$ 339,105	\$	=	\$ 339,105

	Applicant's contribution	Third-party contributions	Project Income	Other Federal agencies		TOTAL COST SHARING
2. COST SHARING	\$ 343,811	\$	\$	\$	=	\$ 343,811

3. TOTAL PROJECT FUNDING (Total Funding + Total Cost sharing): = \$ 682916

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Submission of a revised budget

When submitting a revised budget, the Institutional Grant Administrator or Individual Applicant should provide the information requested below. The signature of this person indicates approval of the budget submission and the agreement of the organization/individual to cost share project expenses at the level under "Project Funding."

Name/Title: _____

Telephone: _____ Email: _____

Signature: _____ Date: _____

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NATIONAL ARCHIVES

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PUBLICATIONS
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January 14, 2020

Jennifer K. McGillan
Assistant Professor
Mississippi State University
449 Hardy Road, 129 Etheredge Hall
P.O. Box 6156
Mississippi State, MS 397626156

Kevin T Enroth
Director, Office of Sponsored Projects
Mississippi State University
449 Hardy Road, 129 Etheredge Hall
P.O. Box 6156
Mississippi State, MS 397626156

Dear Ms. McGillan and Mr. Enroth:

I am pleased to notify you that the National Historical Publications and Records Commission awards a grant of up to \$340,424.00 to the Mississippi State University for the project titled *The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama*. This outright grant is based on you providing \$343,811.00 for a total project cost of \$684,235.00.

Enclosed with this letter of award is a Notice of Action including administrative requirements, contacts, and payment instructions, performance objectives, reporting schedules and guidelines.

To maintain eligibility for this grant, you must have a current registration in the System for Award Management (SAM) until the final report is submitted or final payment is received, whichever is later (www.sam.gov).

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In addition, you must request written approval from the NHPRC if your institution cannot contribute the amount of cost share in the approved budget. A copy of our cost share policy is available on our website at <http://archives.gov/nhprc/administer/costshare.html>.

Congratulations on your grant award. If you have any questions, please contact Lucy Barber by phone at 202-357-5306 or by email at lucy.barber@nara.gov.

Sincerely,



Christopher Eck
NHPRC Executive Director

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#9667

OFFICIAL NOTICE OF ACTION NHPRC

Action Taken: Award**Date of Action:** 1/14/2020**Award Date:** 1/8/2020**FEDERAL AWARD INFORMATION**

Federal Award ID Number (FAIN)	RM-102988-20
Award Recipient	Mississippi State University
Award Recipient DUNS	075461814 TIN: 646000819
Award Period	1/1/2020 - 12/31/2022
CFDA Number	89.003 National Historical Publications and Records Grants
Does the award support Research & Development?	No
Project Title	The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama
Project Description	
Grant Program and Office	Access to Historical Records - Major Initiatives, Records

AWARD AMOUNTS

Funds Obligated by this Action	\$340,424.00
Total Outright Award Amount	\$340,424.00
Total Cost Share	\$343,811.00
Total Project Costs	\$684,235.00

RECIPIENT CONTACTS

Role	Name	Affiliation
Grant Administrator	Kevin T Enroth(KEnroth) aor@osp.msstate.edu	Director, Office of Sponsored Projects Mississippi State University
Project Director	Ms. Jennifer K. McGillan(JMcGillan) jkm495@msstate.edu	Assistant Professor Mississippi State University

REMARKS**By accepting this grant you agree to:**

- Comply with all applicable Federal grants management and NHPRC rules and regulations. These are on our web site: <http://www.archives.gov/nhprc/administer/regulations.html>, <http://www.archives.gov/nhprc/administer/requirements.html>, <http://www.archives.gov/nhprc/administer/costshare.html>
- Adhere to the performance objectives (enclosed)
- Unless you have an exemption under 2 CFR 25.110, you must maintain an active registration with the System of Award Management (SAM) until either the final report or the final payment has been received, whichever is later.
- Protect from public release information, including Personally Identifiable Information (PII), that would violate the publicity or privacy rights of any person.
- Provide the cost sharing as specified in your budget dated **July 10, 2019**. You must have written approval from NHPRC to make any reduction in your total cost share.
- Use program income as cost share for project expenses as indicated in your approved budget.
- The indirect cost rate for this grant is 27.20% (as specified in 2 CFR 2600.101, indirect costs may only be used for cost sharing).
- Submit financial and narrative reports according to the attached Award Reporting Requirements document.

Since your project includes funds for subawards, you must be prepared to collect and, if necessary, report certain information about subaward recipients. For example:

- All subaward recipients, regardless of the amount of award, must have a Data Universal Numbering System (DUNS) Number before you can award the subaward.
- You must collect DUNS numbers from all subaward recipients.
- If you make any awards equal to or above \$25,000, you must supply information about the recipients to the Federal Subaward Reporting System, <https://www.fsr.gov/> (as specified in 2 CFR 170).

For instructions on submitting financial reports, refer to:

<https://www.archives.gov/nhprc/administer/index.html#reporting>

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OFFICIAL NOTICE OF ACTION NHPRC

For instructions on submitting narrative reports, refer to:
<http://archives.gov/nhprc/administer/narrativereporting.html>
For instructions on receiving payment, refer to
<https://www.archives.gov/nhprc/administer/index.html#payment>

NARA Accounting Code (agency use only):
NAR0301DAXXXXXX.2020.61000001.NAR0802600000.410001.NAR0MGT00000

Commission Recommendation: 11/2019

XA (Accounting Officer) Concurrence: _____ Date: _____

XB (Budget Officer) Concurrence: _____ Date: _____

AWARDING OFFICIAL



Christopher Eck
NHPRC Executive Director

FOR AGENCY USE ONLY

Accounting Codes
253-2020---000000 \$340,424.00



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**Performance Objectives for NHPRC Project RM-102988-20
Mississippi State University “The Lantern Project: Digitizing, Indexing and Transcribing
Legal Records of Enslaved Persons in Mississippi and Alabama” Project**

The following constitutes the final list of performance measures for your project. Please note the following:

- *The NHPRC will evaluate your project's performance in terms of the accomplishment of these objectives.*
- *Failure to achieve 70% of the objectives will result in your project being rated unsuccessful*
- *If your project is rated unsuccessful, your institution may be less competitive for future grants. In addition, NHPRC may require additional monitoring or place other conditions on future grant projects that receive approval.*
- *If at any time during the project you need to discuss possible modifications to these objectives or have any questions, please contact Lucy Barber (lucy.barber@nara.gov, 202-357-5306).*

1. Submit complete reports by the deadlines in the Grant Award Summary.
2. Acknowledge the National Historical Publications and Records Commission in all print and electronic products that result from grant support. The Commission strongly encourages grantees to use the NHPRC logo in grant products and publications and to link to its website. The logo is available at: <http://www.archives.gov/nhprc/about/logo.html>. The final narrative report must include links to grant products.
3. Amount of cost share meets or exceeds the amount approved by the NHPRC.
4. Digitize at least 2,000 legal documents related to enslaved people

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5. Transcribe names of enslaved persons, description of enslaved persons (if available), names of slave owner, names of buyer/seller (as appropriate), plantation name (if given), date and location of transaction and/or of the creation of the document
6. Create a database of the transcribed information, to include a scanned image of the original document
7. Promote the database to the public through at least 10 instruction sessions, some of which will be held at Historically Black Colleges and Universities (HBCUs) in Mississippi and Alabama
8. Upload the data, metadata and images to the Digital Library of American Slavery at University of North Carolina-Greensboro
9. Upload the data, metadata and images to the digital libraries of Mississippi and Alabama
10. Publicize the project through the official channels of Mississippi State University libraries, and grant partners, including social media

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AWARD REPORTING REQUIREMENTS

NHPRC

Award Number: RM-102988-20

Award Recipient: Mississippi State University

The following is a listing of the due dates of the reports required for this award. A copy of this listing should be forwarded to those individuals responsible for the submission of the required reports.

Report	Special Instructions	Due Date	Period to be Covered
Semi-Annual	No special instructions	7/31/2020	1/1/2020 - 6/30/2020
Semi-Annual	No special instructions	1/31/2021	7/1/2020 - 12/31/2020
Annual Financial	No special instructions	1/31/2021	1/1/2020 - 12/31/2020
Semi-Annual	No special instructions	7/31/2021	1/1/2021 - 6/30/2021
Semi-Annual	No special instructions	1/31/2022	7/1/2021 - 12/31/2021
Annual Financial	No special instructions	1/31/2022	1/1/2021 - 12/31/2021
Semi-Annual	No special instructions	7/31/2022	1/1/2022 - 6/30/2022
Final Performance Report	No special instructions	3/31/2023	1/1/2020 - 12/31/2022
Final Financial	No special instructions	3/31/2023	1/1/2020 - 12/31/2022

Budget Justification

	Year 1	Year 2	Year 3	Total	Total	Total
	Sponsor	Sponsor	Sponsor	Sponsor	MSU	Project
SALARIES						
PI - Jennifer McCallan						
12,000 months - MSU (typically academic)	\$ -	\$ 6,365	\$ -	\$ 6,365	\$ -	\$ 20,085
0,000 months - sponsor (typically summer)						
Digital Projects Specialist - Emily Harrison						
User Interface Designer - Troy DeRego	\$ 3,121	\$ 3,277	\$ 3,441	\$ 9,839	\$ -	\$ -
Coordinator of Digital Initiatives and Web Services - Julie Shedd	\$ 5,000	\$ 5,250	\$ 5,512	\$ 15,762	\$ -	\$ -
Humanities Librarian - Corinne Kennedy	\$ 3,731	\$ 1,958	\$ 2,056	\$ 7,745	\$ -	\$ -
History Research Librarian - DeeDee Baldwin		\$ 5,237	\$ 5,489	\$ 10,726	\$ -	\$ -
Ce-Principal Investigator - Jennifer Kisha Hoffman (Digital Archivist)		\$ 5,186	\$ 5,445	\$ 10,631	\$ -	\$ -
12,000 months - MSU (typically academic)	\$ -	\$ 6,300	\$ -	\$ 6,300	\$ -	\$ 18,915
0,000 months - sponsor (typically summer)						
Graduate Research Assistants						
1 History stud	\$ 8,160	\$ -	\$ 8,657	\$ 25,222	\$ -	\$ 25,222
1,000 CS student	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0 students	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Undergraduate Research Assistants						
0 hours	\$ 16,320	\$ 33,891	\$ 35,585	\$ 85,796	\$ 93,693	\$ 127,075
Total Salaries	\$ 43,474	\$ 46,224	\$ 48,534	\$ 138,232	\$ 127,768	\$ 217,549
FRINGE BENEFITS						
All MSU faculty & staff incl PI						
36.39%	\$ -	\$ 8,813	\$ -	\$ 8,813	\$ -	\$ 34,095
Graduate Research Assistants						
Tuition	\$ 23,904	\$ -	\$ 13,178	\$ 37,082	\$ -	\$ 40,632
Insurance	\$ 3,192	\$ 1,676	\$ 1,760	\$ 6,628	\$ -	\$ 6,628
Workmen's Compensation	\$ 58	\$ 30	\$ 31	\$ 119	\$ -	\$ 119
Undergraduate Research Assistants						
0.36%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0.36%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SALARIES AND FRINGE BENEFITS	\$ 43,474	\$ 46,224	\$ 48,534	\$ 138,232	\$ 127,768	\$ 217,549
TRAVEL						
Principal Investigator	\$ 2,740	\$ 2,740	\$ 2,740	\$ 8,220	\$ -	\$ 8,220
Each trip						
Air Fare	\$ 620	\$ -	\$ -	\$ 620	\$ -	\$ -
Lodging	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -
Meals	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -
Rental Car	\$ 1,620	\$ -	\$ -	\$ 1,620	\$ -	\$ -
Total Ea. Trip	\$ 2,740	\$ -	\$ -	\$ 2,740	\$ -	\$ -
Digital Archivist/Co-PI						
Air Fare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging	\$ 620	\$ -	\$ -	\$ 620	\$ -	\$ -
Meals	\$ 500	\$ -	\$ -	\$ 500	\$ -	\$ -
Total	\$ 1,120	\$ -	\$ -	\$ 1,120	\$ -	\$ -
CONTRACTUAL EXPENSES						
SUBCONTRACTS						
	\$ 101,444	\$ 53,941	\$ 43,667	\$ 199,052	\$ 144,654	\$ 347,098
COMMODITIES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT						
	\$ 40,000	\$ -	\$ -	\$ 40,000	\$ -	\$ 40,000
TOTAL DIRECT COSTS	\$ 227,658	\$ 93,270	\$ 92,201	\$ 413,129	\$ 272,442	\$ 612,857
MODIFIED TOTAL DIRECT COSTS (BASE)	\$ 98,559	\$ 46,224	\$ 48,534	\$ 193,317	\$ 127,768	\$ 262,386
Excludes tuition, equipment and each subcontract over \$25,000						
NOT ALLOWED						
INDIRECT COSTS ON MTDC SPONSOR						
27.20% of MTDC	\$ 26,808	\$ 4,855	\$ 4,947	\$ 36,611	\$ -	\$ 36,611
INDIRECT ON COST						
AS ALLOWED BY NHPRC	\$ 8,944	\$ 12,573	\$ 13,201	\$ 34,718	\$ -	\$ 34,718
TOTAL PROJECT COSTS	\$ 227,658	\$ 122,763	\$ 110,350	\$ 460,771	\$ 343,811	\$ 684,236
* PI Salary and Graduate Research Assistant Tuition has been increased at a rate of 5% per year after Year 1.						
* Graduate Research Assistant Stipend has been increased at a rate of 3% per year after Year 1.						

50.2% Cost share of total project costs
101.0% Cost share of sponsor funds

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The Lantern Project:

**National Historical Publications and Records Commission Access to Historical Records:
Major Initiatives Budget Justification**

Mississippi State University

Personnel and fringe benefits: Grant funds will pay for two graduate research assistant who will work onsite at Mississippi State University. Grant funds will cover the proposed annual salary plus the standard fringe benefit rate (.36%) for graduate research assistants as well as tuition and insurance for 3 years for a student from the History department, and for one year, for a student from the Computer Science Department. Total cost of salaries and fringe for both students is \$33,501 for tuition and insurance is \$56,260. The total cost of graduate student assistants is \$89,761

Cost share for this line includes the following documentable proportions of existing employee salaries paid through state operating funds: Jennifer McGillan, Coordinator of Manuscripts (10% for three years); Jennifer Ishee Hoffman, Digital Archivist (10% for three years); Emily Harrison, Digital Project Specialist, Digital Preservation and Access Unit (10% for three years); Troy DeRego, User Experience Designer (10% for three years), Julie Shedd, Coordinator of Digital Initiatives and Web Services (5% for year 1 and 2.5 for years 2-3 years), Corinne Kennedy, Humanities Librarian (10% for two years) and DeeDee Baldwin, History Research Librarian (10% for two years). The cost share also includes the 36.39% fringe benefit rate for these staff members. The total dollar value of shared effort and fringe is equal to \$127,788.

Travel: Travel for the Coordinator of Manuscripts and Digital Archivist to Natchez to digitize records at the Historic Natchez Foundation to be paid via federal funds is estimated based on MSU travel policy as follows below. Any additional travel that may be required will be paid using regular state operating funds:

15 days overnight travel: 3,720

16 days meals: 3,000

15 days car rental: 1,500

Total travel: \$8,220

Equipment: MSU would use grant funds to purchase a book scanner for the project at an estimated cost of \$40,000.

Indirect costs: While the grant provisions do not permit the payment of indirect costs using grant funds, the application of these costs to the cost share/match is permitted. MSU has a negotiated federal F&A rate of 27.20%, which would amount to \$33,611 based on the funds requested. We propose applying this amount toward our cost share as well.

Total Cost Sharing: Total cost sharing for MSU equals \$199,157. This is based on the dollar value of shared effort and fringe equal to \$127,788 plus the application of our federal F&A rate

on the cost share of 27.20% equal to \$34,758, as allowed by the NHPRC, plus the F&A costs of \$36,611 not eligible for coverage grant funds.

Total grant-funded: \$137,980

Total cost-share: \$199,157

Sub-awards

Federal funds would also be awarded to sub-recipients, as follows:

University of Mississippi, Oxford, MS: \$16,859

Funding Needs for Workflow: In order to effectively create and house the UML master files, access files, and backups of the digitized "Lantern Project" materials, UML requests funding for both digital storage, as well as hardware. One of the more pressing needs for the project concerns digital storage, as the current UML servers would be hard-pressed to sustain an additional project's file needs (Please see attached cost breakdown for storage). In addition, due to the ageing nature of the current Special Collections scanning equipment, UML requests funding for one Epson 12000XL Graphic Arts Scanner for the digitization of project materials in larger physical sizes (Please see attached cost breakdown). In response, UML will contribute labor by the Head of Special Collections, the Head of Metadata and Digital Initiatives, and student workers. (Please see attached breakdown).

REQUESTED FUNDS (Total \$16,859):

Equipment:

Funds are requested in Year 1 for 2 Windows servers for digital storage of master files, access files, and backups, @ \$7,000 ea

Materials and Supplies:

Funds are requested in Year 1 for 1 Epson 12000XL Graphic Arts Scanner for digitization of project materials, @ \$2,859

COST-SHARE (Total \$17,770):

Senior Personnel:

Jennifer Ford, UM Project Director, will devote 1.5 weeks of her time to the project per year, at a 12-month base salary of \$85,210. Total contribution equals \$7,989.

Michelle Emanuel, UM Co-Project Director, will devote 1.0 weeks of her time to the project in Year 2, at a 12-month base salary of \$79,529. Total contribution equals \$1657

Other Personnel:

Undergraduate students will be employed for scanning work on the project. Estimated 50 hours per year in Years 1 and 2, at \$7.40 per hour for a total of \$740

Fringe Benefits:

Fringe benefits for faculty and staff are calculated at the University's average rate of 33.81% of salary. Fringe benefits for undergraduate students paid hourly are calculated at the University's average rate of 3.0% of wages.

The University uses average rates for budgeting fringe benefits; however, charges made to the sponsor will be for actual fringe benefits paid per individual

Facilities and Administrative Costs on Cost-shared items:

Facilities and Administrative Costs are calculated in accordance with The University of Mississippi's rate agreement with DHHS, dated June 30, 2016. F&A Costs for other sponsored activities are calculated at 30.0% of Modified Total Direct Costs (Total Direct Costs less equipment, tuition remission, and the portion of each subgrant or subcontract in excess of \$25,000).

Per sponsor guidelines, F&A costs are allowed on cost-shared funds.

Delta State University, Cleveland, MS: 8,400

In order to participate in the "Lantern Project," the University Archives & Museum will need support funding for a Graduate Assistant position to collaborate with the University Archivist.

Graduate Assistantship (\$8,400)

Each semester awarded (\$4,200) for Spring 2020 and Fall 2020.

Senior Personnel:

Emily Jones, DSU Project Director, will devote 4.5 weeks of her time to the project, at a 12-month base salary of \$59,000. Total contribution equals \$ 9,629.

Fringe Benefits:

Fringe benefits for faculty and staff are calculated at the University's average rate of 33.91% of salary. The University uses average rates for budgeting fringe benefits; however, charges made to the sponsor will be for actual fringe benefits paid per individual

Facilities and Administrative Costs on Cost-shared items:

Facilities and Administrative Costs are calculated in accordance with Delta State University's rate agreement with DHHS, dated June 30, 2016. F&A Costs for other sponsored activities are calculated at 30.0% of Modified Total Direct Costs (Total Direct Costs less equipment, tuition remission, and the portion of each subgrant or subcontract in excess of \$25,000).

Per sponsor guidelines, F&A costs are allowed on cost-shared funds.

COST-SHARE Total \$9,629.00

Columbus-Lowndes Public Library, Columbus, MS: 142,195

Expenditures (Covered by NHPRC Grant):

1. Northeast Document Conservation Center preserve, flatten, and digitize
 - a. Total \$139,695
2. Mississippi University for Women Student Workers—paid

- i. \$1,500
- ii. Split between three interns (\$500 each)

Expenditures (Covered by the Friends of the Columbus-Lowndes Public Library):

- 3. Seagate 8TB External Hard drive--\$150.

Cost-share monies:

- 4. Staff—in-kind monies towards cost sharing
 - a. Archivist—\$16,768 (50% of time on this project) + 3 years (\$50,305)
 - b. Part-time assistant—\$8,600 (100% of time on this project) + 3 years (\$25,800)
 - c. Full-Time assistant--(15% of time on this project) + 3 years (\$5,000)
 - d. Total cost share: \$81,255

Total requested from NHPRC: \$142,195

Funding Needs for Workflow:

The NHPRC Grant will cover two main expenses for the Billups-Garth Archives. The largest portion of the funds will go towards the preservation, flattening, and digitization of the Circuit Court State of Mississippi Criminal Cases at the Northeast Document Conservation Center (NEDCC). (see NEDCC Condition Report and Estimate)

The second expense covered by the NHPRC Grant will be the hiring of three student workers (one per year) from Mississippi University for Women to digitize, create metadata, and create social media posts about the project. (See attached letter of support)

The BGA will purchase a Seagate 8TB external hard drive through funds received by the Friends of the Columbus-Lowndes Public Library. This will make it possible for the BGA to store the digitized "Lantern Project" materials safely and conveniently.

Natchez Historical Foundation, Natchez, MS: \$15,000

Funding Need for Workflow:

As a small non-profit organization operated by four staff members (with only one full-time curator), it will be necessary to add another employee to complete the work. The breadth of available material will require the hiring of an outside archival assistant and significant dedicated staff time. The Historic Natchez Foundation is requesting \$5,000 per year for the three years of the project, a total of \$15,000.

Cost-share is divided into two separate areas: 1). Dedication of staff time for 1 HNF employee at 10% of annual salary. This percentage equates to 5 weeks of time for that employee for each year of the project. 2). Space for digitization project within the HNF office for the required length of time. This space will house necessary equipment required for digitization and area for organizing specific records. Total cost share will be \$15,000.

Montgomery County Archives, Montgomery, AL: 20,990

Funding Needs for Workflow:

Requested grant funds will help pay for an overhead book scanner that will enable staff at the MCA to scan records related to the project from bound real property record books and other bound volumes that the MCA currently does not have the technology to scan. Although the MCA has a flatbed Epson 11000XL scanner, it can only use it to scan a portion of the records related to the Lantern Project. Because a large amount of the MCA's pre-Civil War records consist of massive bound volumes weighing several pounds, and often measuring 17 x 21 inches or more, the MCA cannot use a flatbed scanner to scan these records. The weight of the volumes will crack their spines and do additional damage if placed face down on a flatbed scanner. The oversized dimensions of the volumes also make scanning them with a flatbed scanner a challenge.

The MCA considered multiple vendors when it priced overhead book scanners. Ultimately the MCA requested quotes for book scanners from two companies, IImage Retrieval and Analogue Imaging. After reviewing several quotes, the MCA selected the i2s CopiBook OS book scanner from IImage Retrieval based on the price, reputation of the company, and consultations with colleagues in the archives profession. Analogue Imaging's cheapest quote (\$96,250) exceeded what the MCA wanted to pay for a book scanner.

i2s CopiBook OS book scanner	\$20,990
Total	\$20,990

As a cost share, the Montgomery County Archives will contribute 12.5% of the archivists salary per year, for a total of \$7,000 per year for a total of three years, for a total cost share of \$21,000.

Total Sub-awards: \$204,444

Total sub-cost share: \$144,654

Total cost share for MSU and all sub-recipients is \$343,811, based on shared effort, fringe, and third party contributions, as detailed above.

Total Federal funds requested: \$340,424

Total cost share from MSU and sub-recipients: \$343,811

Individual Partners Plans of Work Mississippi State

As the primary investigator and lead sponsor, Mississippi State will do the following

1. Identify relevant materials held by the Mississippi State University Libraries.
2. Digitize these records. Documents will be scanned at 600 DPI for archival storage and 300 DPI for use
3. Provide or loan equipment and/or staff to partner institutions that do not have the resources to support a digitization project
4. Index and transcribe the records, gathering content information based on the scheme developed for *People Not Property* project at University of North Carolina-Greensboro (UNC-G) and metadata for the images based on Dublin Core.
5. Review records submitted by partner institutions to check the content and metadata.
6. Host digital images in ContentDM, and develop and host the database, which will be separate from Content DM.
7. Send copies of the data, metadata, and images generated by the project to the Digital Library for American Slavery at (UNC-G), and also the State Digital Libraries for all of the participating institutions

As the primary investigator and lead sponsor, MSU will work with partner institutions to provide assistance with digitization and metadata development where necessary, and will review records generated by partners to ensure compliance with the metadata standard selected by the project.

Plan of Work: In working with manuscript collections held in MSU Special Collections, Mississippi State will begin with the solidification of the overall project workflow and the hiring of a History graduate student, under the oversight of the Coordinator of Manuscripts, and a Computer Science graduate student, under the oversight of the Coordinator of Digital Initiatives and Web Services. The History graduate student will assist with the ongoing identification, transcription, and development of metadata for legal records of enslaved persons currently held in the MSU archival collections, while the Computer Science graduate student will assist with the development of the project database along with the User Experience Specialist.

Documents identified for inclusion will then be sent to the Digital Preservation and Access Unit (DPAU) to be digitized under the supervision of the Digital Archivist and the Digital Projects Specialist. After the items are digitized, the History graduate student will enter data and metadata into the appropriate fields in a spreadsheet using MSU's established best practices. The Coordinator of Manuscripts and Digital Archivist will proofread the completed data and metadata before the digital objects are ingested. DPAU staff will complete the ingest of objects into both the collaborative database and MSU's ContentDM system. Starting in the second year, the Coordinator of Manuscripts, History Research Librarian, and Humanities Librarian will test the interface and begin incorporating the database into all regularly scheduled genealogy instruction sessions and the Library's annual Genealogy fair. When the database is complete, they will continue to incorporate it into all genealogy instruction sessions, the annual History and Genealogy Fair, and assist the Coordinator of Manuscripts and archivists at partner institutions with developing programming to be held at Historically Black Colleges and Universities (HBCUs) in Mississippi and Alabama.

Work Timetable for MSU:

Year One (beginning in spring 2020):

Create and distribute templates for data and metadata collection to project partners
Hire History graduate student to assist identifying and transcribing documents and generating metadata.

Hire Computer Science graduate student to assist with the development of the database

Complete the survey of collections at Mississippi State

Assess which documents have been digitized and which need digitization

Order and install the needed hardware for digital storage and scanning

Begin scanning documents held by Mississippi State

Scan documents held by Delta State University

Complete first site visit to Natchez Historical Foundation

Complete first round of transcription and metadata for scanned images held by Mississippi State

Upload first round of data, metadata and images to the database and ContentDM

Year Two (Spring 2021)

Continue digitization and transcriptions of documents held by Mississippi State

Scan documents held by Columbus-Lowndes Public Library

Complete second site visit to Natchez Historical Foundation

Continue transcribing and creating metadata for documents held by Mississippi State

Upload second round of data, metadata and images to the database

Begin incorporating the database into genealogy instruction and the MSU History and Genealogy Fair.

Year Three (Spring 2022)

Complete digitization and transcription of documents held by Mississippi State

Complete metadata for digital images of documents held by Mississippi State

Upload final images to ContentDM and data and metadata to the database

Complete third and final site visit to Natchez Historical Foundation

Continue to conduct informational and training sessions at MSU and HBCUs

University of Mississippi

Plan of Work: The majority of the UML contributions would occur in the first and second years of the proposed "Lantern Project" cycle, although work will continue into a third year as well. The initial process will begin with the solidification of the project workflow and the hiring of a student workers, under the oversight of the Head of Special Collections. A concurrent stage will involve the ongoing identification of archival materials related to the legal aspects of enslavement currently held in the UM archival collections. Special Collections staff/student, led by the Head of Special Collections, will then begin the digitization of items currently in physical formats. The next stage of the process will be the collaboration between Special Collections and the Library's Metadata and Digital Initiatives unit. Special Collections staff will work with the Head of Metadata and Digital Initiatives (MDI) to use the metadata template for the project which will be distributed by Mississippi State, and based on the scheme used by *People Not Property*, for content, and Dublin Core, for the images. As the items are digitized, the student

workers will enter appropriate metadata fields using UML's established best practices. The Head of MDI will proofread the completed template before the digital objects are ingested. MDI staff will complete the ingest of objects into both the collaborative database and UM's Institutional Repository. The final year of the project will involve the completion of the remaining ingest, a review of uploads, and UML contributions to any grant-related promotional efforts, as needed.

Detailed Work Timetable for UML:

Year One (beginning in spring 2020):

- Complete the survey of collections and hire student worker to support this effort
- Assess which items have been digitized and which need digitization
- Order and install the needed hardware for digital storage and scanning

Year Two:

- Hire student worker to aid with the digitization of materials in the collection
- Create draft metadata and finalize through the UM Metadata and Digital Initiatives Department in the UM Library
- Begin ingest of completed metadata and digital objects into the project's collaborative database and UM Institutional Repository.

Year Three:

- Complete the remaining ingest, review the uploads, and contribute to promotional efforts, as needed.

Delta State

Plan of Work: The majority of the Delta State University Archives & Museums contributions would occur in the first and second years of the proposed "Lantern Project" cycle. The initial process will begin with the solidification of the project workflow and the hiring of a Graduate Student, under the supervision of the University Archivist.

Collectively, the University Archivist and the GA will identify and catalogue those items which will need to be transported to Mississippi State Library for digitization. A log of items removed from the University Archives collections will note a description of the item, collection number, condition of item, delivery date and expected date of return.

Detailed Work Timetable for Delta State University Archives & Museums:

Year One (beginning in spring 2020):

- Complete the survey of collections; Assess which items need digitization
- Hire Graduate Student to complete the project
- Create log template
- Allow GA to evaluate materials; build factual, informative bio sketches of materials
- Craft a workable schedule of delivery and pick-up of items to and from Mississippi State University

Year Two (beginning in Spring 2021)

- Continue to develop metadata.

Columbus-Lowndes

Plan of Work: The Billups-Garth Archives will utilize both staff as well as student workers to complete this project. Staff includes one full-time archivist (FTA), one full-time assistant (FTAS), and one part-time assistant (PTA). The FTA will spend at least fifty percent of her time working and overseeing this project at the CLPL over the course of the three years. She will determine which specific records will be selected for digitization, assist in scanning records, and oversee the work of both staff and interns.

The PTA will be spending one hundred percent of her time on this project and will be responsible for the actual digitization of thousands of records. The FTAS will spend fifty percent of her time working to identify specific entrees within the records (Section Two) such as the minute and deed books that will be included in the "Lantern Project" database.

Student workers will be selected from Mississippi University for Women located in Columbus. There will be three available undergraduate work cycles, one per year, over the course of the grant timeline. Each undergraduate work cycle will include 120 hours per semester and cost \$500 each. That accumulates to 360 hours and a total cost of \$1,500. Students will be required to digitize historic materials and create metadata for the "Lantern Project" database. They will also be required to complete further research on individuals from the digitized local government records. They will then write at least one post every two weeks revealing their historical findings and post it to the LHD Facebook page.

The majority of records listed in Sections One through Three will be digitized in-house, but roughly twenty percent need additional conservation treatment, flattening, and digitization from the Northeast Documents Conservation Center (NEDCC) in Massachusetts. Specific records needing treatment are the roughly 420 Lowndes County State of Mississippi Criminal Cases, the ledgers containing the Circuit Court Negro Records for Lowndes County: Record of Slaves/Circuit Court Docket for Grand Jury--Witnesses & Subpoenas, 1845-1846, as well as the Circuit Court Negro Records for Lowndes County: Record of Slaves, 1837-1845. The remainder of said records will be digitized in-house by the LHD.

In 2018, the LHD received a Library Services and Technology Act (LSTA) grant to purchase an Epson 12000XL scanner that covers a 12.2" x 17.2" scanning area and captures up to a 2400 dpi optical resolution. This scanner will be used in-house to digitize the flat documents for this project.

Oversized ledgers will be digitized at Mississippi State University, located twenty miles away, on their overhead book scanner received as part of this grant.

Detailed Work Timetable for the LHD:

Year One (beginning in spring 2020):

- Begin identifying specific entries within said records in Section Two.
- Purchase an external hard drive for storing digitized material relating to this project.
- Have the PTA begin digitizing selected records in-house.
- Send the remaining Circuit Court State of Mississippi Cases off to the Northeast Document Conservation Center (NEDCC) for treatment and digitizing.

- Hire first student worker from Mississippi University for Women to digitize materials
- Complete metadata gathering as we proceed along.

Year Two:

- Digitize records in Section Two by utilizing the overhead book scanner at Mississippi State University purchased through this NHPRC grant.
- Continue digitizing records in-house
- Hire second student worker from Mississippi University for Women to digitize materials
- Receive treated and digitized materials back from the NEDCC.

Year Three:

- Digitizing any remaining records in-house that still need to be scanned
- Hire third student worker from Mississippi University for Women to digitize materials
- If there is time available, digitize materials in Section Three
- Turn over digitized images and metadata to Mississippi State University for ingestion into "Lantern Project" database.

Natchez Historical Foundation

Plan of Work:

Within the Lantern Project's overall aims to provide access to legal records concerning enslaved persons, the Historic Natchez Foundation will play the role of both partner and supporter. In the initial stages of the three-year-long project, HNF will assist in selection of records pertinent to the project. This phase includes providing space and staff time dedicated to the process of sorting through records and collections concerning enslaved persons. Additionally, systematic filing of these records will be completed to indicate year and type of record. This process will include dedicated staff time in the area of overall knowledge of collections, locating specific resources, and making them available for selection and digitization. Following selection and designation of specific records, HNF staff will provide space within the HNF office for record digitization.

The workflow for this project will include the addition of an outside archival assistant to work alongside an HNF employee throughout the selection and collection stages. This process will be undertaken through collaboration with a hired assistant. Specifically, an HNF employee and hired assistant will research, select, file, and prepare probate records for digitization by Mississippi State University staff. Project staff will work through each probate record filing cabinet, tagging records within individual files pertaining to enslaved peoples. Each tag within individual filing cabinets will indicate total number of included pages as well as date and name association. Probate record material selected for digitization will be organized by specific year and filing location. This data will be transferred to Mississippi State University staff for digitization. This process will include individual tagged files being removed from their filed location, scanned and digitized, and returned to their filed location. This workflow includes, tentatively, three one-week visits from Mississippi State University to digitize three filing

cabinets per visit. The digitized metadata will then be housed on the HNF server. The Foundation's curator and hired curatorial assistant will create an organizational system for the digital material in HNFs servers and input the metadata for the digitized images into the shared project template. Additionally, workflow will include assisting Mississippi State University for any necessary publicity and outreach for the Lantern Project.

Detailed Work Timetable for the Historic Natchez Foundation:

Year One (beginning in January 2020):

- Survey of overall probate court records
- Selection and collection of relevant material
- Systematic tagging of selected material by year and type
- Organization of material ready for digitization
- Round one of active digitization via Mississippi State University

Year Two (2021):

- Creation of system for filing and storing digitized material on HNF's servers
- Input data and metadata into Lantern Project shared template
- Preparation of space for digitization project
- Round one of active digitization via Mississippi State University

Year Three (2022):

- Final round of active digitization via Mississippi State University
- Ingestion of completed metadata into HNF digital repository and the project's collaborative database

Montgomery County Archives, Alabama

Plan of Work

To gather data for the aforementioned enslaved people index, the MCA routinely reviews real property records, estate files, and other court records. Given the importance of locating enslaved individuals in the historical record, staff at the MCA incorporates this work into their daily tasks. As such, the MCA has already compiled a substantial body of data that can be digitized with minimal additional preparation. However, as part of the Lantern Project workflow, the MCA will continue to survey collections relevant to the project and determine additional records to scan.

Year One

- Survey collections for records relevant to the project
- Determine records that require scanning
- Commence scanning of identified records

Year two

- Submit scanned images and metadata to MSU for inclusion in the database
- Begin promotion of project, including presentation at the 2021 annual meeting of the Society of Mississippi Archivists

Year three

- Continue ingesting scanned images and creation of metadata
- Continue promotion of project, including presentation at the 2022 annual meeting of the Society of Alabama Archivists

County archivist Dallas Hanbury, as well as student interns, will conduct the work of this project. In the instances that an intern will do the day-to-day work of this project, Hanbury will act in a supervisory role, ensuring quality control and meeting workplan deadlines.

July 2, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: CARES Act Reimbursements

The CARES Act provides reimbursement for:

1. Necessary expenditures incurred due to COVID-19;
2. Not budgeted as of March 27, 2020;
3. Incurred on or after March 1, 2020, up to December 30, 2020.

I request that the Commission authorize the expenditure of funds to be used to prevent, prepare for, and respond to the coronavirus and are eligible for reimbursement.

July 2, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim Administrator 

SUBJECT: CARES Act Reimbursements – Audio Visual Equipment

The number of people who are able to attend Commission meetings, as well as participate in meetings necessary to conduct the business of the County, is significantly limited by social distancing. In order to allow participation by staff and the public, additional communication equipment must be installed in the Commission chamber and conference room.

Attached is a Standard Service Agreement with Howard Technology Solutions and a Statement of Work for the installation and programming of audio-visual equipment and a three-year service agreement for \$17,025. Hardware will be purchased under state contract at a cost of \$54,783.

I request that the Service Agreement and Statement of Work be placed on the next agenda.

STANDARD SERVICE CONTRACT

SSC#: 8036 Commission and Board

Howard Technology Solutions, a Division of Howard Industries, Inc. ("Howard"), offers various optional service contracts for the AV products and systems sold and installed by Howard's AV group. The equipment that HTS installs normally come with a manufacturer's product warranty, which typically covers repair and/or replacement in the unfortunate event a product, proves to be defective. But manufacturers' product warranties rarely cover the labor required on the Customer's end to work through the warranty claims process and get the equipment back up and running. This is where a Howard's optional service contract comes in, as a supplement to the manufacturer's warranty, providing the Customer with the convenience of hands-on assistance and labor from the very beginning to the very end of the claims process. Our service contracts provide Howard Customers with confidence that their AV system will perform as intended with minimal disruptions and reduces the Customer's out-of-pocket expenses at the time of the claim.

You have elected to purchase Howard's **Standard Service Contract**. In the event a warranty issue arises with a covered product, Howard will, pursuant to the terms and conditions below, provide prompt on-site labor and expert assistance to you throughout the claims process, including initial troubleshooting and performance of diagnostic assessments, facilitating submission of the warranty claim to the manufacturer on your behalf, and uninstalling and/or reinstalling parts or products repaired or replaced by the manufacturer.

Terms and Conditions

1. This Standard Service Contract (this "Contract"), entered into between Howard and Montgomery County ("Customer"), covers the products identified in the Howard Quote # 1031919 attached hereto (the "Covered Products"). Upon receipt of Customer's payment in full of the agreed-upon price, Howard will, during the term of this Contract, perform the following services:

- a) Assist the Customer with troubleshooting and/or perform diagnostic assessments related to performance issues which may arise with respect to the Covered Products;
- b) In the event it is determined that a warranty claim should be submitted to the manufacturer for Covered Products, Howard will, on the Customer's behalf, facilitate the submission claim to the manufacturer and will assist with communicating and working with the manufacturer throughout the process, including assistance with gathering and submitting information or documentation required by the manufacturer to process the claim;
- c) If the Customer's claim is accepted by the manufacturer, Howard will uninstall or disassemble the warranted Covered Product as may be necessary and will also provide assistance in packaging such equipment for return, or pickup, per the manufacturer's reasonable requirements in connection with the repair or replacement of such equipment under the terms of the manufacturer's warranty;
- d) Then, upon the Customer's receipt of repaired or replaced equipment from the manufacturer, Howard will handle the installation or re-installation of such parts or products.

2. The term of this Contract is three (3) year, beginning on the date of Howard's installation of the Covered Products. This contract is renewable on a year-to-year basis after the original three (3) year term.

3. This Contract is an agreement to provide labor to the Customer in the event a warranty issue arises on a Covered Product during the term hereof; it does not cover any costs of packaging or shipping materials, freight or delivery charges, related equipment or any other costs or expenses. Howard makes no representation or guarantee as to whether any manufacturer of a Covered Product will accept the Customer's warranty claim or perform under its warranty or otherwise.

4. Every reasonable effort will be made to schedule the services described herein as soon as possible and no later than seven (7) business days from the date of the request, but exact response times may be subject to the availability of Howard personnel. Customer must cooperate with and provide assistance to Howard personnel and access to Customer's facility as Howard may reasonably request for the purposes of performing the services.

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5. This Contract is not a product warranty or an extension or upgrade of the manufacturer's product warranty. Howard does not warrant non-Howard branded products. Customer should refer to the manufacturer's warranty on the Covered Product for information about its coverage and terms, including Howard's standard Limited Warranty as to Howard branded products.

6. Howard warrants to the Customer that it shall perform the services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. In the event of a breach of the foregoing warranty, Howard will, in its sole discretion, either: (i) re-perform such services; or (ii) credit or refund the price of the services at the pro rata contract price. THE REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL BE HOWARD'S ENTIRE LIABILITY FOR ANY BREACH OF THE SAID WARRANTY.

IN NO EVENT SHALL HOWARD BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HOWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL HOWARD'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO HOWARD FOR THIS CONTRACT.

7. The Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental entity on any amounts payable by the Customer hereunder.

8. Howard is an independent contractor, and nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, employment or fiduciary relationship between the parties. All matters arising out of or relating to this Contract are governed by and construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule.

DISPUTE RESOLUTION

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama.

HOLD HARMLESS

The selected vendor agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of the successful vendor, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. The successful vendor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suite

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at its sole expense. The successful vendor also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

AGREED:

Customer (Name and Title)

Date

AGREED:

Howard Technology Solutions,
a Division of Howard Industries, Inc.

1/31/2017

Date

File Name:

Attachment: **Howard Quote**

Note: This Statement of Work covers Howard Technology Solutions for the installation of AV Equipment for Montgomery County.

Date: 6/23/2020

OPP # 008036

Quote #___(Temporary SOW - For Review Only).

Summary Statement of Work

This summary statement of work covers the onsite installation and programming of AV equipment in the commission chamber & the board room.

Scope (Commission Chamber):

1. Installation of a fixed frame 120" diagonal screen on the wall between the existing wall mounted speakers.
2. Installation of a Crestron presentation switcher in the existing equipment rack located in the equipment room.
3. Installation of a DM transmitter inside the existing lectern. Connect the DM output of the transmitter to the DM #1 input of the presentation switcher. Connect the HDMI output of the transmitter to the HDMI input of the existing display located on the top of the lectern. Connect the display port output of the existing computer to the display port of the transmitter. Run a HDMI cable through the existing cable cubby in the top of the lectern and connect to the HDMI #1 input of the transmitter. This connection will be used for a guest connection.
4. Installation of a DM transmitter at the control point in the back of the room under the counter top. Connect the DM output of the transmitter to the DM input #2 of the presentation switcher. Connect the HDMI output of the existing computer to the HDMI #1 input of the transmitter. Run a HDMI cable through the existing cable cubby and connect to the HDMI #2 input of the transmitter. This cable will be used for a guest connection.
5. Connect the existing cable set top box (STB) HDMI output to the HDMI #1 input of the presentation switcher. Connect the RS232 port of the STB to COM A port on the presentation switcher.
6. Installation of a Mersive wireless presentation receiver in the equipment rack. Connect the HDMI output of the receiver to the HDMI #2 input of the presentation switcher.
7. Installation of a HDBaseT input plate located in the center of the main table and one on the front of that table. Installation of two HDBaseT receivers in the equipment rack near the presentation switcher. Connect the plates to the receivers using shielded CAT cable. Connect the HDMI output of the receivers to HDMI \$4 & 5 of the presentation switcher.
8. Installation of a PTZ camera in the back of the room next to the projector. Installation of a second PTZ camera in the front of the room from the ceiling. Installation of the HDBaseT receiver for each camera in the equipment rack. Connect the camera to the receiver using shielded CAT cable. Installation of a 1x2 camera switcher in the

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- equipment rack. Connect the HDMI output of each receiver to the HDMI inputs of the switcher. Connect the HDMI output of the switcher to the HDMI #3 input of the presentation switcher.
9. Installation of a Epson laser projector at the location of the old projector. The projector will be 37' from the new screen. Installation of a DM receiver at the projector. Connect the DM #1 output of the presentation switcher to the DM receiver. Installation of a 1x2 HDMI splitter at the projector. Connect the HDMI output of the receiver to the HDMI input of the splitter. Connect one of the HDMI outputs of the splitter to the HDMI input of the projector. Connect the COM port of the receiver to the RS232 port of the projector.
 10. Installation of a 75" display on the back wall. Connect the second HDMI output of the splitter located at the projector to the HDMI input of the display. Installation of a Crestron control I/O module behind the display. Connect the module to the CNET port on the presentation switcher. Connect the COM port of the module to the RS232 port of the display.
 11. Installation of a DM receiver at the stage left end of the board member table. Connect the DM #2 output of the presentation to the receiver using shielded CAT cable. Installation of a 1x8 HDMI splitter next to the receiver. Connect the HDMI output of the receiver to the HDMI input of the splitter. Connect the HDMI input ports of the eight existing display located on the counter top to the HDMI outputs of the splitter.
 12. Installation of a Vaddio AV bridge in the rack area near the presentation switcher. Connect the HDMI #1 output and the audio AUX #1 outputs to the ports on the bridge. Connect the USB3 port of the bridge to the customer provided streaming computer.
 13. Installation of a BlackMagic recorder in the rack near the presentation switcher. Installation of a HDMI to SDI converter at the recorder. Connect the HDMI #2 output and the AUX #2 audio outputs of the presentation switcher to the converter. Connect the HDMI output of the converter to the SDI input of the recorder.
 14. Installation of a new audio DSP system in the equipment rack. Connect the existing 8 microphones from the board member table to MIC input #1 – 8 on the DSP, re-using the existing microphones and cables. Connect the existing microphone on the lectern to MIC input #9 on the DSP, re-using the existing microphone and cable. Connect the existing wireless microphone receiver to input #10 on the DSP. Connect the program audio output of the presentation switcher to input #11 on the DSP. Installation of the audio output #1 & 2 of the DSP to the audio input #1 & 2 of the existing audio amplifier. Installation of the audio output #3 of the DSP to the line #1 input of the presentation switcher. This audio source will be routed to the HDMI #1 output to provide audio for the streamer.
 15. Installation of a 12 port PoE network switch in the rack area. Connect the LAN port of the presentation switcher to one of the LAN ports on the switch. Connect the LAN port of the DSP to one of the LAN ports of the switch. Connect the LAN port of the PTZ camera extenders to LAN ports of the switch. Connect the camera switcher LAN port to one of the LAN ports on the switch. Connect the LAN port of the AV bridge to one of the PoE ports on the switch. Connect the LAN port of the recorder to one of the LAN ports of the switch.

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16. Installation and programming of a Crestron 10" room control touch panel at the control point in the back of the room. Connect the PoE port of the touch panel to one of the PoE ports on the network switch in the equipment rack. Program the system for the following:
 - a. System On/Off
 - b. Input Selection
 - c. Volume Control for Microphones (8x at Board Members / 1x at Podium / 1x Wireless Microphone)
 - d. Program Volume within Room
 - e. Output to AV bridge and the recorder (User wants to send either content being presented or Vaddio camera)
 - f. Change TV Channels of OFE HDTV Tuner
17. Configure and set up system.
18. Installation of necessary cabling.

Scope (Board Room):

1. Installation of a 75" display and wall mount at the front of the room.
2. Installation of a HDbaseT transmitter under the conference table. Installation of a HDbaseT receiver behind the display. Connect the transmitter to the receiver with a shielded CAT cable. Run a HDMI cable through each of the two cable cubbies and connect to the HDMI #1 & 2 input of the transmitter. Installation of a Mersive wireless share system receiver behind the display. Connect the HDMI output of the receiver to the HDMI input of the HDbaseT receiver. Connect the HDMI output and COM port of the receiver to the ports on the display.
3. Installation of a video & audio to HDMI converter behind the existing cable set top box (STB) below the display. Connect the AV output of the STB to the converter. Connect the HDMI output of the converter to the HDMI #2 input of the display. Connect a IR bud to the front of the STB and connect to the IR port on the HDbaseT receiver.
4. Installation of a PoE network switch behind the display. Connect the LAN port of the HDbaseT receiver to one of the LAN ports on the network switch.
5. Installation of a Crestron push button control panel at the wall light switches. Connect the PoE port of the control panel to one of the PoE ports on the network switch. Program the system to control the display, select video source will feed the display as well as control the audio level of the display.
6. Installation of a PTZ camera above the display at the ceiling. Installation of two table top microphones on the board table. Connect the microphones to the MIC input of the camera with shielded CAT cable. Installation of a customer provided computer behind or just below the display. Connect the USB3 port of the camera to one of the USB3

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ports of the computer. Connect the display port output of the computer to the HDMI #3 input of the display.

7. Configure and set up system.
8. Installation of necessary cabling.

Customer Initials: _____

Montgomery County Responsibilities

- o Receive all said equipment. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and Howard Technology immediately. Customer is responsible for full replacement cost of any such items accepted for delivery.
- o Delivery of equipment to the building in which the installation is to be performed.
- o Provide Power in all locations specified by Howard Technology before AV engineers arrive onsite for installation, to include camera locations, flat screen locations, and rack locations.
- o Provide Network Drops in all locations specified by Howard Technology before AV engineers arrive onsite for installation if applicable.
- o Provide Access times and Room Scheduling before AV Engineers Arrive onsite.
- o Provide a point of contact for the Project Manager to report to about any possible issues as well as progress on the installation.
- o Provide a location for all trash and boxes to be taken to after installation is complete

Customer Initials: _____

Howard Technologies' Responsibilities

- o Upon arrival the Howard Technology's technician will:
 - o Check-in with appropriate personnel
 - o Have an equipment list and scope of work in hand
 - o Answer any questions the point of contact may have about the installation
 - o Locate and verify that all said equipment is onsite and in proper location
 - o Document any missing or invalid equipment
 - o Manage all cabling in a neat and organized fashion
 - o Ensure that all projectors are adjusted properly, if applicable.
 - o Ensure that all audio is working properly
 - o Ensure that all switchers and distribution amplifiers are functioning properly
 - o Ensure that over all function of the room is up to the customer's expectations.
- o Upon departure
 - o Contact point of contact assigned to the project
 - o Have sign off sheet signed acknowledging departure time

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(601) 399-5021 (888) 323-3151 fax (601) 399-5060 www.howardcomputers.com

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-
- HTS to perform labor for warranty issues on defective equipment only for a period of 90 days after installation at no additional charge to the end-user. Additional charges for labor and expenses may be charged when performing Manufacturer Warranty issues after the 90 day period, unless an optional Standard Service Contract has been purchased.
 - Howard Technology Solutions will provide Proof of Insurance indicating Worker's Compensation coverage, general liability insurance coverage, and automobile liability coverage. See attached.

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CARPDC

Central Alabama Regional Planning and Development Commission

Mayor Gordon Stone
Chair

Greg Clark
Executive Director

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

MEMO TO: Ms. Florence Cauthen, Acting County Administrator

FROM:  Greg Clark, Executive Director

DATE: June 18, 2020

RE: FY2020 Grant DOE 028-20 Weatherization Assistance

Alabama Department of Economic and Community Affairs (ADECA) has notified our office that the Grant DOE 028-20 Weatherization Assistance Program contract is ready for adoption. The award amount to Montgomery County is \$175,434 under the Grant DOE 028-20 Weatherization Assistance. This award is to assist 24 houses to be weatherized within Montgomery County.

Reminder, this program's primary goal is to provide assistance to low and moderate-income households to improve the energy efficiency of their homes.

This is the second part of the Weatherization Program FY2020 funding under the Department of Energy (DOE). The first part of the funding FY2020 was under Low Income Home Energy Assistance Program (LIHEAP) from the Department Health and Human Services (HHS). The LIHEAP funding as accepted by the Montgomery County Commission on April 20th.

CARPDC is requesting these items be place on County Commission Agenda. The action to be undertaken is to accept the grant award, grant extensions and authorizing the Chairman to sign the grant agreements (Grant DOE-028-20)

OFFICE OF THE GOVERNOR

KAY IVEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

KENNETH W. BOSWELL
DIRECTOR

June 8, 2020

The Honorable Elton Dean, Sr., Board Chair
Montgomery County Commission c/o Central Alabama
Regional Planning and Development Commission
430 South Court Street
Montgomery, Alabama 36104

Dear Chairman Dean:

RE: Weatherization Assistance Program
Grant Number: DOE-028-20

It is my pleasure to announce conditional approval of this award by the Governor to the Montgomery County Commission c/o Central Alabama Regional Planning and Development Commission for \$175,434.00. This award is made possible by funds received by the Alabama Department of Economic and Community Affairs (ADECA) from the U.S. Department of Energy. The grant will be administered by the Energy Division of ADECA. Soon, you will receive a Letter of Conditional Commitment with a List of Requirements that must be completed before the grant award can be issued.

I commend you on your efforts to provide these services to the citizens of Alabama and wish you full success in implementing this program.

Sincerely,

A handwritten signature in black ink, appearing to read "K. W. Boswell", written over a horizontal line.

Kenneth W. Boswell
Director

KWB/TW/sf

cc: Mr. Greg Clark, Executive Director

**Central Alabama Regional Planning
and Development Commission
Procurement Accounting Policy**

As of January 2020

The Central Alabama Regional Planning and Development Commission procurement (CARPDC) policy includes, but is not limited to, local, State and federal procedures for procurement, property management, adherence to the competitive bid, and all other financial requirements. When the Commission is the recipient or manages of federal grants funds, the following regulations apply: *2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, is commonly referred to as the *Super Circular*. The *Super Circular* was published in the Federal Register on December 26, 2013, and is set to take effect at the end of calendar year 2014. The *Super Circular* supersedes and combines the requirements of eight existing OMB Circulars (See Below).

CARPDC accounting principles will follow all applicable federal, State and local regulations as required appropriate to the funds source.

The *Super Circular* supersedes and combines the requirements of eight existing OMB Circulars from the following categories:

Administrative Requirements

- Circular A-102, Grants and Cooperative Agreements with State and Local Governments
- Circular A-110, Uniform Administrative Requirements for Awards and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- Circular A-89, Catalog of Federal Domestic Assistance (CFDA)

Reforms to Administrative Requirements are focused in the following areas:

- Conflict of Interest Guidance
- Definition of Supplies
- Pre-Award Risk Assessment
- Procurement Standards
- Performance Measurement
- Greater focus on Internal Controls
- Cost Sharing
- Requirements for Pass-Through Entities

- Mandatory Disclosures

Cost Principles

- Circular A-21, Cost Principles for Educational Institutions
- Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
- Circular A-122, Cost Principles for Non-Profit Organizations

Reforms to Cost Principles are focused in the following areas:

- Provides guidance for classifying certain costs as either Direct or Indirect
- Indirect Costs: Organizations will also be permitted to elect an automatic indirect cost rate of 10% of modified total direct costs, to be used indefinitely if they wish, or they may elect to negotiate a higher rate.
- Direct Costs: In certain circumstances, program administration costs can be reported as direct costs applicable to a specific program. Previously, grantees sometimes were required to pass these charges on via their indirect cost rates.

Audit Requirements

- Circular A-133, Audits of States, Local Governments and Non-Profit Organizations
- Circular A-50, Audit Follow-up

Reforms to Audit Requirements are focused in the following areas:

- Increased expenditure threshold for Single Audit requirement to \$750,000 from \$500,000
- Changes to the Risk Assessments and Major Program determination processes
- Reduction in the number of Compliance Requirements
- Modification to Reporting of Audit Findings and Questioned Costs
- Increased threshold for reporting Questioned Costs to \$25,000 from \$10,000

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II

DATE: June 12, 2020

RE: Contract No. 51901-18B-024
Landscape Maintenance Services – Industrial Park

I request that the attached Amendment No. 2 to Harrison and Associates, LLC contract for landscape maintenance at Montgomery Industrial Park be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning September 1, 2020 and ending on August 31, 2021.

Harrison and Associates, LLC, would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with James Williams, Director of Parks and Recreation.

Attachment

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

Amendment
To
Contract # 51901-18B-024

Amendment No. 2

Contract with Harrison and Associates, LLC for landscape maintenance at Montgomery Industrial Park is hereby extended for one (1) year, beginning September 1, 2020 and ending August 31, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

HARRISON AND ASSOCIATES, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Project Berry – Manufacturing of Automotive Accessories 647 Industrial Park Blvd, Montgomery, AL

Prospect Company: Mountain Top

Description: Dutch company who manufactures truck accessories specifically for OEMs proposes to lease a 67,000 square foot building located in Montgomery Industrial Park. The project will create 90 full time jobs with an average wage of \$37,668.8, not including benefits, with a total capital investment of \$13.3 M.

Estimated Project Schedule

Commence construction Q2 2020 Commence hiring/staffing Q2 2020

Commence operations Q1 2021

Estimated Workforce Investment

Minimum 90 full time jobs with an average wage of \$18.11 per hour for an estimated annual payroll of \$3,390,192.

Total Project Capital Investment

\$7,000,000 – manufacturing equipment

\$4,500,000 – building upgrades

\$1,800,000– non-manufacturing equipment

State Incentive Commitment

\$2,429,325 – Contingent upon participation by Local Government

Local Incentive Request

City - \$1,000 per job x 90 jobs = \$90,000

County - \$650 per job x 90 jobs = \$58,500

**A RESOLUTION AUTHORIZING A PROJECT AGREEMENT AND RELATED DOCUMENTS
FOR THE USE AND GRANT OF PUBLIC FUNDS AND THINGS OF VALUE IN AID OF
MOUNTAIN TOP USA, INC. AND CERTAIN OTHER PRIVATE ENTITIES**

WHEREAS, Mountain Top USA, Inc., a Delaware corporation qualified to do business in Alabama (together with its permitted successors and assigns, the "Company"), proposes to lease, equip, and manufacture truck accessories for European original equipment manufacturer (OEM) at its facility (the "Project"), within the corporate limits of Montgomery County, Alabama (the "County");

WHEREAS, the Company has requested that the County, together with the City of Montgomery, Alabama (the "City"), provide certain incentives to the Company to assist the Company with the Project;

WHEREAS, negotiations between the County, the City, and the Company have resulted in a proposal that the County, the City, and the Company enter into a Project Agreement in substantially the form attached as Exhibit A (the "Project Agreement"), under which the County and the City would (a) provide to the Company a cash incentive in the amount of up to \$148,500.00, and (b) authorize the Industrial Development Board of the City of Montgomery to grant abatements of certain noneducational taxes, all as more particularly described in and subject to the terms and conditions of the Project Agreement (the "Incentives").

WHEREAS, the County has caused to be published a notice satisfying the requirements stated in both (a) Amendment No. 713 to the Alabama Constitution of 1901 ("Amendment 713"), and (b) Section 94.01 of the Constitution of Alabama of 1901, also cited as Amendment No. 772 ("Amendment 772"), in order to approve and authorize the use and grant of public funds and things of value in aid of the Company and the other private parties identified in Section 3 of this Resolution, to the extent that any benefit is directly or indirectly derived by them as a result of the Incentives granted to the Company.

WHEREAS, the County desires to authorize and approve the grant and delivery of the Incentives, the execution, delivery, and performance of the Project Agreement, and all other agreements, instruments, and documents that the Montgomery County Commission deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF MONTGOMERY COUNTY, ALABAMA, as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct.
2. The County has caused public notice of this meeting to be published in accordance with Amendment 713 and Amendment 772.
3. It is hereby found, determined, and declared that it is necessary, proper, and in the public interest, in accordance with Amendment 713 and Amendment 772, that the County grant the Incentives and enter into the Project Agreement, and that the use, grant, and expenditure of public funds and things of value

to provide the Company with the Incentives will serve a valid and sufficient public purpose under, and are authorized by, consistent with, and in furtherance of the objectives of Amendment 713 and Amendment 772, notwithstanding the benefits to the Company and any incidental benefit accruing to any other private person or entity, including the landlord and owner of the Project.

4. It is hereby found, determined, and declared that development and implementation of the Project with the Incentives from the County is in the best interest of the County and will serve a valid and sufficient public purpose and further enhance the public benefit and welfare by, among other things: promoting and assisting the economic development of Montgomery, increasing employment opportunities, benefitting private businesses, and increased funding for education.

5. The grant and delivery of the Incentives are approved, authorized, and ratified, and any officer of the Montgomery County Commission is hereby authorized and directed to execute, deliver, and cause the County to perform the Project Agreement, in substantially the form attached hereto, with such changes such officer may determine to be necessary or appropriate (such officer's execution of the Project Agreement including any change being conclusive evidence of such determination), and to negotiate, execute, deliver, and cause the County to perform all other agreements, instruments, and documents that such officer deems necessary or appropriate to memorialize and further elaborate the terms of payment or delivery of the Incentives or to carry out the purposes of this Resolution.

6. The Chairman of the Montgomery County Commission, the County Administrator, and other officials and representatives of the County are severally authorized and empowered to take any and all such further actions necessary, required, or convenient to effectuate the purposes of this Resolution, and any such actions heretofore taken by them are ratified and confirmed.

ADOPTED this the ____ day of _____, 2020.

Chairman
Montgomery County Commission

ATTEST:

County Clerk

EXHIBIT A
FORM OF
LOCAL GOVERNMENTS' PROJECT AGREEMENT
(Attached)

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, Florence M. Cauthen, Clerk of Montgomery County, Alabama, do hereby certify that the above is a true, correct, and exact copy of a resolution duly and legally adopted by the County Commission of Montgomery County, Alabama, at a meeting thereof on the ___ day of _____, 2020, as taken from the minutes of such meeting.

Witness my hand and official seal on this the ___ day of _____, 2020.

Clerk of Montgomery County, Alabama

(OFFICIAL SEAL)

NOTICE

NOTICE IS HEREBY GIVEN by Montgomery County, Alabama (the "County"), that, at 9:30 a.m. on July 20, 2020, the Montgomery County Commission (the "County Commission") will hold a regular meeting in the Commission Chamber, on the First Floor of the Montgomery County Administration Building, Annex III, located at 101 S. Lawrence Street, Montgomery, Alabama 36104. Such regular meeting will constitute a public meeting at which the County Commission will consider, discuss, vote, or take action on the adoption of a resolution authorizing and approving the County's use of public funds and other things of value, together with the City of Montgomery (the "City"), to support an economic development project pursuant to Amendment 713 and Amendment 772 to the Constitution of Alabama of 1901. Subject to certain conditions, the County and the City may contribute funds up to \$148,500.00 to Mountain Top USA, Inc., a Delaware corporation qualified to do business in Alabama, for the leasing, equipping, and manufacturing of truck accessories for European original equipment manufacturer (OEM) (the "Facility") on real property located at 647 Industrial Park Boulevard, Montgomery, Alabama 36117 (together with the Facility, the "Project"). The Project is expected to promote and assist the economic development of Montgomery, increase employment opportunities, and benefit private businesses, including other individuals and entities, including the owner of the Facility and the Project.

This Notice is being given by the County Commission pursuant to Amendment No. 713 to the Constitution of Alabama (1901), as amended, as the expenditure of funds by the County are for the purpose of promoting local economic and industrial development within the corporate limits of Montgomery County.

Given as of July 6, 2020.

MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr.
Its Chairman

July 1, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator



SUBJECT: Alabama Power Company Easement

Attached is an easement granted to Alabama Power Company on the Old Selma Road park property. The easement allows access to install and maintain power lines to provide electricity on the property.

I request that ratification of the easement be placed on the next agenda.

EASEMENT – DISTRIBUTION FACILITIES

STATE OF ALABAMA

COUNTY OF MONTGOMERY

This instrument prepared by: Al Wyckoff

Alabama Power Company
Corporate Real Estate
244 Dexter Avenue
Montgomery, AL 36104

KNOW ALL MEN BY THESE PRESENTS That the undersigned MONTGOMERY COUNTY COMMISSION (hereinafter known as "Grantors", whether one or more) for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration paid to Grantors in hand by Alabama Power Company, a corporation, the receipt and sufficiency of which are hereby acknowledged, do hereby grant to said Alabama Power Company, its successors and assigns (hereinafter the "Company"), the following easements, rights, and privileges:

Overhead and/or Underground. The right from time to time to construct, install, operate and maintain, upon, over, under and across the Property described below, all poles, towers, wires, conduits, fiber optics, cables, communication lines, trans closures, transformers, anchors, guy wires, and other facilities useful or necessary in connection therewith (collectively, "Facilities"), for the overhead and/or underground transmission and distribution of electric power and communications, along a route selected by the Company, as determined by the location(s) in which the Company's facilities are to be installed. The width of the Company's right of way will depend on whether the Facilities are underground or overhead: for underground, the right of way will extend five (5) feet on all sides of said Facilities as and where installed; for overhead Facilities, the right of way will extend fifteen (15) feet on all sides of said Facilities as and where installed.

The Company is further granted all the rights or privileges necessary or convenient for the full enjoyment and use of said right of way for the purposes above described, including, without limitation, the right of ingress and egress to and from said Facilities, as applicable, the right to excavate for installation, replacement, repair and removal of said Facilities, the right to install, maintain, and use anchors and guy wires on land adjacent to said right of way, the right in the future to install intermediate poles and facilities on said right of way, and also the right to cut, remove, and otherwise keep clear any and all trees, undergrowth, structures, obstructions, or obstacles of whatever character, on, under and above said right of way, as applicable. Further, with respect to overhead Facilities, the Company is also granted the right to trim and cut, and keep trimmed and cut, all dead, weak, leaning or dangerous trees or limbs outside of the aforementioned right of way that, in the opinion of the Company, may now or hereafter endanger, interfere with, or fall upon any of said overhead Facilities.

The easements, rights and privileges granted hereby shall apply to, and the word "Property" as used in this instrument shall mean the real property more particularly described in that certain instrument recorded in RLPY 4815 PAGE 671, in the Office of the Judge of Probate of the above-named County.

If, in connection with the construction or improvement of any public road or highway, it becomes necessary or desirable for the Company to move any of the Facilities, Grantor hereby grant to the Company the right to relocate the Facilities and, as to such relocated Facilities, to exercise the rights granted above; provided, however, the Company shall not relocate said Facilities on the Property at a distance greater than ten feet (10') outside the boundary of the right of way of any such public road or highway as established or re-established from time to time.

This grant and agreement shall be binding upon and shall inure to the benefit of Grantors, the Company and each of their respective heirs, personal representatives, successors and assigns and the words "Company" and "Grantors" as used in this instrument shall be deemed to include the heirs, personal representatives, successors and assigns of such parties.

TO HAVE AND TO HOLD the same to the Company, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantors have caused this instrument to be executed by Elton N. Dean, Jr., its authorized representative, as of the 23rd of June, 2020.

ATTEST (if required) or WITNESS:

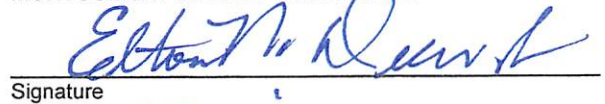


Signature

Public Affairs Manager

Title

MONTGOMERY COUNTY COMMISSION:



Signature

Chairman

Title

-----For Alabama Power Company Corporate Real Estate Department Use Only-----

W.E. # A6310-05-AM20

TRANSFORMER # _____

All facilities on Grantor: _____

SE¼, SW¼ S21 T16N R16E

12-2

Latitude: 32.345032 Longitude: 86.463405

Customer		Address		County	Section	Twship	Range	Operating Voltage:		Estimate / Job No.	
Old Selma Park		Old Selma Rd		Montgomery	21	16N	16E	Pri 12.47 kV Sec 120/240		A6310 05 AM20	
Division	District	Town	Engineer	Substation:		Missail: Work Loc #:		Reference#:		Alabama Power	
PD - Montgomery	Montgomery	Montgomery	Teddy Barrera 13256	X: 33326 Y: JL6677		n/a		Good: @			
Through: Water Works #											

Location Sketch

Sectionalizing Sketch

Job Notes

Emergency Line Work

Work Loc # 1

Substation Well Rd

Bkr / Rec 33326/JL3200

ATS Device N/A

Switch # N/A

Fuse Size N/A

LLL	LLG	LL	LG	LG-R
0	1562	1435	1130.3	240.5
Dist to Sub				19809.5 ft

Construction Completed by: _____ Date: _____

All Construction Changes Have Been Noted in Red On This Drawing

Every day, every job, safely.

target ZERO

12-3

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



June 30, 2020

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser ^{LU}

SUBJECT: Position Fill Request

I respectfully request your consideration and approval of a new Appraiser II position and the related position fill request. I have several Appraiser I's and Appraiser III's and have a need to move an employee into the Appraiser II slot so that they may begin training to perform more complex assignments. I am eliminating a clerical position that was vacated due to a promotion. I plan to use those funds to cover the salary costs associated with this position. These position changes will result in an overall salary decrease to the Appraisal Department of \$29,600.

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

13-1

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Appraisal
DEPARTMENT HEAD: Clay Henley
SUPERVISOR: Clay Henley

POSITION INFORMATION:

Position Title Appraiser II
Position Number 850196001
Pay Grade A08 Pay Range \$45,440-\$67,894
Proposed Effective Date 08/17/2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

I have two employees that need to promote into positions to train for more complex assignments. I need to add an Appraiser II position to accomplish this, but will eliminate an Appraiser I and Appraisal Technician clerical position. This will result in one less position in the department and an overall budget savings.

Clay Henley
Department Head

Date 6/30/2020

FINANCIAL IMPACT:

The 2020 budget will have a savings from these position changes. The 2021 budget for Appraisal will be \$43,143 less as the result of these position changes.

Sherrill Thomas
Finance Director

Date 7/1/2020

ADMINISTRATIVE REVIEW/COMMENTS:

Florence M. Cauthen/tn
Interim County Administrator

Date 7/1/2020



www.mc-ala.org/da

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



(334)832-2550

MEMORANDUM

TO: Chairman Elton Dean, Sr.
Vice-Chair Ronda Walker
Commissioner Dan Harris
Commissioner Isaiah Sankey
Commissioner Doug Singleton

FROM: Daryl Bailey

DATE: June 29, 2020

SUBJECT: Position Fill Requests

I respectfully request the County Commission approve the attached position fill requests for a Records Coordinator, an Assistant Records Coordinator, and a Retired RSA Employee (Investigator).

The Records Coordinator vacancy was created because of a retirement. This is the leadership position for the Unit and is necessary for the Unit. I plan to promote from within the Unit and hire for the Assistant Records Coordinator position. These positions are funded in the budget and the moves will result in more than \$4,800 in payroll savings to the County.

The Retired RSA Employee (Investigator) position is a part-time position that is instrumental in the investigative and grand jury duties in my office. The funding for this position is in the budget. Since Grand Juries are not meeting due to COVID-19 restrictions I do not plan to fill this position until September at the earliest but I would like permission to begin the search.

Please contact me if you have any questions.

Attachments

POSITION FILL REQUEST - BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Records Coordinator
Position Number 408015011
Pay Grade A06 Pay Range \$36,284 - \$54,214
Proposed Effective Date July 13, 2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 06/25/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/25/2020
Employee Benefit Manager

Sherrill Thomas Date 6/29/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/29/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Rhonda B. Cape

POSITION INFORMATION:

Position Title Asst Records Coordinator
Position Number 408010022
Pay Grade A04 Pay Range \$28,765 - \$42,978
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 06/25/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/25/2020
Employee Benefit Manager

Sherrill Thomas Date 6/29/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/29/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
DEPARTMENT HEAD: Daryl D. Bailey
SUPERVISOR: Mike Thomas

POSITION INFORMATION:

Position Title Retired RSA Employee Professional (Investigator)
Position Number 400079001
Pay Grade A05 Pay Range \$23.2143/hr
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey Date 06/25/2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/25/2020
Employee Benefit Manager

Sherrill Thomas Date 6/29/20
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/29/2020
Interim County Administrator

ALABAMA DEPARTMENT OF TRANSPORTATION
1409 COLISEUM BOULEVARD
MONTGOMERY, ALABAMA 36110



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110
P. O. Box 303050, Montgomery, Alabama 36130-3050



Kay Ivey
Governor

John R. Cooper
Transportation Director

June 18, 2020

The Honorable Elton Dean Sr.
Montgomery County Commission
District 2
101 South Lawrence St.
Montgomery, AL 36104

RE: HSIP-5119(250)
Roundabouts on SR-126 at I-85 Exit 16
Southbound Ramps, at SR-126/SR-8 (US-80)
Intersection, and on SR-8 (US-80) at Marler Road
Montgomery County

Dear Sir or Madam:

The Alabama Department of Transportation and the Federal Highway Administration are studying a proposal located east of Montgomery on SR-126 and US-80 near the I-85, Exit 16 interchange in Montgomery County, Alabama. The proposed project will include the installation of roundabouts on SR-126 at the I-85 Southbound Exit 16 Ramp Intersection, at the SR-126/SR-8 (US-80) Intersection, and on SR-8 (US-80) at Marler Road (See the attached maps).

The purpose for the project is to modify SR-126 and US-80 near the I-85, Exit 16 interchange to improve traffic operations, improve safety and implement access management features along the two roadways.

The Alabama Department of Transportation is investigating all aspects of this proposal in order to determine its feasibility. We are very much interested in the views of public officials and agencies concerning this proposed highway facility. We welcome public input concerning the project's purpose, need, and alternatives. The early identification of effects a highway project may have on an area is needed to assure proper planning.

Also, we are interested in your review of this proposal so that we may satisfy the intent of certain Federal Statute (Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Section 401 of the Intergovernmental Review Act of 1968). Although Federal-Aid Highway Planning, Research, and Construction projects may not have been selected for review under Alabama's "Intergovernmental Review of Federal Programs" (Executive Order 12372) process, we must still meet these other requirements. Therefore, your review is requested.

15-1

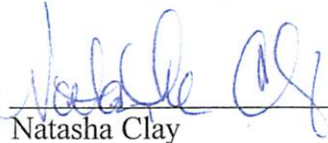
Page 2
June 18, 2020

We would appreciate any comments or useful information that you might have on potential social, economic, or environmental effects of the proposed project. We also solicit your comments on the purpose and need for the proposed project and potential alternatives to the project. The comments will be taken under consideration during the preparation of the environmental document.

Sincerely,

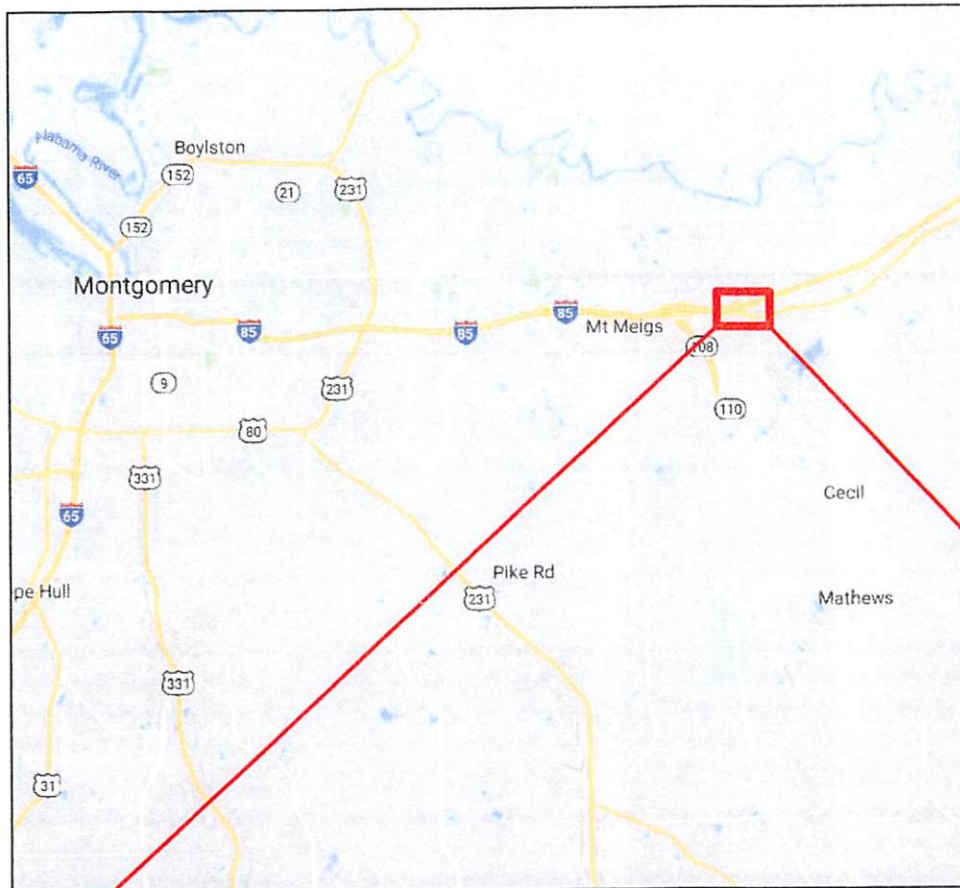
Steven E. Walker, P.E.
State Design Engineer

By:


Natasha Clay
State Environmental Administrator
Environmental Technical Section

NC/GAS/ss

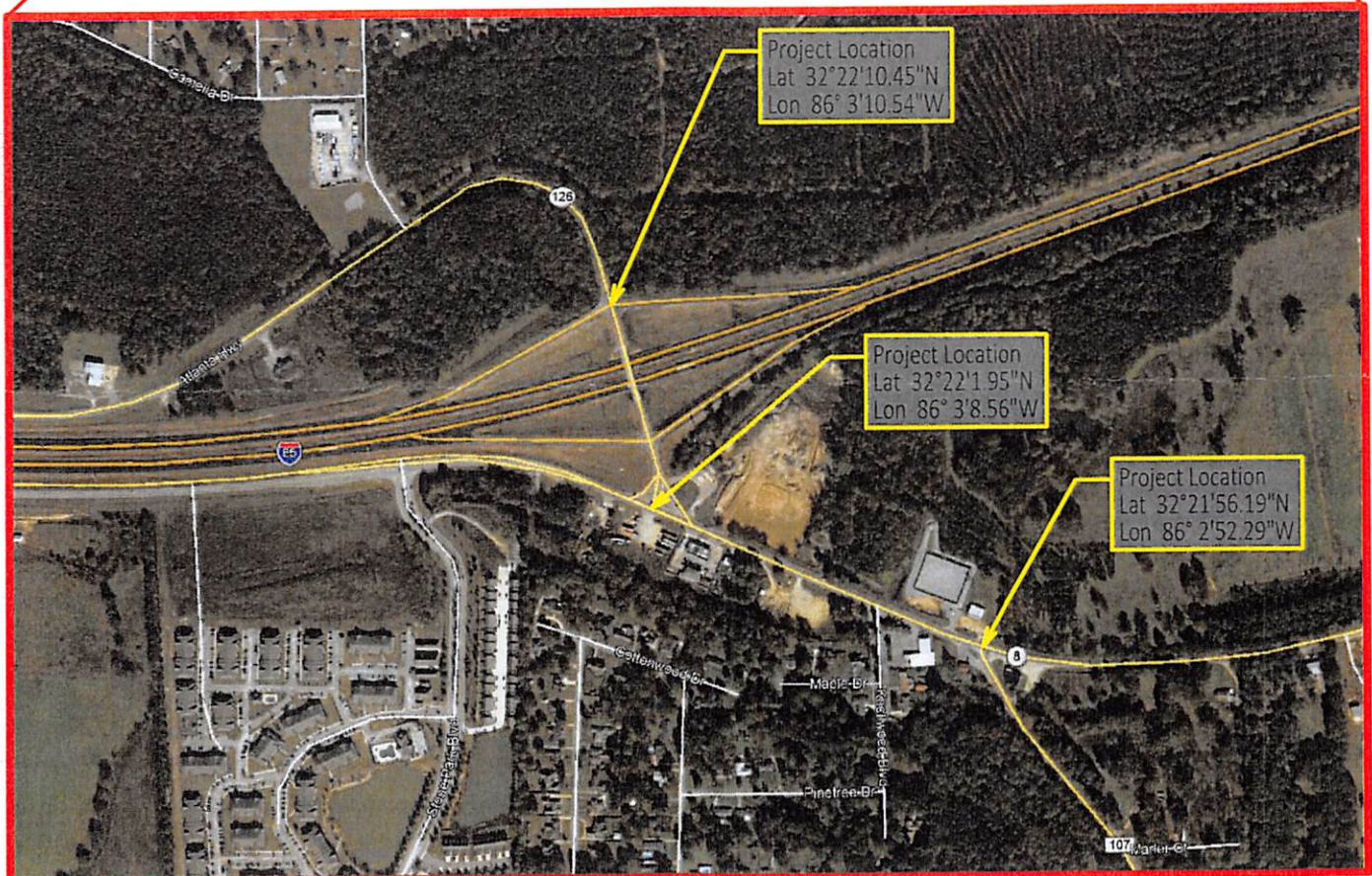
pc: ETS File



Project No. HSIP-5119(250)
 Installation of Roundabouts on SR-126
 at I-85 Exit 16 Southbound Ramps,
 at SR-126/SR-8 (US-80) Intersection,
 and on SR-8 (US-80) at Marler Road
 Montgomery County



T16N R20E



426 Seminole Drive
Montgomery, Alabama 36117

June 16, 2020

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

Dear Commissioners:

I retired as the Administrator of the Montgomery County Commission on January 1, 2020. I feel that it is time for me to submit my letter of resignation from the Board of Directors of the Montgomery County Community Cooperative District, effective June 30, 2020 and allow new leadership to take my place.

Thank you for allowing me to serve on the Board of Directors of the Cooperative District.

Sincerely,



Donald L. Mims

cc: Leslie Sanders, MCCCCD Chairman
Jonathan Avant, MCCCCD Vice Chairman
Jim Buckalew, MCCCCD Board Member
James Harrell, MCCCCD Board Member
Florence M. Cauthen, Interim County Administrator

16-1

2020 Montgomery County Commission Meetings

First and Third Tuesday

Information Sessions begin at 8:30 a.m.

Formal Sessions begin at 9:30 a.m.

Meetings are held at the Montgomery County Administration Building, Annex III, located at 101 S. Lawrence Street.



Commission Meeting							County Holiday						
January							February						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
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26	27	28	29	30	31		23	24	25	26	27	28	29

March						
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29	30	31				

April						
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May						
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31						

June						
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July						
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November						
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29	30					

December						
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27	28	29	30	31		

17-1

July 2, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator 

SUBJECT: Minority and Women-Owned Business Initiative

At the last meeting, the Commission discussed the Minority and Women-Owned Business Initiative and took no action. The current contract with the Moore-Zeigler Group expired June 30, 2020. Attached is a copy of the Moore-Zeigler contract and the Initiative, as revised in November 2019.

I am providing this for your information and discussion. If you have questions or want additional information, please let me know.

Montgomery County Commission Minority and Women-Owned Business Initiative

Policy Statement

The Montgomery County Commission (MCC) is committed to:

- increase participation by Minority and Women-Owned Businesses (M/WBs) in the contracting and procurement processes in Montgomery County;
- ensure equal opportunity for M/WBs to participate in the contracting and procurement processes;
- prohibit discrimination on the basis of race, color, religion, national origin, sex, age, disability, or veteran status in the contracting and procurement processes; and
- achieve a minimum of 30% participation (as contractors and/or subcontractors) by M/WBs in the awarding and execution of county contracts and to increase M/WBs participation in the bidding process in Montgomery County.

Policy Implementation

The Montgomery County Commission will engage and/or hire a M/WB Liaison to assist Montgomery County in developing and executing a plan to implement the M/WB Initiative in compliance with federal and state laws and Montgomery County purchasing procedures. The plan will include, but not be limited to, steps to accomplish the following:

- disseminate information on available business opportunities to ensure M/WBs are provided an equal opportunity to participate in the contracting and procurement processes;
- maintain and update a directory of M/WBs;
- make prospective contractors and vendors aware of the MCC's M/WB Initiative;
- attend pre-bid/pre-proposal conference(s) to explain M/WB Initiative objectives and to respond to questions;
- review requests for bids/proposals prior to formal advertising or solicitation to make sure that proper instructions are included regarding the MCC's M/WB Initiative objectives;
- maintain accurate and up-to-date records demonstrating M/WB Liaison's efforts and accomplishments; and
- monitor and track the status of W/MB participation as it relates to the goal of 30% minimum participation in the county's contracting and purchasing processes.

The plan will also establish procedures to ensure equal opportunity to compete in MCC's contracting and procurement processes such as:

- arrange solicitations, time for submission of bids/proposals, quantities, specifications, and deliveries to better facilitate the participation of M/WBs;
- implement informational programs on opportunities and procedures;
- assist and provide information on avenues of access on items such as the inability to obtain insurance, bonding, financing, and technical assistance;
- include the MCC's M/WB Initiative policy and objectives in requests for bids and proposals; and

- provide information and communication on contracting procedures, specifications and RFPs to M/WBs in a timely manner.

Recognition of M/WBs

To ensure that the MCC's M/WBs policy benefits businesses which are owned and controlled in both form and substance by minority individuals or women, the MCC shall recognize M/WB certification by the Alabama Department of Economic and Community Affairs (ADECA) or Federal 8-A certification.

ADECA eligibility requirements for certification by ADECA include but are not limited to the following:

1. A business must be at least 51 percent minority/woman-owned, controlled and operated on a daily basis
2. Must have been in operation for at least one year prior to applying for minority business certification status
3. Must have a legal presence (license) to operate in Alabama
4. Majority owner(s) must be a legal resident of the United States by birth or naturalization
5. Must be **socially disadvantaged** (defined as those individuals who have been subjected to racial or ethnic prejudice, sexual or cultural bias because of their identity as a member of a group without regard to their individual qualities)
6. Must be **economically disadvantaged** (defined as those individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities)
7. Must be a member(s) of an officially designated **socially disadvantaged group** such as African-American, Native American or Alaskan Native, Hispanic-American, Women, Asian-Pacific American, and Asian-Indian American.

Nothing in this policy and its implementation is to be construed to require MCC to award a bid and/or contract to any bidder other than the lowest responsible bidder or to require contractors to award subcontracts to or make purchases from M/WBs who do not submit the lowest responsible sub-bid.

The Montgomery County Commission

THE SMALL AND MINORITY BUSINESS SUPPORT INITIATIVE PROGRAM

**MEMORANDUM OF AGREEMENT
TO
PROVIDE CONTRACT SERVICES**

This Memorandum of Agreement between The Montgomery County Commission and the Moore-Zeigler Group, LLC, a contract services provider has an effective start date of July 1, 2019 and an ending date of June 30, 2020. During the period of the agreement Moore-Zeigler Group, LLC agrees to provide, at a rate of \$3,500.00 per month, not to exceed a total cost of \$42,000.00, the following services to the Montgomery County Commission

- **To serve as Program Manager** to implement the Small and Minority Business Support Initiative Program.
- **Develop Activities for Capacity Building** to assist the small minority business owners in developing additional job scopes and capabilities.
- **Coordinate Montgomery County Purchasing Department** to understand county procedures and to participate in distribution of bids.
- **Provide access to an updated database (DBENetworks)** of small minority businesses selected to participate in the program.
- **Ensure that accurate and current files and records of participants** are created and oversee the preparation and submission of appropriate reports of the progress and status of the program.

Performance Goals

The specific goals of the program are:

1. Increase the number of county contracts awarded to small and minority business firms by providing them with the tools and resources they need to enhance their favorability with prime contractors.
2. Utilizing these tools and resources to provide assistance to small and minority-owned firms in gaining access to capital through community and regional banks and financial institutions and acquiring bonding and insurance.
3. Provide job opportunities by matching the need for workers with prime contractors and large non-minority sub-contractors who have a past history of utilizing small minority-owned businesses as sub-contractors.
4. Implement a business development component to assist individual small minority-owned businesses to become more versatile by increasing their capabilities into areas related to, or that will enhance their main specialty allowing them to be more attractive to the prime contractors when selecting a sub-contractor.

Monitoring and Evaluation:

MZG will provide to the County a Quarterly written report detailing all activities performed on the County's behalf MZG will solicit feedback from the County as to any specific area or direction the County wishes to have addressed and request an evaluation of those activities from the County relative to the effectiveness all MZG activities.

Final Report:

Moore-Zeigler Group will provide to the County, a final detailed report at the completion of the 12-month period. The report will be submitted to the County 60 days after contract after the period is completed.

The Moore-Zeigler Group, LLC, fully understands that the \$3,500.00 per month fee covers all consultant costs to include, but are not limited to, food, lodging, travel, parking or the purchase of administrative supplies

DISPUTE RESOLUTION: If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussion and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and The Moore-Zeigler Group, LLC.

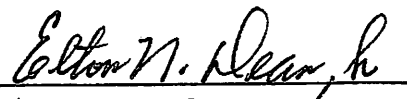
Both, The Montgomery County Commission and The **Moore-Zeigler Group, LLC** concur that his agreement in no way represents full-time or permanent employment, nor does the contract services provider have a claim or right to any benefits paid to any employee of the Montgomery County Commission. The consultant is engaged as an Independent contractor and is not eligible for fringe benefits including retirement, medical insurance, FICA matching contributions, etc. with the County of Montgomery. Both parties understand that this agreement represents a contract relationship and that the contract service provider is fully responsible for paying their own taxes.



Carmen Moore-Zeigler
Moore-Zeigler Group LLC.

7-1-19

Date



Elton N. Dean Sr.
Chairman,
Montgomery County Commission

7-1-19

Date



Haskell Slaughter Gallion & Walker, LLC
3104 B Seaton Place
Montgomery, Alabama 36116
t 334.265.8573 | f 334.264.7945

ttg@hsg-law.com

June 29, 2020

Florence Cauthen
Interim County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Two Executive Sessions -July 6, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening two executive sessions at its next meeting for discussion with legal counsel regarding a Commerce or Trade Matter and Pending Litigation. I have determined that, in my legal opinion, these matters are appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp



Haskell Slaughter Gallion & Walker, LLC
8104 B Seston Place
Montgomery, Alabama 36116
t 334 265 8573 | f 334 264 7945

ttg@hsg-law.com

June 29, 2020

Florence Cauthen
Interim County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Two Executive Sessions -July 6, 2020

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on matters in which the County Commission is considering convening two executive sessions at its next meeting for discussion with legal counsel regarding a Commerce or Trade Matter and Pending Litigation. I have determined that, in my legal opinion, these matters are appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,

Thomas T. Gallion, III
ASB 5295-L74T

TTG/tp