

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

JULY 6, 2020

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:30 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Sankey. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen briefed the Commission on scheduled attendees and items on the agenda.

Chairman Dean asked Director Christina Thornton with the City/County Emergency Management Agency to update the Commission regarding COVID-19.

PRESENTATION BY DIRECTOR CHRISTINA THORNTON WITH THE CITY/COUNTY EMERGENCY MANAGEMENT AGENCY

City/County Emergency Management Agency Director Christina Thornton cited the current number of COVID-19 cases, testing and deaths in Montgomery County and the State of Alabama.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham requested authorization to sell two (2) 2014 Ford Explorer vehicles to the Macon County Sheriff's Department. After discussion, the Commission agreed to place this item on the next agenda.

Sheriff Cunningham briefed the Commission regarding an Amendment to Assign Telephone System and Service Agreement with Legacy Long Distance International, Inc., dba Legacy Inmate Communications, and NCIC Inmate Communications, Inc. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PROBATE JUDGE J C LOVE, III AND COUNTY ARCHIVIST DALLAS HANBURY

Probate Judge J C Love, III, introduced County Archivist Dallas Hanbury and asked the Commission to waive rules regarding a grant award to Montgomery County that will enable

Montgomery County Archives to be digitize legal records of enslaved people in Montgomery County.

County Archivist Dallas Hanbury told the Commission that the Montgomery County Archives has been selected as 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.” Mr. Hanbury noted that the \$20,900 award will be used to purchase an overhead book scanner to scan records related to The Lantern Project. He said that Archives will provide an in-kind match with hours spent scanning documents for the project. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake discussed a proposed Alabama Department of Transportation project for constructing roundabouts on SR-126, US-80, and Marler Road at I-85 Exit 16 (Waugh). ALDOT sent the Commission a June 18, 2020, letter soliciting input from public officials, and Mr. Speake advised that he had drafted a reply to this letter for Chairman Dean’s signature. After a brief discussion, the Commission agreed to send the letter as drafted by Mr. Speake.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk presented a Resolution Proclaiming July 7, 2020 as Reverend Richard C. Boon Day in Montgomery County, Alabama. After discussion, the Commission agreed to waive rules and add this item to the agenda. Mrs. Hawk reminded the Commission that the first Budget Hearing would be Tuesday, July 21, 2020.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley requested the allocation of one Appraiser II position and related Position Fill Request. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL D. BAILEY

District Attorney Daryl D. Bailey briefed the Commission regarding Position Fill Requests for a Records Coordinator, Assistant Records Coordinator and Retired RSA Employee Professional (Investigator). After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY DIRECTOR OF CORPORATE DEVELOPMENT SHELBY STRINGFELLOW WITH THE MONTGOMERY AREA CHAMBER OF COMMERCE

Director of Corporate Development Shelby Stringfellow with the Montgomery Area Chamber of Commerce briefed the Commission regarding 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. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen presented a request to authorize the expenditure of funds to be used to prevent, prepare for and respond to the Coronavirus that are eligible for reimbursement. She noted that Montgomery County has available up to \$5.8 million for reimbursement. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen presented a 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. She noted that hardware will be purchased under state contract. After discussion, the Commission agreed to place this item on the next agenda.

The Commission asked IT Manager Rodney Smith about the poor cell phone reception in the Annex III building. Vice Chairman Walker stated that this is a problem and it needs to be fast tracked to be resolved. Mr. Smith stated that he would contact the Verizon representative to discuss options to resolve this issue.

Administrator Cauthen briefed the Commission regarding a Grant Award and Grant Extensions and authorization for the Chairman to Sign the Grant Agreements regarding the Weatherization Assistance Program, Grant DOE-028-20. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen briefed the Commission regarding 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% price increase for landscape maintenance services at the Industrial Park, Contract Number 51901-18B-024. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Cauthen requested authorization to Ratify an Easement granted to Alabama Power Company for electrical service at the Old Selma Road Park. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Vice Chairman Walker stated that during the Formal Session she would propose to waive rules to hire the County Administrator. She noted that the position has been vacant for approximately six months and after a lengthy and thorough search through the Personnel Dept, she will move that Florence Cauthen be hired as the new Montgomery County Administrator. Vice Chairman Walker also recommended that she be hired at Pay Grade A16, Step 9. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR CAUTHEN

Administrator Cauthen presented a letter from Donald L. Mims regarding his resignation from the Board of Directors of the Montgomery County Community Cooperative District, Effective June 30, 2020. After discussion, the Commission agreed to waive rules and appoint Florence Cauthen to the Montgomery County Community Cooperative District Board.

Administrator Cauthen presented a Montgomery County Commission Meeting Schedule for the Remainder of 2020. After discussion, the Commission agreed to keep the meetings on the first and third Monday of each month beginning at 8:30 a.m.

Administrator Cauthen reminded the Commission that the Contract with Moore-Zeigler Group, LLC for Implementation and Management of the Minority and Women-Owned Business Initiative expired on June 30, 2020. She asked the Commission for guidance on how to proceed. Commissioner Harris was certain that at the last Commission meeting it was agreed to put out a Request for Proposal for this item. Administrator Cauthen stated that she would send out the Request for Proposal.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Sankey.

The Pledge of Allegiance was led by Commissioner Singleton.

Administrator Cauthen called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean and Vice Chairman Walker; Members Harris, Singleton and Sankey. Also present were County Attorney Thomas T. Gallion and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Ann T. Schaum, member of the Montgomery County Board of Registrars, introduced the new Chairman Buddy Snipes. Mr. Snipes greeted the Commissioners and said if there is anything he could do for the Commission to let him know.

APPROVAL OF MINUTES

Vice Chairman Walker made a motion to approve the Minutes of the Regular Meeting of June 15, 2020. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Cauthen presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Commissioner Singleton made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Cauthen. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Page 1, is attached to these Minutes.)

Commissioner Sankey had a question about the June 15, 2020 Minutes' comments by Senior Vice President of External Affairs Sheron Rose with the Montgomery Area of Chamber by regarding the use of funds to be appropriated to the Chamber. Commissioner Harris said that funds can be spent to inform citizens but not to influence their vote. Commissioner Singleton also said the purpose is to inform citizens. Ms. Rose explained that this money will be used to inform the public about plans to improve Montgomery Public Education. Vice Chairman Walker stated what is reflected in the Minutes is accurate.

PUBLIC HEARING

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding Vacating a Portion of Federal Road Right-Of-Way Near Pintlala from the Lowndes County Line Northeasterly Approximately .56 Mile. No one spoke, and Chairman Dean declared the Public Hearing Closed. (Copy of Notice of Application for Vacation of Property Dedicated for Public Purpose is attached to these Minutes.)

NEW BUSINESS

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION TO VACATE A PORTION OF FEDERAL ROAD RIGHT-OF-WAY NEAR PINTLALA FROM THE LOWNDES COUNTY LINE NORTHEASTERLY APPROXIMATELY .56 MILE

Chairman Dean passed the gavel to Vice Chairman Walker and made a motion to adopt the Resolution to Vacate a Portion of Federal Road Right-Of-Way Near Pintlala from the Lowndes County Line Northeasterly Approximately .56 Mile. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Resolution and Maps, Agenda Pages 1-1 through 1-6, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT FOR RESURFACING HYUNDAI BOULEVARD FROM US-31 TO US-331, PROJECT# STPMN-5118(251), MCP 51-01-18, CPMS REF.# 100064378 AND RELATED RESOLUTION

Commissioner Singleton made a motion to approve the Agreement for Resurfacing Hyundai Boulevard from US-31 to US-331, Project# STPMN-5118(251), MCP 51-01-18, CPMS Ref.# 100064378 and Related Resolution. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum, Agreement, Resolution, Exhibits, and State Guidelines, Agenda Pages 2-1 through 2-20, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH MIDSOUTH PAVING, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JULY 22, 2020 AND ENDING ON JULY 21, 2021 FOR HIGH-PERFORMANCE ASPHALT COLD PATCH, CONTRACT NUMBER 53000-19B-015

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Midsouth Paving, Inc., regarding a One (1) Year Extension, beginning July 22, 2020 and ending on July 21, 2021 for High-Performance Asphalt Cold Patch, Contract Number 53000-19B-015. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 3-1 and 3-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH WIREGRASS CONSTRUCTION COMPANY, INC., REGARDING A ONE (1) YEAR EXTENSION, BEGINNING JULY 22, 2020 AND ENDING ON JULY 21, 2021 AND A 5% PRICE INCREASE FOR BITUMINOUS PLANT MIX, CONTRACT NUMBER 53000-19B-017

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Wiregrass Construction Company, Inc., regarding a One (1) Year Extension, beginning July 22, 2020 and ending on July 21, 2021 and a 5% Price Increase for Bituminous Plant Mix, Contract Number 53000-19B-017. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH SAFEGUARD PEST SERVICES REGARDING A ONE (1) YEAR EXTENSION, BEGINNING SEPTEMBER 1, 2020 AND ENDING ON AUGUST 31, 2021 FOR PEST CONTROL SERVICES

Commissioner Singleton made a motion to approve Amendment Number 1 to Contract with Safeguard Pest Services regarding a One (1) Year Extension, beginning September 1, 2020 and ending on August 31, 2021 for Pest Control Services. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED HEALTHCARE AND DENTAL PLAN CHANGES

Commissioner Harris made a motion to approve the Healthcare and Dental Plan Changes. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 6-1, is attached to these Minutes.)

RISK MANAGEMENT – APPROVED CHANGE OF BROKER FOR CAREHERE SERVICE

Commissioner Harris made a motion to approve Change of Broker for CareHere Services. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission.

(Copy of Memorandum, Agenda Page 7-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Cauthen requested approval of the miscellaneous appropriations to agencies included in the July 6, 2020 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriation reprogramming requests, and his fellow Commissioners concurred.

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Vice Chairman Walker made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests included in the July 6, 2020 Agenda. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests included in the July 6, 2020 Agenda. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO BONDED FILTER CO., LLC DBA BFC SOLUTIONS, FOR AIR FILTERS AND SERVICE, BID NUMBER 51901-20B-016

Commissioner Singleton made a motion to approve Bid Award to Bonded Filter Co., LLC dba BFC Solutions, for Air Filters and Service, Bid Number 51901-20B-016. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bid and Agreement, Agenda Pages 11-1 through 11-4, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Appraisal Department. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Community Corrections. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

DA’S OFFICE-CHILD SUPPORT – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Singleton made a motion to approve Budget Change Request Number 3, DA’s Office-Child Support. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 7

Commissioner Singleton made a motion to approve Budget Change Request Number 7, Engineering Department. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 15-1, is attached to these Minutes.)

RECREATION BOARD – APPROVED BUDGET CHANGE REQUEST NUMBER 3

Vice Chairman Walker made a motion to approve Budget Change Request Number 3, Recreation Board. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 16-1, is attached to these Minutes.)

YOUTH FACILITY DETENTION – APPROVED BUDGET CHANGE REQUEST NUMBER 2

Commissioner Singleton made a motion to approve Budget Change Request Number 2, Youth Facility Detention. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 17-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO APPOINT INFORMATION TECHNOLOGY MANAGER RODNEY SMITH AS INTERIM DIRECTOR OF INFORMATION SYSTEMS AT PAY GRADE A14, STEP 6, EFFECTIVE JULY 1, 2020

Commissioner Harris made a motion to approve to Appoint Information Technology Manager Rodney Smith as Interim Director of Information Systems at Pay Grade A14, Step 6, effective July 1, 2020. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 18-1, is attached to these Minutes.)

INFORMATION TECHNOLOGY – APPROVED POSITION FILL REQUEST (1)

1. Director of Information Systems, Position Number 220166001

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 19-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST (1)

1. Administrative Assistant, Position Number 3000170106

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (3)

1. Administrative Support Associate, Position Number 500013229
2. Administrative Support Associate, Position Number 500013235
3. Corrections Officer Corporal, Position Number 500425168

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 through 21-3, are attached these Minutes.)

SHERIFF’S OFFICE APPROVED POSITION FILL REQUESTS (3)

1. Deputy Sheriff Corporal, Position Number 550429041
2. Deputy Sheriff Trainee, Position Number 550430017
3. Deputy Sheriff Trainee, Position Number 500430182

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 22-1 through 22-3, are attached to these Minutes.)

APPROVED POSITION FILL REQUEST – TAX & AUDIT DEPARTMENT (1)

1. Revenue Compliance Officer, Position Number 810102001

Commissioner Harris made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 23-1 and 23-2, are attached to these Minutes.)

WAIVE RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING JULY 7, 2020 AS REVEREND RICHARD C. BOON DAY IN MONTGOMERY COUNTY, ALABAMA

Commissioner Singleton made a motion to adopt the Resolution Proclaiming July 7, 2020 as Reverend Richard C. Boon Day in Montgomery County. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 24-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO HIRE INTERIM COUNTY ADMINISTRATOR FLORENCE M. CAUTHEN AS COUNTY ADMINISTRATOR AT PAY GRADE A16, STEP 9, EFFECTIVE JULY 1, 2020

Commissioner Harris made a motion to approve to Hire Interim County Administrator Florence M. Cauthen as County Administrator at Pay Grade A16, Step 9, effective July 1, 2020. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (No document submitted, Blank Page, Agenda Page 25-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED GRANT AWARD FROM MISSISSIPPI STATE UNIVERSITY FOR “THE LANTERN PROJECT: DIGITIZING, INDEXING AND TRANSCRIBING LEGAL RECORDS OF ENSLAVED PERSONS IN MISSISSIPPI AND ALABAMA

Vice Chairman Walker made a motion to approve the Grant Award from Mississippi State University for “The Lantern Project: Digitizing, Indexing and Transcribing Legal Records of Enslaved Persons in Mississippi and Alabama. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Attachments, Agenda Pages 26-1 through 26-33, are attached to these Minutes.)

COUNTY COMMISSION – ACCEPTED LETTER OF RESIGNATION FROM DONALD L. MIMS FROM THE BOARD OF DIRECTORS OF THE MONTGOMERY COUNTY COMMUNITY COOPERATIVE DISTRICT, EFFECTIVE JUNE 30, 2020 AND APPOINTED COUNTY ADMINISTRATOR FLORENCE M. CAUTHEN TO THE BOARD

Commissioner Harris made a motion to accept the Letter of Resignation from Donald L. Mims from the Board of Directors of the Montgomery County Community Cooperative District, effective June 30, 2020 and appoint Interim County Administrator Florence M. Cauthen to the Board. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 27-1, is attached to these Minutes.)

NO COMMENTS BY COMMISSIONERS

RECESS TO EXECUTIVE SESSION

Administrator Cauthen presented a letter from County Attorney Thomas T. Gallion, III regarding the Calling of an Executive Session to discuss a commerce and real estate matter and pending litigation. Vice Chairman Walker made a motion to go into the Executive Session. The motion was seconded by Commissioner Harris and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Cauthen noted that all five Commissioners were present and that the Commission would adjourn the Commission meeting following the Executive Session. Chairman Dean recessed the Formal Session to the Executive Session. (Copies of Letter from County Attorney Thomas T. Gallion, III and a Checklist for Conducting Lawful Executive Sessions, Agenda Pages 28-1 and 28-2, are attached to these Minutes).

RECESS TO FORMAL SESSION

Commissioner Harris made a motion to recess the Executive Session. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Formal Session.

ADJOURNMENT

Vice Chairman Walker made a motion to adjourn the meeting of the Montgomery County Commission on July 6, 2020, at 11:10 a.m. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

**MONTGOMERY COUNTY COMMISSION
MEETING DATE JULY 6, 2020**

THE FOLLOWING WERE AUDITED AND ORDERED PAID*

ACCOUNTS PAYABLE CHECKS DATED 6-12-2020	
Check Numbers: 294153 – 294265	Total Checks Paid: \$ 652,914.43

ACCOUNTS PAYABLE CHECKS DATED 6-19-2020	
Check Numbers: 294266 – 294349	Total Checks Paid: \$1,228,529.34

ACCOUNTS PAYABLE CHECKS DATED 6-19-2020	
Check Numbers: 294350 – 294467	Total Checks Paid: \$ 461,303.01

EFT's included in amounts

PAYROLL CHECKS DATED 6-19-2020	
Check Numbers: 134566 – 134642	Total: \$ 121,910.37
Direct Deposits	Total: \$ 1,434,342.63
Federal Deposits	Total: \$ 307,835.21
Total Payroll Paid	Total: \$ 1,864,088.21

INFORMATION PERTAINING TO PAYEES OF THE CHECKS AND AMOUNTS
PAID ARE MAINTAINED IN THE FINANCE DEPARTMENT IN THE ACCOUNTS
PAYABLE CHECK REGISTER

STATE OF ALABAMA

COUNTY OF MONTGOMERY

NOTICE OF APPLICATION FOR VACATION OF PROPERTY DEDICATED FOR PUBLIC PURPOSES

KNOW ALL MEN BY THESE PRESENTS THAT, whereas, BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN, are the owners of all of the property abutting or in any way served by the property herein described and the unused road situated thereon, being a portion of Old Federal Road, and collectively own all the lands abutting on or touching said property, and are desirous of vacating a portion of said road over across the property herein described, as provided by Alabama Code Section 35-2-54 and Section 23-4-20.

NOW, THEREFORE, the undersigned, being the owners of all of the lands abutting on the following described property and the unused road situated thereon described as follows:

Being that portion of a thirty (30) foot Right-of-Way known as Old Federal Road abutting property owned by the Estate of John S. Bowman, Sr. and Bowman Bros, LLC, lying in the West ½ of Southwest ¼ of Northwest ¼ of Section 32 Township 14, Range 17.

do hereby declare the above property and that portion of the unused road situated thereon vacated and annulled, and all public rights and easements therein divested of the property subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said property or vacated hereby.

The declarants do hereby further declare that after vacation that portion of the said public road located as described above, and all public rights and easements therein, convenient means of ingress and egress to and from the property will be afforded to all of the property owners owning property in or near the tract of land embraced by the plat, wherein the above described real property was dedicated for public purposes.

NOTICE IS HEREBY GIVEN that the Montgomery County Commission will consider it for approval said vacation at its meeting to be held on July 6, 2020 at 9:30 a.m. in the Montgomery County Courthouse and Administration Building Annex III, 101 South Lawrence Street, 1st Floor, Commission Chambers, Montgomery, Alabama.

ELTON N. DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

AGENDA

JUL - 6 2020

May 18, 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer

George C. Speake
5/18/2020

SUBJECT: Vacation of a Portion of Federal Road Near Pintlala
from the Lowndes County Line Northeasterly Approximately 0.56 Mile

Bowman Brothers, LLC and the Estate of John S. Bowman have requested that the County vacate a 30 ft. x 2,965 ft. portion of Old Federal Road which extends from the Lowndes County Line northeasterly approximately 0.56 mile. They are the only abutting property owners along this section of Federal Road. County Engineering has no objections to vacation of this right-of-way.

Forwarded herewith are copies of documents prepared by attorney J. David Brady, Jr. to accomplish this right-of-way vacation. County Engineering has reviewed these documents, and they appear to be in order. Could you please distribute copies of these documents to the Commission and the County Attorney for their review and follow-up discussion at the June 1, 2020, Information Session. If this proposal is satisfactory, we would then need to decide what date this item could be placed on the Commission agenda for formal approval following the four week advertisement (30 days prior notice) of the scheduled hearing as summarized in Paragraph 2 on attachment Sheet II-8.

GCS/gcs

Attachments

cc: File

STATE OF ALABAMA

COUNTY OF MONTGOMERY

RESOLUTION

WHEREAS, BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN, are the owners of all of the property abutting on or adjacent to the following described property, being an unused right of way that was reserved as an extension of Federal Road, that is proposed to be vacated, situated in Montgomery County, Alabama:

Being that portion of a thirty (30) foot Right-of-Way known as Old Federal Road abutting property owned by the Estate of John S. Bowman, Sr. and Bowman Bros, LLC, lying in the West ½ of Southwest ¼ of Northwest ¼ of Section 32 Township 14, Range 17.

WHEREAS, the above owners are desirous of vacating said tract of land described above and have requested that portion of the public road over and across said property and have requested that a portion of said road be so vacated as required by law in such cases; subject, however, to all existing rights of way or easements for public utilities and to all utility facilities presently situated in said vacated area.

That after vacation of that portion of the subject road, and all public rights or easements therein, convenient means of ingress and egress will be afforded to all of the property owners owning property in or near the tract of land embraced in said map pertaining to the portion of such street to be vacated.

WHEREAS, the said abutting land owners have executed a Declaration of Vacation, thereby vacating all of that unused portion of Federal Road as dedicated on the plat, and as such, they desire to divest any and all rights which the public may otherwise have in and to the portion of said road.

WHEREAS, the County Commission of Montgomery, Alabama, has published notice in the *Montgomery Independent*, a newspaper of general circulation in Montgomery County, Alabama, once a week for four consecutive weeks describing that portion of Old Federal Road to be closed and vacated and stating that date a hearing is to be held before the County Commission. Copies of such notices are attached hereto as Exhibit "A".

NOW, THEREFORE, be it resolved that the Montgomery County Commission does hereby consent to the said BOWMAN BROS, LLC and the ESTATE OF JOHN S. BOWMAN vacating said tract of land being the portion of said public road over and across said property as described above and that the above described property be and the same is hereby vacated and annulled and all public rights and easement therein are divested in the property; subject, however, to all existing rights-of-way or easements for public utilities and to all utility facilities presently situated in said area vacated hereby. Furthermore, the Montgomery County Commission sets forth that the vacation is in the public interest.

DONE this 6th day of July, 2020, at Montgomery County, Alabama.

MONTGOMERY COUNTY COMMISSION

By: _____
Its Chairman

ATTEST:

Interim County Administrator

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, hereby certify that the foregoing is a true and correct transcript of a resolution adopted by the Montgomery County Commission in its meeting held on the ____ day of _____, 2020, and that the aforesaid resolution is duly recorded in the official minutes and records of said County Commission..

IN WITNESS WHEREOF, I have hereunto set my hand and official seal of the Montgomery County Commission on this the ____ day of _____, 2020.

ADMINISTRATOR NAME
Montgomery County Administrator

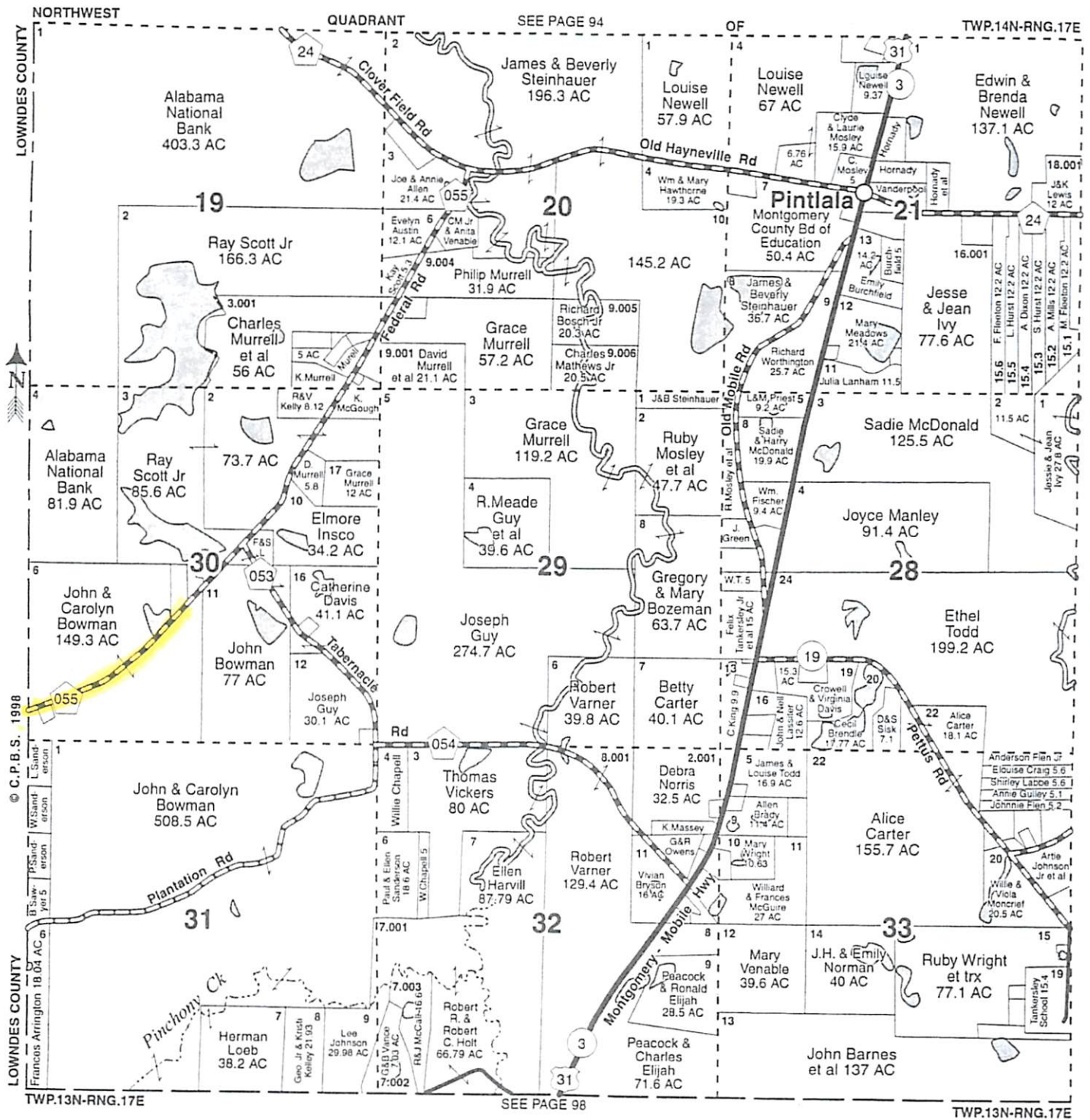
THIS INSTRUMENT PREPARED BY:

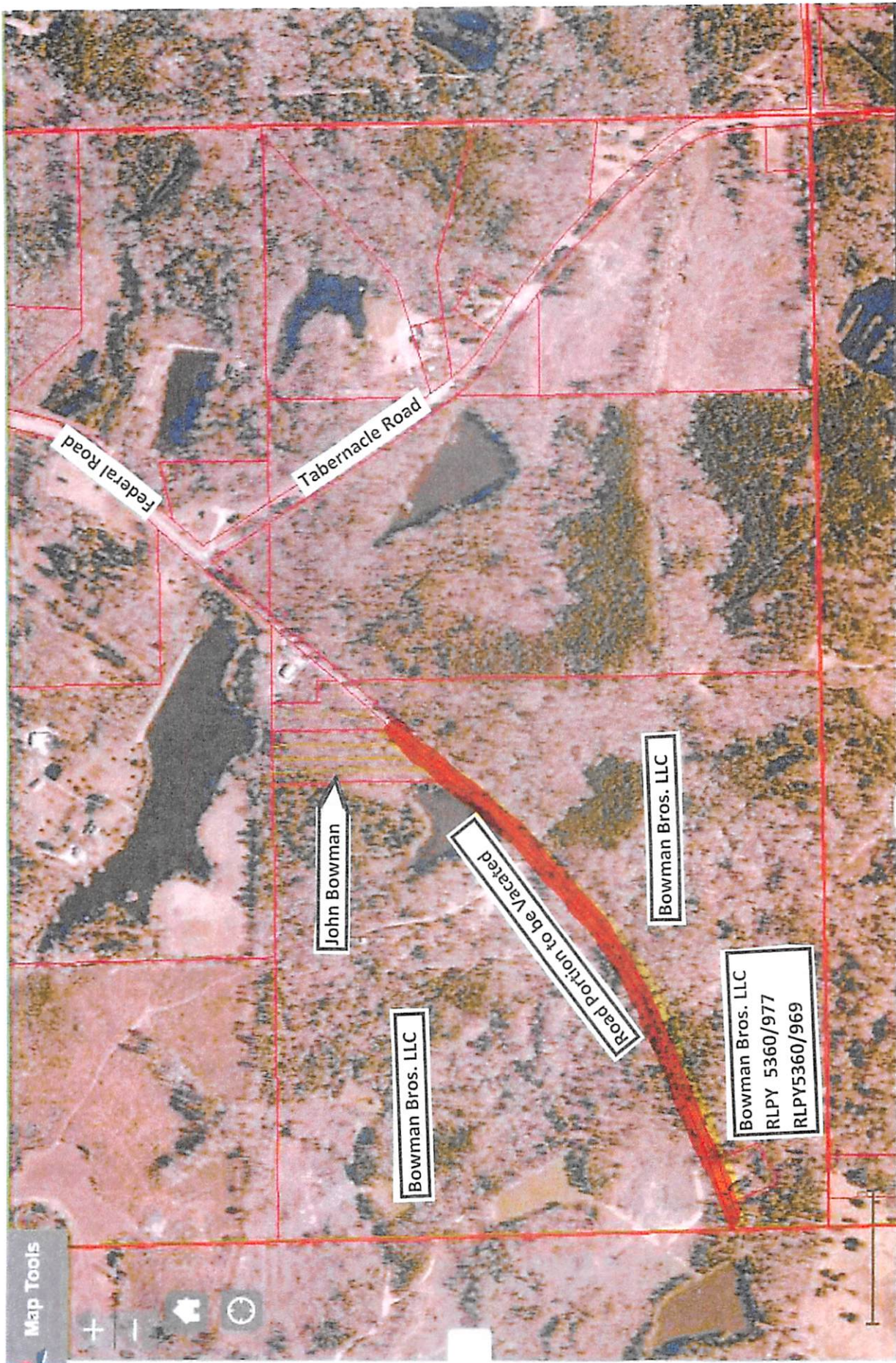
J. David Brady, Jr.
ANDERS, BOYETT & BRADY, P.C.
One Maison, Suite 203
3800 Airport Boulevard
Mobile, Alabama 36608
(251) 344-0880

TWP.14N-RNG.17E - SOUTHWEST

MONTGOMERY COUNTY, ALABAMA (LOCATOR 22)

0 SCALE OF MILES 1/2 1
0 660 1320 1980 2640 SCALE OF FEET 5280





Federal Road

5/7/2020

ELTON N DEAN, SR.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
KEVIN A. BOONE, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

June 3, 2020

AGENDA

JUL - 6 2020

MEMORANDUM

TO: Florence M. Cauthen
Interim County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
6/3/2020

SUBJECT: Approval of Agreement for Resurfacing
Hyundai Boulevard from US-31 to US-331
Project# STPMN-5118(251), MCP 51-01-18, CPMS Ref. # 100064378

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Hyundai Boulevard from US-31 to US-331 (2.945 miles).

If approved, please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

**CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
MONTGOMERY COUNTY COMMISSION**

**Resurface and Traffic Stripe Hyundai Boulevard (CR-42) from
SR-3 (US-31) to SR-9 (US-331) to Include an At-Grade
Railroad Crossing with CSX Transportation**

**Project No. STPMN-5118(251)
County Project No. MCP 51-01-18
CPMS Ref# 100064378**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Montgomery County Commission, Alabama, (FEIN 63-6001653) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the resurfacing and traffic striping of Hyundai Boulevard (CR-42) from SR-3 (US-31) to SR-9 (US-331) to include an at-grade railroad crossing with CSX Transportation; Length – 2.945; Project# STPMN-5118(251); MCP 51-01-18; CPMS Ref# 100064378.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$960,000.00 Federal funds unless the Montgomery Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
FA STP Funds (Montgomery Area Dedicated)	\$ 960,000.00
County Funds	\$ 240,000.00

TOTAL (Incl CE&I)	\$ 1,200,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 5%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County, Alabama

By: _____
Clerk (Signature)

By: _____
As Chairman (Signature)

Print Name of Clerk
(AFFIX SEAL)

Print Name of Chairman

This agreement has been legally reviewed and approved as to form and content.

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer

Don T. Arkle, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Montgomery County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Resurfacing and traffic striping of Hyundai Boulevard (CR-42) from SR-3 (US-31) to SR-9 (US-331) to include an at-grade railroad crossing with CSX Transportation;
Length – 2.945; Project# STPMN-5118(251); MCP 51-01-18; CPMS Ref# 100064378.**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the _____ day of _____, 20____, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

County Clerk

Chairman

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this _____ day of _____, 20____.

County Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H

Page 4

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H**Page 5**

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

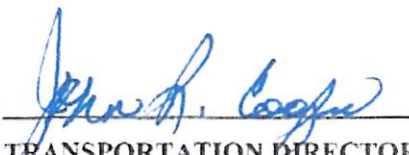
RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

JUL - 6 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner. Buyer II TT

DATE: June 1, 2020

RE: Contract No. 53000-19B-015
High-Performance Asphalt Cold Patch

I request that the attached Amendment No. 1 to Midsouth Paving, Inc. contract for high-performance asphalt cold patch be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 22, 2020 and ending on July 21, 2021.

Midsouth Paving, Inc., chooses not to increase prices during this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

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

Amendment
To
Contract # 53000-19B-015

Amendment No. 1

Contract with Midsouth Paving, Inc. for High Performance Asphalt Cold Patch is hereby extended for one (1) year, beginning July 22, 2020 and ending July 21, 2021.

All other provisions of the contract remain the same.

WITNESS:

MIDSOUTH PAVING, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

JUL - 6 2020

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: June 11, 2020

RE: Contract No. 53000-19B-017
Bituminous Plant Mix

I request that the attached Amendment No. 1 to Wiregrass Construction Company, Inc. contract to furnish Bituminous Plant Mix be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning July 22, 2020 and ending on July 21, 2021.

Wiregrass Construction Company, Inc. 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 George Speake, County Engineer.

Attachment

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

**Amendment
To
Contract # 53000-19B-017**

Amendment No. 1

Contract with Wiregrass Construction Company, Inc. for Bituminous Plant Mix is hereby extended for one (1) year, beginning July 22, 2020 and ending July 21, 2021.

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

All other provisions of the contract remain the same.

WITNESS:

WIREGRASS CONSTRUCTION COMPANY.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Florence Cauthen, Interim County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: June 11, 2020

RE: Contract No. 51901-19B-021
Pest Control Services

I request that the attached Amendment No. 1 to Safe Guard Pest Services contract to furnish Pest Control Services be considered for approval on a future agenda.

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

Safe Guard Pest Services chooses not to increase pricing during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen, Director of General Services.

Attachment

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

Amendment
To
Contract # 51901-19B-021

Amendment No. 1

Contract with Safe Guard Pest Services for Pest Control Services is hereby extended for one (1) year, beginning September 1, 2020 and ending August 31, 2021.

All other provisions of the contract remain the same.

WITNESS:

SAFE GUARD PEST SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JUL - 6 2020

June 29, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly H. Leverette *HL*
Director of Risk Management

SUBJECT: Proposed Healthcare and Dental Plan Changes 2021

I briefed the Commission at the last meeting regarding proposed healthcare and dental plan changes for 2021 based on an assessment completed of the plans. The findings of the assessment shows:

- Under the PPO plan areas were reviewed for changes that could be made such as increases in copays and deductibles. None of the options presented under this plan generated enough savings to warrant any changes at this time.
- The HMP plan is only realizing a savings of about 4%. This plan has our healthiest members which explains why the savings have not been as expected. While this plan is a high deductible plan whereby design the employee should expect to pay more out of pocket as the plan is utilized, the monthly contributions by the employee are lower and the County supplements a portion of the high deductible through an HRA amount of \$750 for single coverage or \$1,500 for family coverage. Currently, the HMP plan is the only option for new employees.
- Preventative and diagnostic services under the County's dental plan can be strengthened. Currently, the dental plan covers preventative and diagnostic service at only 80% subject to the \$25 deductible. It is customary among most dental plans to cover preventative and diagnostic services at 100% not subject to the \$25 deductible.

As of 5/31/2020 healthcare revenue is tracking at 63% of the budget and the expenses are tracking at 62% of the budget. Based on the overall projected savings by moving the pharmaceutical vendor to Express Scripts, it is my recommendation that we make the following changes to our health and dental plans effective January 1, 2021:

- Remove the clause that mandates new employees be added to the HMP plan and allow all employees to have a choice between the two plans during open enrollment in October 2020.
- Add Teledoc at a \$10 copay to the PPO plan. The HMP plan currently covers this service.
- Cover preventative and diagnostic services under the dental plan at 100% not subject to the \$25 deductible.

The County contribution and employee contribution amounts for both plans will remain the same.

I would like to add this item to the next County Commission meeting for consideration of approval.

A COUNTY OLDER THAN THE STATE

Montgomery County Commission • 101 S. Lawrence Street • P.O. Box 1667 • Montgomery, AL 36102 • www.mc-ala.org
Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

JUL - 6 2020

June 29, 2020

MEMORANDUM

TO: Florence Cauthen
Interim County Administrator

FROM: Holly H. Leverette *HL*
Director of Risk Management

SUBJECT: Change of Broker of Record for CareHere, LLC Services

We are currently using Catastrophic Medical Excess out of Birmingham as the liaison between the County and CareHere Clinic. I would like to issue an Agent of Record letter and move the Agent of Record for CareHere to Alliance Insurance Group.

It is important that the County Commission support local businesses if feasible. Alliance Insurance Group is located in Montgomery and has even more resources available to the County. Additionally, Alliance Insurance Group has helped review our health insurance plans through data analytics from Blue Cross Blue Shield this insurance renewal cycle and made recommendations for changes that will benefit the County and County employees. Alliance Insurance Group will also be helping us with open enrollment this year through a new benefit administration system. Finally, The Agent of Record for CareHere has access to all our utilization data. It is important for Alliance to be able to gain access to that data so they can present the complete picture of our health care spending trends as well as help develop informed initiatives for our employee's.

I briefed the Commission regarding this initiative at the last Commission Meeting on June 15, 2020. I would like to now add this item to the next County Commission meeting for consideration of their approval.

A COUNTY OLDER THAN THE STATE

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Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

7-1

JUL - 6 2020

Miller Co. 7/6/2020

JUL - 6 2020

Not a can-

AGENDA

JUL - 6 2020

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 7/6/2020 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint/Infra.	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			192,617	93,400	93,300	122,791	73,110	78,500	653,718	
5/15/2017	Montg. Area Business Committee of the Arts	REFUND from the Bronze Statue of Dr. Martin Luther King	-8,420						-8,420	
DR-C-2020-79	Montgomery Area Chamber of Commerce	Data Analysis of MPS Performance and Goals	50,000						50,000	
DR-NC-2020-23	City of Montgomery	For Garrett Coliseum				5,000			5,000	
DR-NC-2020-24	City of Montgomery, Neighborhood Services	Bellehurst H.A. for Security Camera				2,500			2,500	
DR-NC-2020-25	Montgomery Area Chamber of Commerce	an Additional Allocation of Lodging Tax to Offset Loss of Revenue	60,000						60,000	
Total Appropriations 7/6/2020			101,580	0	0	7,500	0	0	109,080	
APPROPRIATED BUDGET BALANCE			91,037	93,400	93,300	115,291	73,110	78,500	544,638	
Interim Administrator										
Date										

[Signature]

JUL - 6 2020

MEMORANDUM

TO: Florence M. Cauthen, Interim County Administrator

FROM: Khristie Davis, Buyer 

DATE: June 9, 2020

RE: Invitation to Bid No. 51901-20B-016
Air Filters and Service

Request approval of award on the above referenced Invitation to the low bid of Bonded Filter Co., LLC dba BFC Solutions in the amount of \$28,995.44, based on unit pricing be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Lamar Allen, General Services Director.

Attachment

July 6, 2020 - Minutes of Regular Meeting
Montgomery County Commission

11-2

Page 1

51901-20B-016 Air Filters and Service

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into on the 6th day of July 2020, by and between Bonded Filter Co., LLC dba BFC Solutions of Nashville, Tennessee and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Bonded Filter Co., LLC dba BFC Solutions agrees to furnish air filters and service for the Montgomery County Commission, in accordance with all the provisions of Invitation to Bid No. 51901-20B-016 as issued by the Montgomery County Commission on May 28, 2020, (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Bonded Filter Co., LLC dba BFC Solutions and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning July 6, 2020, and ending July 5, 2021, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period, providing funds are made available by the Montgomery County Commission.
3. That Montgomery County Commission and Bonded Filter Co., LLC dba BFC Solutions reserve the right to cancel the contract with a thirty (30) day written notice to Bonded Filter Co., LLC dba BFC Solutions and/or Montgomery County Commission, anytime during the contract period.
4. That Bonded Filter Co., LLC dba BFC Solutions 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 Bonded Filter Co., LLC dba BFC Solutions, 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. Bonded Filter Co., LLC dba BFC Solutions agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Bonded Filter Co., LLC dba BFC Solutions also, agrees to bear all other costs

and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 6th day of July 2020.

WITNESS:

BONDED FILTER CO., LLC DBA BFC
SOLUTIONS

BY: _____

TITLE: _____

WITNESS

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

AGENDA

JUL - 6 2020

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	6/29/2020
DATE:	6/15/2020		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Aerial Photography	120-51985-179	\$165,000	(\$5,000)	\$160,000
Advertising	120-51985-253	\$5,000	(\$4,500)	\$500
Travel Registration/Training	120-51985-265	\$30,000	(\$5,000)	\$25,000
Professional Services	120-51985-307	\$38,000	(\$33,400)	\$4,600
Software	120-51985-586	\$290,500	(\$1,500)	\$289,000
Office Supplies/Minor Equip	120-51985-211	63,000	49,400	112,400
Total Budget Change		591,500	0	591,500
TOTAL 2020 APPRAISAL BUDGET		\$3,272,648	\$0	\$3,272,648

Realign the budget for purchasing laptops and netmotion software to replace desktop PC's to facilitate teleworking.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 3

AGENDA

JUL - 6 2020

DEPARTMENT: Community Corrections **REQUESTED BY:** Phil Bryant 6/18/20
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 6/18/20
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Miscellaneous Supplies	219	1,950	2,000	3,950
Office Supplies/Minor Equipment	211	8,390	(1,000)	7,390
Travel- Registration&Training	265	4,300	(1,000)	3,300
				0
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				0
TOTAL		\$ 14,640	\$ 0	\$ 14,640

JUSTIFICATION: Realign the budget to pay for Police Academy expenses.

AGENDA

Request Number: 3

COUNTY COMMISSION APPROVAL: _____

Administrator Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 7**AGENDA****JUL - 6 2020**DEPARTMENT: Engineering REQUESTED BY: George Speake 6/18/20
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 6/29/20
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

✓

COUNTY COMMISSION APPROVAL:

Administrator

Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	657,200	(1,000)	656,200
Repair & Maint. Motor Vehicle	111-53600.234	1,100	1,000	2,100
				0
				0
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				0
TOTAL		\$ 658,300	\$ 0	\$ 658,300

JUSTIFICATION: To realign budget for Repair and Maint. Motor Vehicles

AGENDA

Request Number: 3

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUL - 6 2020

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

Administrator Date

June 11, 2020

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Interim County Administrator 

SUBJECT: Retirement of Chief Information and Technology Officer (CITCO)

Lou Ialacci, CITCO for the City of Montgomery and Montgomery County, will retire on June 30, 2020. Prior to becoming CITCO in 2012 when the position was created, Lou was Director of Information Systems for Montgomery County.

Attached is a position fill request for Director of Information Systems for Montgomery County. The position is vacant and is in the budget. I am requesting that the position fill request be placed on the next agenda and that Information Technology Manager Rodney Smith be appointed interim Director of Information Systems at Pay Grade A14, Step 6, effective July 1, 2020.

The City of Montgomery is taking similar steps following the retirement of the CITCO.

POSITION FILL REQUEST - BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Information Technology
 DEPARTMENT HEAD: County Commission
 SUPERVISOR: County Commission

POSITION INFORMATION:

Position Title Director of Information Systems
 Position Number 220166001
 Pay Grade A14 Pay Range \$82,224 - \$122,851
 Proposed Effective Date August 1, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Elton N. Dean, Sr. Date 06/11/2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06/11/2020
 Employee Benefit Manager

Sherrill Thomas Date 06/11/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/11/2020
Interim County Administrator

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

AGENDA

JUL - 6 2020

June 10, 2020

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant –Executive Director
Montgomery County Community Corrections

RE: Critical Position Fill Request

Community Corrections is requesting to fill the Administrative Assistant position currently held by Mrs. Linda Jarrett. Mrs. Jarrett is retiring on July 1st with thirty-one years of service. The Administrative Assistant position for Community Corrections performs the following duties: managing payroll, budget preparation and control, purchasing supplies and equipment, personnel actions, general administrative functions such as developing department reports and documentation, managing accurate record keeping and filing systems, and or basic bookkeeping duties such as accounts payable, department billing and receiving payments.

Community Corrections has only one Administrative Assistant position, which is critical to the function of this agency.

Thank you for your consideration in this matter.

Respectfully submitted,

Phil Bryant –Executive Director
Montgomery County Community Corrections Department

PHIL BRYANT - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176
JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM •
COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

20-1

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Community Corrections
DEPARTMENT HEAD: Phil Bryant, Executive Director
SUPERVISOR: Phil Bryant

POSITION INFORMATION:

Position Title Administrative Assistant
Position Number 3000170106
Pay Grade A05 Pay Range 32,318-48,286
Proposed Effective Date 07/06/2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Phil Bryant Date 06-04-2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 06-04-2020
Employee Benefit Manager

Sherrill Thomas Date 6/4/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/4/2020
Interim County Administrator

JUL - 6 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Administrative Support Associate
 Position Number 500013229(Replace of Courtney Archie)
 Pay Grade A03 Pay Range 25,630 - 38,294
 Proposed Effective Date July 13, 2020
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 24, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 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

AGENDA

JUL - 6 2020

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Administrative Support Associate

Position Number 500013235 (Replace Leonna Burton)

Pay Grade A03 Pay Range 25,630 - 38,294

Proposed Effective Date July 13, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 17, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 17, 2020

Employee Benefit Manager

Sherrill Thomas Date 6/18/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/19/2020

Interim County Administrator

JUL - 6 2020

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425168(Replace T. Baldwin)
 Pay Grade PC2 Pay Range 35,097 - 52,440
 Proposed Effective Date July 13, 2020
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 19, 2020
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 19, 2020
 Employee Benefit Manager

Sherrill Thomas Date 6/23/2020
 Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/24/2020
Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Corporal

Position Number 550429041(Replace M. Garner)

Pay Grade PS2 Pay Range 45,754 - 54,816

Proposed Effective Date July 13, 2020

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 19, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 19, 2019

Employee Benefit Manager

Sherrill Thomas Date 6/23/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/24/2020

Interim County Administrator

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
Position Number 550430017(Replace J. Bauer)
Pay Grade PST Pay Range 38,236
Proposed Effective Date July 13, 2020
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 19, 2020
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 19, 2020
Employee Benefit Manager

Sherrill Thomas Date 6/23/2020
Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/24/2020
Interim County Administrator

POSITION FILL REQUEST - BUDGETED VACANCY

AGENDA

JUL - 6 2020

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee

Position Number 550430182 (Replace C Guthery)

Pay Grade PST Pay Range 38,236

Proposed Effective Date July 6, 2020

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date June 16, 2020

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date June 16, 2020

Employee Benefit Manager

Sherrill Thomas Date 6/17/2020

Finance Director

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn Date 6/17/2020

Interim County Administrator

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; Fuel Tax; and
Rental Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

AGENDA

JUL - 6 2020

MEMORANDUM

DATE: June 10, 2020

TO: Florence M. Cauthen, Interim County Administrator

FROM: Terri Henderson, Revenue Manager *Terri Henderson 06/10/2020*
SD 6/10/20

RE: Revenue Compliance Officer Position – Critical Vacancy

This memorandum is submitted to respectfully request approval to move forward with a Position Fill Request-Budgeted Vacancy form for the Revenue Compliance Officer position to replace Courtney Oates who retired on June 1, 2020. The Revenue Compliance Officer position is critical to our Tax & Audit Department daily operations. This position supervises two Revenue Examiners and two Customer Service Clerks and is assigned our most complex delinquency and enforcement taxpayer issues. These assignments typically include unregistered and non-compliant businesses, collection and enforcement actions for taxpayers with large delinquent balances, bankruptcies, and other enforcement or legal actions, including but not limited to filing liens, seeking garnishment or injunction actions, and attending and testifying at court hearings. This is a revenue producing position which if left vacant will negatively impact our daily operations and the compliance and enforcement activities in the Tax & Audit Department. The revenue produced by replacing this position should continue to offset its cost. As such, I am respectfully requesting that we please be permitted to move forward with filling this critical vacancy as soon as possible.

A Position Fill Request-Budgeted Vacancy form has been completed and will be emailed to Finance today requesting to fill this position. A copy of the completed position fill request form is attached. This position is funded in our current FY 2020 budget and remains essential to our daily operations. I would sincerely appreciate your assistance in getting this item added to the agenda for the next Montgomery County Commission Meeting on Monday, June 15, 2020. Please let me know if you have any questions or need anything further on this at this time. Thank you in advance for your assistance and consideration in this matter.

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Tax & Audit Department
DEPARTMENT HEAD: Terri Henderson, Revenue Manager
SUPERVISOR: RoShonda Moultrie, Assistant Revenue Manager

POSITION INFORMATION:

Position Title Revenue Compliance Officer CO0102 (Replace C. Oates)
Position Number 810102001
Pay Grade A07 Pay Range \$40,664 - \$60,755
Proposed Effective Date 07-13-2020
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Terri Henderson

Department Head

Date 06-10-2020

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 06-10-2020

Sherrill Thomas

Finance Director

Date 6/10/2020

ADMINISTRATIVE APPROVAL:

Florence M. Cauthen/tn

Interim County Administrator

Date 6/10/2020

JUL - 6 2020

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 ISAAH SANKEY

COMMISSIONER DOUG SINGLETON

24-1

AGENDA

JUL - 6 2020

Consider Authorization to Hire a County Administrator, County Commission

No documents are presented for this item.

JUL - 6 2020



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: ☐ Special T&C Continued in Block 17, page 2	7. Funding Information / Period of Performance: <table border="1"> <tbody> <tr> <td>a. Amount Funded This Action:</td> <td>\$20,990.00</td> </tr> <tr> <td>b. Amount Prior Funding:</td> <td></td> </tr> <tr> <td>c. Total Sponsored Funds To Date:</td> <td>\$20,990.00</td> </tr> <tr> <td>d. Cost-sharing Added with This Action:</td> <td>\$7,000.00</td> </tr> <tr> <td>e. Total Cost Sharing Required To Date :</td> <td>\$7,000.00</td> </tr> <tr> <td>f. Start Date:</td> <td>1/1/2020</td> </tr> <tr> <td>g. End Date:</td> <td>12/31/2020</td> </tr> </tbody> </table>	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
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														
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: _____														

26-2

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 Peebles 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:

**NATIONAL HISTORICAL PUBLICATIONS AND RECORDS COMMISSION (NHPRC) -
BUDGET FORM & INSTRUCTIONS**Project Director: Jennifer McGillanOrganization: Mississippi State University LibrariesRequested Grant Period From: (MM/DD/YYYY) 01/01/2020Thru: (MM/DD/YYYY) 12/31/2022If 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	Grand Total
Jennifer McGillan, Coordinator of Manuscripts	1	4 hrs/wk (10%)		6,365		6,683		7,017	0	20,065
Jenifer Ishee Hoffman, Digital Archivist	1	4 hrs/wk (10%)		6,000		6,300		6,615	0	18,915
Emily Harrison, DPAU	1	4 hrs wk (10%)		3,121		3,277		3,441	0	9,839
History graduate student	1	20 hrs/wk (100%)	8,160		8,405		8,657		25,222	0
User Interface designer	1	4 hrs wk (10%)		5,000		5,250		5,512	0	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
Corinne Kennedy, Humanities Librarian	1	4 hrs week (10%)				5,237		5,499	0	10,736
CS graduate student	1	20 hrs/week (100%)	8,160						8,160	0
DeeDee Baldwin, History Research Librarian	1	4 hrs week (10%)				5,186		5,445	0	10,631
									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

26-5

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
0		23,904		12,550		13,178		49,632	0	49,632
		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
								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.

[illegible]

26-6

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
													0	0	0
Subtotal				2,740	0	0	2,740	0	0	2,740	0	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	0	0	0

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.

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.

26-8

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

26-9

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	\$ 0
			\$ 71,369	\$ 71,369
TOTAL INDIRECT COSTS				

10. **Total Costs (Cost Sharing and Project).**

\$ 343,811

\$ 686,236

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

26-11

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

26-12

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: _____

26-13



NATIONAL HISTORICAL
PUBLICATIONS
AND RECORDS ADMINISTRATION

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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WASHINGTON, DC 20408-0001
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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>

26-16

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



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

Document date: 1/8/2020

Budget Justification

	Year 1	Year 2	Year 3	Total	Total	Total
	Sponsor	Sponsor	Sponsor	Sponsor	MSU	Project
SALARIES						
PI - Jennifer McGillan						
12,000 months - MSU (typically academic)	\$ -	\$ 6,365	\$ -	\$ 6,683	\$ -	\$ 20,065
0,000 months - sponsor (typically summer)						
Digital Projects Specialist - Emily Harrison						
User Interface Designer - Troy DeRopp	\$ 3,121	\$ 3,277	\$ -	\$ 3,441	\$ -	\$ 9,839
Coordinator of Digital Initiatives and Web Services - Julie Sheppard	\$ 5,000	\$ 5,250	\$ -	\$ 5,512	\$ 15,762	\$ 15,762
Humanities Librarian - Corinne Kennedy	\$ 3,731	\$ 1,958	\$ -	\$ 2,056	\$ 7,745	\$ 7,745
History Research Library - DeeDee Baldwin		\$ 5,237	\$ -	\$ 5,499	\$ 10,736	\$ 10,736
		\$ 5,186	\$ -	\$ 5,445	\$ 10,631	\$ 10,631
Co-Principal Investigator - Jennifer Ishee Hoffman (Digital Archivist)						
12,000 months - MSU (typically academic)	\$ -	\$ 6,000	\$ -	\$ 6,300	\$ -	\$ 18,915
0,000 months - sponsor (typically summer)						
Graduate Research Assistants						
1 History stud	\$ 8,160	\$ -	\$ 8,405	\$ -	\$ 25,222	\$ -
1,000 CS student	\$ 8,160	\$ -	\$ -	\$ -	\$ 8,160	\$ -
Undergraduate Research Assistants						
0 students	\$ 16,320	\$ 24,217	\$ 8,405	\$ 33,861	\$ 8,657	\$ 35,585
Total Salaries	\$ 43,474	\$ 33,030	\$ 22,661	\$ 46,224	\$ 23,625	\$ 48,534
	\$ 2,740	\$ 2,740	\$ 2,740	\$ 8,220	\$ -	\$ 217,549
FRINGE BENEFITS						
All MSU faculty & staff and PI						
36.39%	\$ -	\$ 8,813	\$ -	\$ 12,333	\$ -	\$ 34,095
Graduate Research Assistants						
Tuition	\$ 23,904	\$ -	\$ 12,550	\$ -	\$ 13,178	\$ -
Insurance	\$ 3,192	\$ -	\$ 1,676	\$ -	\$ 1,760	\$ -
Workmen's Compensation	\$ 58	\$ -	\$ 30	\$ -	\$ 31	\$ -
Undergraduate Research Assistants						
0.36%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 43,474	\$ 33,030	\$ 22,661	\$ 46,224	\$ 23,625	\$ 48,534
TOTAL SALARIES AND FRINGE BENEFITS	\$ 43,474	\$ 33,030	\$ 22,661	\$ 46,224	\$ 23,625	\$ 48,534
TRAVEL						
Principal Investigator						
Each trip	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -
Air Fare						
Lodging	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -
Meals	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Car	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
Total Ea. Trip	\$ 1,620	\$ -	\$ -	\$ -	\$ -	\$ -
Digital Archivist/Co-PI						
Air Fare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lodging	\$ 620	\$ -	\$ -	\$ -	\$ -	\$ -
Meals	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 1,120	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL EXPENSES						
SUBCONTRACTS						
	\$ 191,444	\$ 53,841	\$ 5,500	\$ 47,046	\$ 5,500	\$ 43,667
COMMODITIES						
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT						
	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT COSTS	\$ 277,658	\$ 66,971	\$ 30,901	\$ 93,270	\$ 31,655	\$ 92,201
MODIFIED TOTAL DIRECT COSTS (BASE)	\$ 98,559	\$ 33,030	\$ 17,651	\$ 46,224	\$ 16,188	\$ 48,534
Excludes tuition, equipment and each subcontract over \$25,000						
INDIRECT COSTS ON MTD SPONSOR SHARE						
27.20% of MTD	\$ 26,808	\$ 4,855	\$ -	\$ 4,947	\$ -	\$ 36,611
AS ALLOWED BY NHRPC						
13.201	\$ 8,994	\$ 12,573	\$ 31,865	\$ 110,350	\$ 34,758	\$ 34,758
TOTAL PROJECT COSTS	\$ 277,658	\$ 122,763	\$ 30,901	\$ 110,699	\$ 340,424	\$ 343,611
50.2% Cost share of total project costs						
101.0% Cost share of sponsor funds						

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); Jenifer 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

26-22

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:

26-23

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

26-24

- 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

26-25

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 entries 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 HNF's 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.

AGENDA

JUL - 6 2020

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

27-1



Haskell Slaughter Gallion & Walker, LLC
8104 B Seaton Place
Montgomery, Alabama 36116
t 334.265.8573 | f 334.264.7945

ttg@hsg-law.com

AGENDA

JUL - 6 2020

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

ATTACHMENT E:

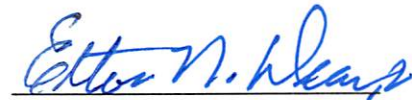
A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
a. Written Declarations are required for these Executive Sessions:		
I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
III. Discussions concerning the negotiations between the body and a group of public employees.		
b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐ 4. Vote to go into Executive Session	Page 20	Section IV (A) 4
a) The vote must be open/public; and		
b) Each member must openly give his/her individual vote.		
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, July 20, 2020, at 8:30 in the morning.


Administrator


Chairman