

Dale County Commission

Commission Meeting Minutes - July 27, 2021

The Dale County Commission convened in a regular session Tuesday, July 27, 2021. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00_{am}. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

<u>APPROVED – AGENDA</u>

Commissioner Gary made a motion to approve the agenda with the following changes:

- 1) Item #1, Personnel-Adding Sherry Hughes and close position of Equip Operator I.
- 2) Delete Item #5, approval of Reappraisal budget.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 90515 90635.
- Payroll Check Numbers: 154759 154761.
- Direct Deposit Check Numbers: 39023 -39165.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - JULY 13, 2021 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on July 13, 2021.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - PERSONNEL

Commissioner Carroll made a motion to approve the following:

- Sean Portwood Temporary Hire Jailer \$10.00/hr.
- Terry Williams Promotion R&B Equipment Operator II grade VI \$14.29/hr. -Budget Adjustment: 111-53100-113 \$1,000.00 and close position of Equipment Operator I.
- Sherry Hughes Full-time Custodian \$11.00/hr.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - ELECTION RESOLUTION - BEAT 7 AT FT. RUCKER

Commissioner Grantham made a motion to approve the Resolution eliminating Box 2, Ft. Rucker for Beat 7 for all elections per the request of Ft. Rucker. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried

APPROVED - EVERBRIDGE ALERT SYSTEM - EMA

Commissioner Gary made a motion to approve the Everbridge mass notification alert system one-year agreement. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried

APPROVED - AMERICAN RED CROSS MOU - EMA

Commissioner Wilson made a motion to approve the memorandum of understanding between the American Red Cross and Dale County Commission's EMA. See Exhibit 3.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - COUNTY LEVIES FOR NEW ABC LICENSE TYPES

Commissioner Grantham made a motion to approve county levies for new ABC license types passed by the Alabama Legislature. See Exhibit 4.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED - COUNTY ROAD PROJECT DCP 23-06-21 RESOLUTION

Commissioner Gary made a motion to approve a Resolution for project DCP 23-06-21 regarding Caladonia Way with a budget amendment of \$21,000. for code 220-53900-238. See Exhibit 5.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED - JAIL AD VALOREM EXPENDITURE

Commissioner Carroll made a motion to approve the expenditure, \$44,332.20, in Fund 151 – Jail Ad Valorem for parking lot resurfacing for the County Jail. See Exhibit 6.

Commissioner Wilson seconded the motion, all voted aye. Motion carried

APPROVED - ACCA LEGISLATIVE COMMITTEE REPRESENTATIVE

Commissioner Wilson made a motion to approve Commissioner Donald Grantham as the ACCA Legislative Committee Representative for the Dale County Commission.

Commissioner Gary seconded the motion. Commissioners Carroll, Gary, and Wilson voted aye. Commissioner Grantham voted nay. Motion carried.

APPROVED - CITY OF DOTHAN'S J.A.G. GRANT

Commissioner Gary made a motion to approve the MOU and Interlocal Agreement allowing the City of Dothan to share its portion of the award with Dale County's WASP program with no cost to Dale County. See Exhibit 7.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - EMS DISTRIBUTION - APRIL-JUNE, 2021

Commissioner Gary made a motion to approve the Emergency Medical Services (EMS) distribution for the quarter April-June, 2021. See Exhibit 8.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, August 10, 2021 at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission Grantham made a motion to adjourn the meeting. Commissioner Carroll seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

Steve McKinnon, Chairman

STATE OF ALABAMA DALE COUNTY

RESOLUTION OF THE DALE COUNTY COMMISSION

Whereas all voting in local, State and Federal elections in Beat 7, Dale County, Alabama prior to January 1989 was designated to be at a location in the Rocky Head community and

Whereas, on January 23, 1989, military authorities appeared before the Commission and requested that a separate voting place be designated on the Ft. Rucker military base for the convenience of the military personnel residing there and

Whereas the Commission granted the request of the military authorities and created a separate Box 2, Ft. Rucker for Beat 7 in all elections and military personnel residing on the military base voted at that location through the elections held in 2020 and

Whereas, the Commission has now received a formal request from the present Garrison Commander that the Commission rescind its 1989 resolution due to national security concerns, force protection and COVID restrictions (letter attached hereto)

Now therefore be it resolved that the action of the Commission on January 23, 1989, establishing a voting place on the Ft. Rucker military base is hereby rescinded and Box 2, Ft. Rucker, Beat 7 is eliminated. Fort Rucker resident voters from this day forward shall travel to the Rocky Head, Beat 7, Voting Center at Community House, 1991 Hwy. 51, Ariton, Al, 36311, to cast their votes in all future Federal, State, and local elections until otherwise modified by action of the Commission.

A copy of this resolution shall be forwarded to the Probate Judge of Dale County for proper recording and such other notice and action as is necessary under the laws of Alabama regarding the modification and amendment of voting locations.

Resolved this the 27^{M} day of $\underline{\text{Tchy}}$, 2021 by majority action of the Dale County Commission as its regular session.

Store Thilyman

Commission Chairman



DEPARTMENT OF THE ARMY U.S. ARMY INSTALLATION MANAGEMENT COMMAND HEADQUARTERS U.S. ARMY GARRISON 2218 6TH AVENUE FORT RUCKER, AL 36362-5105

July 8, 2021

Office of the Garrison Commander

Dale County Commission 202 Alabama Highway 123 Ozark, Alabama 36360

Dear Council Members,

Thank you for your response to the previous Garrison Commander's letter regarding the suspension of Fort Rucker as a polling location. The Staff Judge Advocate (SJA) office has reviewed Dale County's request to maintain a voting center on the military base. The SJA review determined, in order for the Installation to be in accordance with 2020 Department of Defense Public Affairs guidance for Political Campaigns and Elections, Section 2.11.2., the Installation can no longer allow the use of any installation facility as a polling place for federal, state, or local elections.

In consideration of the County's Special Election in January and Alabama law where polling locations are set 90 days prior to any election, Fort Rucker requests, Dale County rescind its 1989 resolution establishing Rocky Head, Beat 7, Box 2, Fort Rucker and eliminate the Fort Rucker Polling location. Fort Rucker voters affected will travel to Rocky Head polling place (Ariton, AL) in all future federal, state, and local elections.

With the many challenges in our current climate of national security concerns, force protection, and COVID restrictions, past provisions from Dale County to our Fort Rucker voters does not go unappreciated. We thank you and look forward to continuing to work with Dale County leadership in support of the Fort Rucker voters living within the county.

Points of contact are CPT Jamie Brantley, Administrative Law Attorney, 334-255-3308, <u>jamie.l.brantley.mil@mail.mil</u> and Ms. Linda Blake, Installation Voting Assistance Officer, 334-255-1839, <u>linda.j.blake8.civ@mail.mil</u>.

Sincerely,

Róbert J. Holcombe Colonel, U.S. Army Garrison Commander

Exhibit 2



155 North Lake Avenue, Suite 900 Pasadena, CA 91101 USA

tel: +1-818-230-9700 fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Willie Worsham Dale County EMA, AL 202 S. Hwy 123, Suite C Ozark AL 36360 United States Ph: (334) 774-2214 Fax: Email: daleema@dalecountyal.org

Quote #: Date: Expires On:

Q-77963 7/12/2021 n: 9/30/2021 Confidential

Salesperson:Lily HarringtonPhone:(781) 819-5166Email:lily.harrington@everbridge.com

Contract Summary Information:	
Contract Period:	
Contract Start Date:	12 Months
Contract End Date:	10/1/2021
Contract End Date:	9/30/2022

Contact Summary:

Household Count:		
Employee Count:	19,112	
Employee Count.	500	-

Qty	Description	Price
1	Mass Notification Pro	
		USD 11,851.88

Pricing Summary:

Year One Fees:	
	USD 11,851.88
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	
	USD 11,851.88

Messaging Credit Amount:

Year One Credit:	
rour one oregit.	1,500,000
	1,500,000

Exhibit 2

- Quote subject to the terms and conditions of the Master Services Agreement, including any amendments, executed 1. between Everbridge, Inc. and the customer listed above. 2.
- Messaging Credits listed above can be used for Notifications and expire at the end of each year. Consumption of Messaging Credits in excess of these amounts in any year will incur additional charges Subject to sales taxes where applicable. 3.
- Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational 4. purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Master Service

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Store Thitem

Name (Print):

Title:

Date:

17-27-21 Malomas

155 North Lake Avenue, Suite 900 Pasadena, CA 91101 USA Tel: +1-818-230-9700 Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The American Red Cross (hereinafter "Red Cross") and The Dale County, Alabama Emergency Management Agency its agencies, and municipalities (hereinafter ["Dale County EMA"]), in preparing for, responding to, and recovering from disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the Dale County EMA in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency. It also provides the descriptions of readiness and response activities, such as planning, training, exercising and resourcing, and the clarification of roles and responsibilities of the Red Cross and the Dale County EMA to the community and other agencies.

II. Parties

A. Dale County EMA

B. American Red Cross

1. <u>Services to help people prepare for, respond to, and recover from disasters</u>

Founded in 1881, the Red Cross is the nation's premier nonprofit disaster management organization. As part of a worldwide movement that offers neutral and impartial humanitarian care, the Red Cross is the non-governmental organization that mobilizes communities to aid people affected by or at risk of disasters with the aim of preventing and alleviating suffering. The Red Cross provides disaster cycle services without regard to race, color, national origin, religion, gender, age, disability, sexual orientation, citizenship or veteran status. It follows the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross is closely integrated into community preparedness, response, and recovery efforts, including those of federal, tribal, state and local government and other non-government organizations. The goal of the Red Cross is to work with multi-sector partners to help individuals, families, and communities prepare for, respond to, and recover from natural and human-made disasters of all sizes.

The Red Cross provides disaster cycle services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (USC 36 §300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

a. Preparedness

The Red Cross vision for preparedness is that we, together with community leaders, partners and other stakeholders have built community capacity and capability to survive, to minimize suffering and to recover quickly after a disaster or emergency; and that together we have made preparedness a cultural norm all across the nation. The components for achieving this vision include:

Assessing community hazards, priority risks, needs and assets;

• Engaging of the community in preparedness (e.g. Home Fire Campaign);

• Enabling individuals, families and organizations to take preparedness actions;

• Leveraging our national network of volunteers and our ability to engage partners in direct preparedness actions within communities nationwide;

• Working with social service organizations and schools to help them, their clients and students survive and recover quickly from a disaster;

• Reinforcing preparedness for people and organizations who have taken preparedness actions.

b. <u>Response</u>

The Red Cross vision for response is to alleviate human suffering in the face of emergencies by mobilizing and organizing community resources to meet the immediate life-sustaining needs of individuals, families and communities affected by disaster; to lay the groundwork for long-term recovery; and to build resilience for future events.

The range of services necessary to achieve this vision will vary based on the needs of those affected and the scale of the disaster. Additionally, there is often overlap between the provision of response and recovery services. The blending of the two processes is necessary for seamless service to individuals, families and communities. Response services most commonly include:

- Home Fire Response Services
- Sheltering
- Feeding
- Health Services
- Mental Health Services
- Spiritual Care
- Reunification
- Distribution of Relief Supplies
- Information & Referrals

c. Recovery

The Red Cross vision for recovery is to provide a standard and scalable set of services that align with available resources to bridge the gaps between client resources and serious human needs

and that result in a similar set of assistance for similarly situated clients. Recovery services most commonly include:

- Community Recovery Strategy Development
- Casework/Recovery Planning
- Direct Client Assistance
- Community Preparedness & Resiliency Building

*For large and/or complex recovery operations, where significant donor resources are available, expanded services or assistance may be provided.

2. Services related to the National Response Framework

The Red Cross is a co-lead for the mass care component of Emergency Support Function (ESF) #6 of the National Response Framework (NRF). In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster. Additionally, the Red Cross is a support agency to other ESFs – including ESF-8 and ESF-15 – in the NRF.

3. <u>Services related to the National Recovery Framework</u>

The Red Cross is among the supporting organizations for three Recovery Support Functions: Community Planning and Capacity Building; Health and Social Services; and, Housing. In these roles, the Red Cross engages at the headquarters level, as well as at the Federal Emergency Management Agency (FEMA) regional level, to provide insight and assistance in planning by drawing on Red Cross experience and representing the perspective of non-governmental organizations and private entities that provide recovery services.

4. Organization

The Red Cross is chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to its 62 regions in seven divisions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness, response and recovery activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. Regions also formulate cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide network, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross collaborates with community partners, and federal, tribal, state and/or local government entities, with the goal of providing seamless and timely assistance to individuals affected by disaster.

III. Cooperative Actions

The Red Cross recognizes the authority assigned to emergency management officials of Dale County, Alabama and will share operating plans, priorities and objectives with the delegated emergency management staff.

The Dale County EMA recognizes the national level roles and responsibilities designated to the Red Cross in the October 22, 2010 Memorandum of Agreement between FEMA and Red Cross.

The Dale County EMA recognizes the Red Cross as having mass care responsibility in domestic disasters, and when activated, authorizes and will support and coordinate with the Red Cross in the execution of these duties.

The Red Cross and the Dale County EMA will coordinate their respective disaster cycle activities to maximize services to the community and avoid duplication of efforts in the following ways:

- 1. Explore ways to align business and operational processes and programs across the disaster cycle in an effort to make a more seamless disaster preparedness, response, and recovery experience for residents of the jurisdiction.
- 2. Explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within Dale County, Alabama.
- 3. Maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication. Include a representative of the other party in appropriate committees, planning groups and task forces formed to prepare for, respond to, and recover from disasters and other emergencies. Develop joint Standard Operating Procedures for notification of disaster and emergency situations.
- 4. Work together to develop plans and to secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs before, during and/or after a disaster.
- 5. Make training, educational and other developmental opportunities available to the other party's personnel and explore joint training and exercises. Encourage all staff and volunteers to engage in training (e.g. ICS 300 and 400), exercises, and disaster response

activities, as appropriate.

- During the time of disaster and readiness, keep the public informed of the parties' cooperative efforts through the public information offices of the Red Cross and the Dale County EMA.
- 7. During disasters and emergencies, keep each other informed of the human needs created by the events and the services they are providing. Throughout the disaster cycle, share current data regarding disasters, to include risk and hazard impact analysis, statistical information, social media verifications, historical information, emerging needs and trends, damage assessments, disaster declarations, and service delivery plans.
- 8. During a disaster or emergency situation the Red Cross will, at the request of the Dale County EMA, provide liaison personnel to the Dale County Emergency Operations Center and any jurisdictional Emergency Operations Centers during a disaster. The Dale County EMA will provide facility access and identification, work space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Centers.
- The Dale County EMA will support the Red Cross in the use of the National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the Dale County EMA.
- 10. The Dale County EMA will facilitate the Red Cross use of facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
- 11. Actively participate in reviewing and carrying out responsibilities outlined in the county and local emergency operations plans.
- 12. The Dale County EMA recognizes that the Red Cross is dependent upon voluntary public financial donations and will encourage residents to support the Red Cross by volunteering time and/or donating financial resources to the organization in support of local disaster response and recovery activities. In accordance with applicable laws and regulations, the Dale County EMA will support the Red Cross and work together, as appropriate, to acquire necessary resources and identify funding sources that increase state and Red Cross capacity to respond to disasters and emergencies.
- 13. Advocate for programs and public policy/decisions, when appropriate, designed to mitigate disaster damage and loss of life in Dale County, Alabama.
- 14. Encourage county residents to support the needs of hospital patients with blood donations

when appropriate.

- 15. Actively seek to determine other areas, projects, and services within the Red Cross and the Dale County EMA where cooperation and support will be mutually beneficial with jointly defined goals and objectives.
- 16. Both parties agree not to use or display any trademarks of the other without first receiving the express written permission to do so; however, the use of the trademarks of the other party is permitted for internal meeting notes and plans that are not publicly distributed and used during the normal course of business related to the purpose of MOU. If either party desires to use the intellectual property of the other, the "requesting party" should submit the proposed promotional/marketing materials, press releases, website displays or otherwise proposed use of the trademarks to the "owning party" for review in advance of dissemination or publication.
- 17. Allow the use of each other's facilities, as available and if agreed upon in writing, for the purpose of preparedness training, meetings and response and recovery activities.
- 18. Work together to use volunteer hours and donated resources to offset the non-federal cost share, in accordance with FEMA Recovery Policy 9525.2, when feasible and appropriate.
- 19. Widely distribute this MOU within the Red Cross' and The Dale County departments and administrative offices and urge full cooperation.

Examples of additional Cooperative Actions (as applicable):

- State/Commonwealth/Agency specific Disaster Leave Law, Act, or Executive Order
- The Red Cross will support the Dale County EMA in integrating the efforts of the non-governmental organizations (NGOs) that provide mass care services (e.g. Mass Care Feeding Task Forces) during response operations.
- The Red Cross will assist in the county response to emergencies and disasters with responsibilities in support of ESF 6, 8, etc.
- The Red Cross will, at the request of the Dale County EMA, assist the state mass care lead agency in mass care planning and response coordination with other non-governmental organizations (NGOs).
- Jointly develop Standard Operating Procedures (SOPs) that standardize recurring

tasks and responsibilities for each Emergency Support Function the Red Cross is identified in the Dale County EMA Disaster Response Plan as a support agency.

- Jointly develop plans, protocols and procedures to maximize sharing and utilization of nursing staff at Red Cross shelters and other Dale County emergency sites.
- Through stewardship of the Coordinated Assistance Network (CAN), the Red Cross
 will directly support each Disaster Case Management Program (DCMP) awarded by
 FEMA to the county to facilitate delivery of recovery services for individuals and
 families, the sharing of case information and, the prevention of the duplication of
 services.

VIII. Periodic Review

The parties will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate. Both parties shall notify the other if primary points of contact change.

IX. Term and Termination.

This MOU is effective as of the Date signed/Approved by all parties. It expires FIVE YEARS from effective date. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. This MOU may be terminated by written notification from either party to the other at any time and for any reason or for no reason.

X. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one party to the other. Neither party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

Signature page follows.

Signature Page

Dale County Commission (Dale County EMA)

Store Thick By: (Signature) Name: Steve McKinnon Chairman Title: 7.29-2

Date

Contact information Willie T. Worsham, EMA Director Telephone: 334-774-2214 E-mail: _daleema@dalecountyal.org The American Red Cross

By: (Signature) Name: James E Henderson Title:

Date:

Contact information Telephone: <u>334-701-0309</u> E-mail: james.henderson@recross.org

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	<u>NEW</u> LICENSE TOTAL
Wine Festival License	\$ 50.00	\$50.00	50.0	N/A	
Wine Festival Participant License	\$ 50.00	\$15.00	15.00	N/A	
Direct Wine Shipper License	\$ 50.00	\$200.00	200.00		
Wine Fulfillment Center License	\$ 50.00	\$500.00	500 00		
Additional Wine Fulfillment Center License	\$ 50.00	\$100.00	100.00		
Delivery Service License	\$ 100.00	\$250.00			and the subscription of
In-State Winery Off-Site Tasting Permit	\$ 50.00	N/A	A		

* A non-refundable filing fee is charged to all new licenses and transfers.

inna SIGNED: Authorized County Official

Himter Title

07-21-21 Date

RESOLUTION

COUNTY OF DALE

STATE OF ALABAMA

Project No. DCP-23-06-21

WHEREAS, the County Commission of Dale County, Alabama, is desirous of constructing or improving, by force account, by contract or both, a road included in the Dale County Road System and described as follows:

Resurfacing on Caldonia Way from East County Road 36 north along Caldonia Way to the dead end. Approximate length is 0.106.

WHEREAS, the County agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project.

Done at the special session of the County Commission of Dale County, this 27th day of July, 2021.

Dale County Commission Governing Body

Chairman Steve McKinnon

Member District 1

Chris Carroll

Member District 2 Donald Grantham

Member District 3 Charles Gary

Member District 4 Frankie Wilson

Jail Parking Resurface Estimate

Area to be resurfaced: 40,300 SF = 4478 SY

4478 SY at 165lb/SY = 738,870 lb = 369.4 tons

369.4 tons x \$120/ton in place = \$44,332.20

Exhibit 7

GRANTS.GOV SOLICITATION NO. O-BJA-2021-135004 Eligible Allocation \$50,232

MEMORANDUM OF UNDERSTANDING

Between the

CITY OF DOTHAN, ALABAMA AND COUNTY OF HOUSTON, ALABAMA AND COUNTY OF DALE, ALABAMA

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Memorandum of Understanding (MOU) is made and entered into on this 10 day of July 2021, by and between Sheriff Donald Valenza of the COUNTY of HOUSTON, Alabama, Sheriff Wally Olson of the COUNTY of DALE, and Chief of Police William E. Benny of the CITY of DOTHAN, Alabama.

Sheriff Donald Valenza for the COUNTY of Houston, Sheriff Wally Olson of the COUNTY of Dale, and Chief of Police William E. Benny for the CITY of Dothan hereby set-aside 3%, \$1,506.96, as required for all jurisdictions that are not currently NIBRS compliant.

Sheriff Donald Valenza for the COUNTY of Houston, Sheriff Wally Olson of the COUNTY of Dale, and Chief of Police William E. Benny for the CITY of Dothan believe it to be in their best interests to allocate the remaining \$48,725.04 at 25%, \$12,181.26 of the JAG Award to the COUNTY of Houston; the CITY will retain 75%, \$36,543.78 to be shared with the COUNTY of Dale for the Wiregrass Aviation Support Program (WASP).

The CITY will be the administrator/fiscal agent of the grant.

An Interlocal Agreement shall be entered between the COUNTIES and the CITY acting by and through its governing bodies, the Board of Commissioners, and submitted with the grant application.

Each party to this Agreement will be responsible for its own actions providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein.

Houston County, Alabama Sheriff Donald Valenza

Date Signed

Dale County, Alabama Sheriff Wally Olson

Date Signed

City of Dothan, Alabama Chief of Police William E. Benny

Exhibit 7

THE STATE OF ALABAMA

COUNTY OF HOUSTON

۰.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF DOTHAN, ALABAMA AND COUNTY OF HOUSTON, ALABAMA AND COUNTY OF DALE, ALABAMA

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this day of <u>July</u> 2021. by and between the COUNTY of HOUSTON, Alabama, COUNTY of DALE, and the CITY of DOTHAN. Alabama, acting by and through its governing body. City Board of Commissioners and County Board of Commissioners.

WHEREAS, this Agreement is made under the authority of Section 34 U.S.C. § 10156(d) (4). According to the JAG program statute, a "disparity" may exist between the funding eligibility of a county and its associated municipalities; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY of Houston. COUNTY of Dale, and the CITY of Dothan hereby set-aside 3% (\$1,506.96) as required for all jurisdictions that are not currently in compliance with the National Incident-Based Reporting System (NIBRS).

WHEREAS, the COUNTY of Houston agrees to accept 25% (\$12,181.26) of the remaining JAG funding that will be utilized to purchase and install eight (8) in-car video camera systems for law enforcement use. The COUNTY will be responsible for purchasing and maintaining the County equipment on this grant. The total estimated cost for this equipment is \$32,000.00. The COUNTY agrees to pay equipment costs above their grant award, approximately \$19,818.74. The COUNTY shall submit a copy of paid invoice(s) to the CITY for reimbursement. The CITY will request a drawdown of grant funds and upon receipt of grant funds shall reimburse the COUNTY: and

WHEREAS, the CITY agrees to retain 75% (\$36.543.78) of the remaining JAG funding that will be utilized to purchase a transponder and lighting package for the helicopter owned and operated by the COUNTY of Dale. The CITY is a partner with the COUNTY of Dale through the Wiregrass Aviation Support Program (WASP) for the purpose of providing regional law enforcement flight operations. The COUNTY of Dale will be responsible for purchasing and maintaining the equipment on this grant. The total estimated cost for this equipment is \$36.960.00. The COUNTY shall submit a copy of paid invoice(s) to the CITY for reimbursement. The CITY will request a drawdown of grant funds and upon receipt of grant funds shall reimburse the COUNTY. The CITY will

be the administrator of the grant. The CITY agrees to pay equipment costs above their grant award purchased for the COUNTY of Dale utilizing police seizure funds. approximately \$416.22; and

WHEREAS, nothing in the performance of this Agreement shall impose any liability for claims against the other. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF HOUSTON, ALABAMA

Houston County Chairman Mark Culver

Date Signed

CITY OF DOTHAN. ALABAMA

Mayor

Mark Saliba

ATTEST:

1-20-2021 Date Signed

COUNTY OF DALE, ALABAMA

APPROVED AS TO FORM:

Dale County Chairman Steve Mckinnon

Windy Shine

APPROVED AS TO FORM:

tornev

Houston County Attorney

Dale County Autorney

RESOLUTION NO. 2021-195

WHEREAS, the Bureau of Justice Assistance under the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) has awarded a joint grant to the Dothan Police Department and Houston County Sheriff's Office in the amount of \$50,232.00 to support a broad range of activities to investigate, prevent and control crime based on local law enforcement needs and conditions; and

WHEREAS, the Dothan Police Department elects to share their portion with the Dale County Sheriff's Office, Wiregrass Aviation Support Program (WASP).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Dothan, Alabama, as follows:

Section 1. That the City of Dothan applies for and accepts funding from the United States Department of Justice (USDOJ), Bureau of Justice Assistance under the 2021 Edward Byrne Memorial Justice Assistance Grant Program for the purchase of law enforcement technology advancement and equipment in the amount of \$50,232.00, \$36,543.78 for the City of Dothan to be shared with Dale County for the Wiregrass Aviation Support Program (WASP), and \$12,181.26 for Houston County. The USDOJ requires \$1,506.96 (3%) set aside for National Incident-Based Reporting System (NIBRS) non-compliance.

Section 2. That the City of Dothan enters into an inter-local agreement with Houston and Dale County to accept funding from the United States Department of Justice, Bureau of Justice Assistance under the 2021 Edward Byrne Memorial Justice Assistance Grant Program, which said agreement follows:

Date Commission Approved:

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RUNS/RESPONSE FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT		ENDING BALANCE
25%	\$	\$ 17,895.00	\$ 17,895.00 Ozark EMS	Ozark EMS	1190/1192	\$ 124,012.34	\$	17,895.00 \$	- 1
				Daleville		\$ 40,238.00	\$	14,963.40	
				Clayhatchee					
				Level Plains	contract w/ enterprise	\$ 1,500.00	Ş	1,500.00	
23%	s	\$ 16,463.40	\$ 16,463.40			\$ 41,738.00	s	16,463.40 \$	a
				Ariton	43/49	\$ 4,334.57	\$	3,579.00	
				Marley Mill	respond to calls	6	Ş	3,579.00	
10%	\$	\$ 7,158.00	\$ 7,158.00			\$ 73,177.36	S	7,158.00 \$	·
				Skipperville					
				Echo	275/275	\$ 45,439.14	\$ 1	11,452.80	
				Choctawhatchee					
				Ewil				2	
16%	s .	\$ 11,452.80	\$ 11,452.80			\$ 45,439.14	s	11,452.80 \$	1
				South Dale EMS	383/383	\$ 25,000.00	\$ 1	15,640.23	
				ЕСНО	see above	see above	\$	823.17	
			\$ 4,939.02	4,939.02 PAID TO SO DALE EMS: Newton (30%)	(30%)				
			\$ 4,939.02	PAID TO SO DALE EMS -Pinckard (30%)	1 (30%)				
			\$ 4,939.02	4,939.02 PAID TO SO DALE EMS: Midland City (30%)	City (30%)	いいたなたり			
			\$ 823.17	823.17 PAID TO ECHO -Grimes (5%)	contract w/ Echo				
			\$ 823.17	823.17 PAID TO SO DALE EMS: Napier Field (5%)	ield (5%)	The section of			
23%	\$	\$ 16,463.40	\$ 16,463.40			\$25,000.00	\$	16,463.40 \$	343
			VId.	*PINCKARD- effective 06/01/20 South Dale EMS	EMS				
	۔ ج	\$ 69,432.60	\$ 69,432.60			-		Ş	3
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Exhibit 8