

# PRE-COMMISSION WORK SESSION

June 8, 2021

## For Commission Approval

*All Items appearing have been approved by the County Attorney and County Manager unless otherwise designated.*

## PUBLIC WORKS, COMMUNITY SERVICES & INTER - GOVERNMENTAL RELATIONS COMMITTEE

### ENVIRONMENTAL SERVICES

1. **ITPipes - CCTV Software Subscription and Remote Support - 2021**

Agreement to provide a three-year software subscription with remote support for ITPipes software utilized for sewer CCTV inspections.

<i>Contract Term:</i>	<i>3Years</i>
<i>Original Budget:</i>	<i>\$170,717,761.00</i>
<i>Current Remaining Budget:</i>	<i>\$113,460,826.00</i>
<i>Requested Amount:</i>	<i>\$ 63,000.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$113,397,826.00</i>
<i>30 Day Cancellation:</i>	<i>Yes</i>

2. **Jacobs - Amendment 1 to the WRF Operator Certification Training**

Amendment 1 adds funding to cover the increased cost to complete the certification training courses due to the pandemic. The amendment also extends the completion time for the contract to June 30, 2021.

<i>Contract Term:</i>	<i>2 Years</i>
<i>Original Budget:</i>	<i>\$170,717,761.00</i>
<i>Current Remaining Budget:</i>	<i>\$ 89,979,731.00</i>
<i>Requested Amount:</i>	<i>\$ 12,000.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$ 89,967,731.00</i>
<i>30 Day Cancellation:</i>	<i>Yes</i>

3. **ALDOT - MB-01 Permit at AL Highway 7**

Required MB-01 Permit with the Alabama Department of Transportation to construct sanitary sewer facilities inside ALDOT Right-of-Way along AL Highway 7 in the City of Birmingham.

<i>Contract Term:</i>	<i>Indefinite</i>
<i>Original Budget:</i>	<i>No Funds Required</i>
<i>Current Remaining Budget:</i>	<i>N/A</i>
<i>Requested Amount:</i>	<i>\$0.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>N/A</i>
<i>30 Day Cancellation:</i>	<i>No</i>

4. **USIC Locating Services, LLC - CY2021 Additional Funding Approval**

Authorization for additional funding for CY2021 for sanitary sewer and stormwater utility locating and marking services in accordance with Alabama Act 37-15-5.

5. **Alliance Specialty Motors, Inc. - Notification of Termination**

Notification to terminate existing agreement for electric motor maintenance to allow for award of a new contract with recent bidders.

**DISTRICT 1 REPORT/OTHER BUSINESS**

1. **Community Grant for Zero Zero, Inc**

Community Grant to provide support for Rally Camps.

<i>Contract Term:</i>	<i>06/10/2021 – 06/10/2022</i>
<i>Original Budget:</i>	<i>\$200,000.00</i>
<i>Current Remaining Budget:</i>	<i>\$93,087.00</i>
<i>Requested Amount:</i>	<i>\$1,500.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$92,587.00</i>
<i>30 Day Cancellation:</i>	<i>Per Contract Terms</i>



## COMMUNITY DEVELOPMENT & HUMAN RESOURCE SERVICES COMMITTEE

### CORONER

No items submitted.

## DEPARTMENT OF COMMUNITY SERVICES AND WORKFORCE DEVELOPMENT

1. **Brighton Project Rehabilitation**  
Resolution authorizing the Office of Community Services and Workforce Development to process two Brighton Project rehabilitation grants that exceed our normal \$30,000 limit.
2. **2021-22 One-Year Action Plan**  
Resolution approving this year's CDBG, ESG, and HOME application along with a copy of a budget summary for the 2021-22 One-Year Action Plan.
3. **PY18-19 CDBG, ESG, HOME Amendment 5, PY20 CDBG, ESG, HOME Amendment 2**  
Resolution to approve the amendments of the PY2018-20 CDBG, ESG, and HOME application and allows the Commission President to sign the SF 424 Application Forms, Certifications, and Environmental Review documents for submittal to the U.S. Department of Housing & Urban Development along with the amended 2018-20 One-Year Action Plan for CDBG, ESG, and HOME programs as amended.

### FAMILY COURT

No items submitted.

### YOUTH DETENTION

No items submitted.

## DISTRICT 2 REPORT/OTHER BUSINESS

1. **Resolution - Transfer Funds from District Two "Community Grant D2 Project Funds" to Sheriff Dept**  
Resolution to transfer \$1,900.00 from Commission District Two "Community Grant D2 Project Funds" to Sheriff Department. These funds will be used to WRAP a Sheriff Dept Vehicle to honor breast cancer survivors in Jefferson County.
2. **Community Grant - Jefferson County Board of Education**  
Community Grant funds to be used for the benefit of students at the following schools: Lipscomb Elementary \$5,000, Brighton School \$5,000 and Pinson Valley High School \$1,000.  

<i>Contract Term:</i>	<i>06/10/2021 - 05/18/2022</i>
<i>Original Budget:</i>	<i>\$200,000.00</i>
<i>Current Remaining Budget:</i>	<i>\$ 93,700.00</i>
<i>Requested Amount:</i>	<i>\$ 11,000.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$ 82,700.00</i>
<i>30 Day Cancellation:</i>	<i>No</i>
3. **Community Grant - V.I.R.T.U.E. Inc**  
Community Grant funds to be used to provide free health screenings and informational and motivational programs for Jefferson County residents.

<i>Contract Term:</i>	06/10/2021 - 06/8/2022
<i>Original Budget:</i>	\$200,000.00
<i>Current Remaining Budget:</i>	\$ 82,700.00
<i>Requested Amount:</i>	\$ 3,000.00
<i>Remaining Budget after Requested Amount:</i>	\$ 79,700.00
<i>30 Day Cancellation:</i>	No

4. **Community Grant - Ursula Smith Dance**

Community Grant funds to be used for their Dance Is Life Summer Camps to benefit Jefferson County residents.

<i>Contract Term:</i>	06/10/2021 - 06/8/2022
<i>Original Budget:</i>	\$200,000.00
<i>Current Remaining Budget:</i>	\$ 79,700.00
<i>Requested Amount:</i>	\$ 2,500.00
<i>Remaining Budget after Requested Amount:</i>	\$ 77,200.00
<i>30 Day Cancellation:</i>	No

5. **Community Grant - III-Z, Inc.**

Community Grant funds to be used to support their Fun Day Back to School Rally that will benefit Jefferson County residents.

<i>Contract Term:</i>	06/10/2021 - 06/8/2022
<i>Original Budget:</i>	\$200,000.00
<i>Current Remaining Budget:</i>	\$ 77,200.00
<i>Requested Amount:</i>	\$ 1,500.00
<i>Remaining Budget after Requested Amount:</i>	\$ 75,700.00
<i>30 Day Cancellation:</i>	No

6. **Community Grant - R.I.T.T., Inc**

Community Grant funds to be used to educate and provide motivation to African American, low income, inner city youth. Funding for its annual PET Project and Juneteenth Festival & Parade which will benefit Jefferson County residents.

<i>Contract Term:</i>	06/10/2021 - 06/8/2022
<i>Original Budget:</i>	\$200,000.00
<i>Current Remaining Budget:</i>	\$ 75,700.00
<i>Requested Amount:</i>	\$ 500.00
<i>Remaining Budget after Requested Amount:</i>	\$ 75,200.00
<i>30 Day Cancellation:</i>	No

## **ADMINISTRATIVE, & INFRASTRUCTURE COMMITTEE**

### **ROADS & TRANSPORTATION**

1. **Grants Mill Road Corridor Road Project, Tract 10**  
Execution of sales agreement to purchase a parcel of land.
2. Grants Mill Road Corridor, Payment for Tract 11
3. Grants Mill Road Corridor, Payment for Tract 12
4. **ALDOT Courtesy Notification - STPBH-3712(250) Bridge Replacement on CR-126**  
Courtesy Notification for the construction of the bridge on CR-126 Springdale Road over Five Mile Creek to comply with the Federal Highway Administration
5. Surplus County Vehicle Transfer from Sheriff's Department to Jefferson County District Attorney's Office

### **COUNTY ATTORNEY**

1. **Resolution Bressler Amery & Ross**  
Resolution authorizing President to execute letter agreement with Bressler Amery & Ross.
2. Minutes from the Commission Meeting May 20, 2021

### **SHERIFF**

No items submitted.

### **COUNTY MANAGER**

1. **Resolution - Acceptance of Funds for COVID-19 Federal American Rescue Plan Act**  
Resolution to accept Federal American Rescue Plan Act funds.

### **DISTRICT 3 REPORT/OTHER BUSINESS**

## **FINANCE, JUDICIAL, EMERGENCY MANAGEMENT & DEVELOPMENT AND GENERAL SERVICES COMMITTEE**

### **FINANCE**

1. **Unusual Demand Report**
2. **Purchasing Agenda Report**  
Resolution authorizing the approval of the Purchasing Agenda Reports for the weeks of 05/06/2021 - 05/12/2021 and 05/13/2021 - 05/19/2021.
3. **Purchasing Agenda Report**  
Resolution authorizing the approval of the Purchasing Agenda Report for the week of 05/20/2021 - 05/26/2021.
4. **Purchasing Exceptions Report**  
Resolution authorizing the approval of the Purchasing Exceptions Reports for the week of 05/06/2021 - 05/12/2021 and 05/13/2021 - 05/19/2021.
5. **Purchasing Exceptions Report**  
Resolution authorizing the approval of the Purchasing Exceptions Report for the week of 05/20/2021 - 05/26/2021.
6. **Encumbrance Reports**  
Resolution authorizing the approval of the Encumbrance Reports for the weeks of 05/06/2021 - 05/12/2021 and 05/13/2021 - 05/19/2021.
7. **Encumbrance Reports**  
Resolution authorizing the approval of the Encumbrance Report for the week of 05/20/2021 - 05/26/2021.
8. **Procurement Card Statement**  
Jefferson Credit Union Closing Date: 05.03.2021 for Ratification
9. **Procurement Card Statement**  
Regions Bank Closing Date: 05.31.21 for Ratification

### **BUDGET MANAGEMENT OFFICE**

1. **MULTIPLE STAFF DEVELOPMENT**

#### **Board of Equalization**

James Aaron Self	1,218.35
Mitchell Best	1,069.39
AL Real Appraisal Manual	
Opelika, AL -June 20-25, 2021	

#### **Revenue**

Patrice Skinner	530.81
Matisha Dunklin	523.53
Carley Sims	599.47
Rontrice Ousley	581.51

CGEI 2021: CROAA Safety for the County Revenue Officer  
Prattville, AL -June 9-10, 2021

**Tax Collector-Birmingham**

JT Smallwood	1,085.94
Wesley Scott Moore	3,416.05
Eric Burks	3,045.86
Association of Alabama tax Administrators 2021 Summer Conference 10 Orange Beach, AL -June 13-17, 2021	

**INDIVIDUAL STAFF DEVELOPMENT**

**Development Services**

Jimmy Ray Kennedy 2021 COAA Annual Educational Conference Gulf Shores, AL -August 15-20, 2021	1,402.35
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**Tamekia Lee**

Certified Professional in Municipal Stormwater Manager Birmingham, AL -Online	325.00
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**Family Court**

Sharon Youngblood 2021 GFOAA Summer Conference & Training Program- Virtual Sessions Birmingham, AL -August 11-13, 2021	200.00
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**Finance**

Angela Dixon Alabama City County Management Association Summer Conference 2021 Gulf Shores, AL -June 2-4, 2021	1,341.32
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**Human Resources**

Tonya Dawson Louisiana State University Shreveport – Organizational Behavior Birmingham, AL -July 05, 2021-August 23, 2021	1,247.39
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Matt Luetjen Society of Industrial and Organizational Psychology Annual Conference Online Birmingham, AL -March 30, 2021 & April 14-17, 2021	494.00
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Alan Sconiers Courses from Executive Certificate in Strategic Leadership Liberty University Online Birmingham, AL -May 17, 2021 -August 20, 2021	2,933.46
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**Public Information**

Phillips Foster Drone Training Mobile, AL -May 6-7, 2021	865.42
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**Revenue**

Patrice Skinner CRE Special Topic 1&2 Birmingham, AL -May 7, 2021	95.00
Charles P. Bell CRE Continuing Education Special Issues for Sales and Tax Homewood, AL -July 9, 2021	200.00
Charles P. Bell CRE Continuing Education Mandatory Update Homewood, AL -June 18, 2021	200.00
Scott Smith Government & Economic Development Institute Auburn University Birmingham, AL -August 13, 2021	200.00
Tanjawania Hurst CRE: Special Issues for Sales and Use Tax Examination Birmingham, AL -July 9, 2021	200.00
Shameka Bridges Association of County Commission of Alabama Course- Enforcement of License & Taxes Prattville, AL -June 9-10, 2021	267.50
<b>Tax Assessor Birmingham</b> Charles Winston AATA Summer Conference Orange Beach, AL -June 13-17, 2021	3,025.42
<b>Tax Assessor Bessemer</b> Cheryl Hoskins Abatement an In-depth Look Opelika, AL -June 15-18, 2021	1,005.18

**FOR INFORMATION ONLY****Sheriff**

Jason Pilkinton FBI Basic Negotiator Course Huntsville, AL -July 12-16, 2021	779.00
Pam Gilmer Stephanie Renee Whitcomb Forensic Experiential Trauma Interview Birmingham, AL -June 1, 2021 -September 30, 2021	2,090.00 2,090.00
Tandy N Campbell Forensic Mapping for Crash Zone Forsyth, GA -August 29, 2021 -September 3, 2021	1,102.50

## 2. **Budget Agenda**

### **Position Changes & Revenue Changes**

- 1) **Development Services** - Record the budget for a federal aid agreement approved 4/8/21 - \$312,500  
No Additional Funds Required
- 2) **District Attorney (Birmingham)** - Add funds to cover the cost of a Confidential Assistant created by Commission on 4/22/2012 - \$18,536 - No Additional Funds Required

### **For Information Only**

- 3) **EMA** - Increase rev & exp to record reimbursement from COB for time worked during Magic City Classic - \$1,018.43. No Additional Funds Required

## **BOARD OF EQUALIZATION**

### 1. **Assessment Advisors-Income Works Contract Renewal**

Resolution authorizing the execution of an Agreement with Assessment Advisors in the amount of \$65,000.00 for a one-year base license fee for Income Works Software.

<i>Contract Term:</i>	<i>12 months</i>
<i>Original Budget:</i>	<i>\$100,000</i>
<i>Current Remaining Budget:</i>	<i>\$80,838</i>
<i>Requested Amount:</i>	<i>\$65,000</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$15,838</i>
<i>30 Day Cancellation:</i>	<i>Yes</i>

## **BOARD OF REGISTRARS**

### 1. **Polling location change - Precinct 2420 to 2100**

Resolution to temporarily combine Precinct 2420 Bell Wallace with 2100 Memorial Recreation Center

### 2. **Precinct location change - Precinct 2440 to 2430**

Resolution to temporarily combine Precinct 2440 Southtown Housing with Precinct 2430 Southside Library

## **CIRCUIT CLERK**

No items submitted.

## **DEVELOPMENT SERVICES**

### 1. **B-21-0001**

Dolgencorp, LLC, applicant; d/b/a Dollar General Store #1423 requests approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license in conjunction with an existing general retail store on Parcel ID# 3100231000057000 in Sec 23, Twp 18, Range 5W. Zoned C-1 (Commercial) with covenants. (Site Location: 3459 Warrior River Road, Bessemer, AL 35023) (Concord)

### 2. **B-21-0002**

Dolgencorp, LLC, applicant; d/b/a Dollar General Store #5811 requests approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license in conjunction with an existing general retail store on Parcel ID# 0400220000031003 in Sec 22, Twp 14, Range 4W. Zoned C-1 (Commercial) with covenants. (Site Location: 10115 Corner School Road, Warrior, AL 35180) (Corner)

3. **Z-21-0011**

Blue Creek Land Co, Inc., owner, Dale Weaver, agent requests a change of zoning from I-3 (Industrial) to R-6 (Single Family) or A-1 (Agriculture) for future residential use to include manufactured home(s). Parcel ID# 0600290001038001 in Section 29, Twp 15, Range 4W. (Case Only, 4300 Levine Graysville, 35073)(SAYRE)(8.46 acres +/-)

*P&Z recommended rezoning the property to R-6 (Single Family).*

4. **Administrative Tier 1 review for a new 150-foot monopole telecommunication tower**

Administrative Tier I Review – Southern District of the Christian & Missionary Alliance, owners; Steve Watkins, agent requests approval of a 150-foot monopole telecommunication tower on Parcel ID# 1200162001036000 in Section 16, Township 16 S, Range 1 W. Property zoned Institutional-1. (Site Only: 2160 Brewster Road, Birmingham, AL 35235)(Grayson Valley).

## **DISTRICT ATTORNEY**

1. **Deputy District Attorney Salary Agreement - Carter (Birmingham)**

Salary Contract for a Deputy District Attorney that will start on May 24, 2021.

<i>Contract Term:</i>	<i>N/A</i>
<i>Original Budget:</i>	<i>\$3,286,389.00</i>
<i>Current Remaining Budget:</i>	<i>\$812,290.87</i>
<i>Requested Amount:</i>	<i>\$46,690.30</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$765,600.57</i>
<i>30-Day Cancellation:</i>	<i>N/A</i>

2. **Assistant District Attorney Salary Agreement - Chuantae Brown (Bessemer Division)**

Salary Contract for an Assistant District Attorney that will start on June 16, 2021.

<i>Contract Term:</i>	<i>N/A</i>
<i>Original Budget:</i>	<i>\$2,443,441.00</i>
<i>Current Remaining Budget:</i>	<i>\$309,229.35</i>
<i>Requested Amount:</i>	<i>\$40,081.60</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$269,147.75</i>
<i>30-Day Cancellation:</i>	<i>N/A</i>

3. **ADECA Project Operation Python Phase II Grant**

*Project Operation Python Phase II estimated start date October 1, 2019 through September 30, 2020. This Grant is from the Department of Justice Project Safe Neighborhoods Initiatives. The Sheriff's Office applied for the same Grant approved by the Commission on July 25, 2019.*

## **EMERGENCY MANAGEMENT AGENCY**

No items submitted.

## **GENERAL SERVICES**

1. **Mechanical Asset Project - Deductive Change Order #1**

This is a Summary Deductive Change Order #1 reconciling CCD's for the FY2020 Mechanical Asset project.

<i>Contract Term:</i>	<i>6 months</i>
<i>Original Budget:</i>	<i>\$9,473,050.00 - FY 2020</i>
<i>Current Remaining Budget:</i>	<i>N/A -FY 2020</i>
<i>Requested Amount:</i>	<i>(\$19,695.00)</i>



<i>Remaining Budget after Requested Amount:</i>	<i>N/A - FY 2020</i>
<i>30 Day Cancellation:</i>	<i>No. Termination as provided in Article 14 of AIA</i>
<i>Document A201-2017.</i>	

## **HUMAN RESOURCES**

### **1. Employment Agreement - Deputy Director of the Youth Detention Center**

This is an amendment to the Employment Contract for the position of Deputy Director of Youth Detention between Jefferson County Commission and Juan Sepulveda.

## **LAW LIBRARY**

No items submitted.

## **GENERAL RETIREMENT SYSTEM OF JEFFERSON COUNTY**

No items submitted.

## **PERSONNEL BOARD OF JEFFERSON COUNTY**

No items submitted.

## **PROBATE COURT**

No items submitted.

## **REVENUE**

No items submitted.

## **TAX ASSESSOR**

No items submitted.

## **TAX COLLECTOR**

No items submitted.

## **TREASURER**

No items submitted.

## **DISTRICT 4 REPORT/OTHER BUSINESS**

### **1. Community Grant - American Red Cross**

Community Grant funds to assist the American Red Cross in providing safe shelter, hot meals, emotional support, and recovery recourses, to communities in Jefferson County.

<i>Contract Term:</i>	<i>Per Agreement</i>
<i>Original Budget:</i>	<i>\$200,000.00</i>
<i>Current Remaining Budget:</i>	<i>\$119,832.00</i>
<i>Requested Amount:</i>	<i>\$ 10,000.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$109,832.00</i>
<i>30 Day Cancellation:</i>	<i>Per Agreement</i>

2. **Community Grant - Just Keep Smiling**

Community Grant funds to assist in its mission to help support families with critically ill children.

<i>Contract Term:</i>	<i>Per Agreement</i>
<i>Original Budget:</i>	<i>\$200,000.00</i>
<i>Current Remaining Budget:</i>	<i>\$104,832.00</i>
<i>Requested Amount:</i>	<i>\$ 3,000.00</i>
<i>Remaining Budget after Requested Amount:</i>	<i>\$101,832.00</i>
<i>30 Day Cancellation:</i>	<i>Per Agreement</i>

3. Acknowledgement of E-911 Board Re-appointment - Mayor Steve Parsons
4. Jefferson County School Dist.G-1 (Gardendale) - **Public Hearing** - Ad Valorem Tax Adjustment
5. Trussville City BOE - **Public Hearing** - Ad Valorem Tax Adjustment
6. Midfield City BOE - **Public Hearing** - Ad Valorem Tax Adjustment

## **INFORMATION TECHNOLOGY & ECONOMIC DEVELOPMENT COMMITTEE**

### **ECONOMIC DEVELOPMENT**

No items submitted.

### **INFORMATION TECHNOLOGY**

No items submitted.

### **DISTRICT 5 REPORT/OTHER BUSINESS**

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Environmental Services		BID:No		
<b>Department Contact</b>	David Denard, Director		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7094	<b>Contract Name/ID:</b> ITPipes - CCTV Software Subscription and Remote Support - 2021/7094		<b>Amount:</b> \$63,000.00		
Date Start:	<b>Contract Type:</b> Expenditure				
Date End:					
<b>CANCELLATION TERMS:</b>	Yes				
<b>Funding Sources</b>	<b>Org Code:</b> 60407270	<b>Object:</b> 510900	<b>Grant Number:</b> N/A		
<b>For Expenditures:</b>	<b>Original Budget:</b> \$170,717,761.00	<b>Current Remaining:</b> \$113,460,826.00	<b>After Execution:</b> \$113,447,826.00		
<b>Contractor:</b>	ITPipes				
<b>Remittance Address:</b>	4921 Alexander Blvd. N.E Albuquerque, NM 87107				
<b>Taxpayer ID#</b>	N/A		<b>Vendor ID#</b> N/A		
<b>Dept Contact Person:</b>	Brian Rohling	<b>Email</b> :	<a href="mailto:rohlingb@jccal.org">rohlingb@jccal.org</a>	<b>Phone</b> :	205-521-7512
<b>Contractor Contact Person:</b>	Carrie Bugner	<b>Email</b> :	<a href="mailto:carrie@itpipes.com">carrie@itpipes.com</a>	<b>Phone</b> :	505-355-1354
<b>Contract Description:</b>	Agreement to provide a three-year subscription with remote support for ITPipes software utilized for sewer CCTV inspections.				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	Monthly				

STATE OF ALABAMA)

JEFFERSON COUNTY)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is authorized to execute an agreement between Jefferson County and Infrastructure Technologies, LLC, DBA ITpipes in the amount of \$63,000.00 to provide a three-year subscription with remote support for their ITpipes software utilized for sewer CCTV inspections.



## Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classandcomp@pbjcal.org](mailto:classandcomp@pbjcal.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Contract Term (in years): \_\_\_\_\_  
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: \_\_\_\_\_  
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐  
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐  
 If this is a renewal, on what date was the original contract approved by the Personnel Board? \_\_\_\_\_  
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,  
 what was the termination date of the contract or last renewal? \_\_\_\_\_

### NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

### RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ \*No ☐  
 \*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?  
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):  
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).  
☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:

☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).

☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).

\*If "Sporadically performed," please describe the sporadic nature of the work:

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6. The work/service to be performed under this contract: (indicate most appropriate response)

☐ Has not been performed prior to the establishment of this contract.

☐ Has been performed previously through other contracts.

☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes\* ☐ No ☐

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

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8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes\* ☐ No ☐

\*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

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9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes\* ☐ No ☐

\*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

\*Per PBJC staff direction, no additional documentation is provided since cost effectiveness is not the primary justification for contracting these services.

Form completed by (name): \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Jurisdiction (City/County/Agency): \_\_\_\_\_ Appointing Authority Signature: \_\_\_\_\_

Revised 5/5/2020

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO:

### SERVICES CONTRACT

#### SOFTWARE SERVICE LEVEL SUPPORT AGREEMENT AND SUBSCRIPTION

**THIS AGREEMENT**, by and between **Jefferson County, Alabama**, hereinafter called "the County", and **Infrastructure Technologies. DBA ITpipes, LLC.** located at 4921 Alexander Blvd NE, Suite B, Albuquerque, NM, 87107 hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission approval.

**WHEREAS**, the County desires to contract for the Service Level Agreement and Software Subscription for ITpipes software in use on Environmental Services Department TV Inspection vehicles.

**WHEREAS**, the Contractor desires to furnish said software support and subscription services to the County;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** The Contractor shall provide all necessary software support and subscription services provided under this Contract as required by Jefferson County. The Contractor shall do, perform, and carry out in a satisfactory and proper professional manner the services and tasks listed in the Service Level Agreement & Software Subscription (Exhibit A).
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render services to Jefferson County at any time after the effective date of this Contract. The completion date of all services under this Contract is not to exceed one (3) years after Commission approval with the option to renew the Service Level Support Agreement and Subscription.
4. **COMPENSATION:** Total compensation to contractor including costs for all services is \$63,000.00. All pricing for services under this contract is listed in **Exhibit A**.
5. **ACT 2016-312:** Contractor certifies that it is not currently engaged in, and for the duration of this Agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state may enjoy open trade.
6. **AMENDMENT OF AGREEMENT:** This Agreement contains the entire understanding of the parties, and no change of any term or provision of the Agreement shall be valid or binding unless so amended by



STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO:

**SERVICES CONTRACT**  
**SOFTWARE SERVICE LEVEL SUPPORT AGREEMENT AND SUBSCRIPTION**

written instrument which has been executed or approved by Contractor and the County. Any such amendment shall be attached to and made a part of this Agreement. A written request must be made to the County and, if approved by the County, an amended Agreement will be executed.

7. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of the County. Should the Personnel Board authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
8. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination. Upon such termination Contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.
9. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama.
10. **HOLD HARMLESS AND INDEMNIFICATION:** If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence. Before beginning work, Contractor shall file with the County a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby. Liability insurance coverage must be no less than \$1,000,000. During performance the Contractor must effect and maintain insurance from a company licensed to do business in the State of Alabama.

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO:

### SERVICES CONTRACT

#### SOFTWARE SERVICE LEVEL SUPPORT AGREEMENT AND SUBSCRIPTION

11. Coverage required includes 1) Commercial General Liability; 2) Comprehensive Automobile Liability; 3) Worker's Compensation and Employer's Liability.
12. **INDEPENDENT CONTRACTOR:** The Contractor acknowledged and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the Jefferson County Commission will not be obligated for same under this contract.
13. **INSURANCE:** Insurance will be written by companies authorized to do business in Jefferson County, Alabama. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) days after purchase order date. Contractor must have adequate General and Professional liability insurance of \$1,000,000 per occurrence.
14. **INVOICING:** All invoices must agree with the purchase order in description and price and include the following information: 1) Purchase Order Number; 2) Ship-to-Department name and address. In order to ensure prompt payment, **ALL ORIGINAL INVOICES** must be sent to:  
  
Jefferson County Commission  
Finance Department  
Room 820 County Courthouse  
716 Richard Arrington, Jr. Blvd. North  
Birmingham, AL 35203
15. **LIABILITY:** The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**. The Contractor will indemnify and hold harmless the **COUNTY**, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
16. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
17. **NON-DISCRIMINATION POLICY:** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or

STATE OF ALABAMA)  
JEFFERSON COUNTY)

CONTRACT NO:

### SERVICES CONTRACT

#### SOFTWARE SERVICE LEVEL SUPPORT AGREEMENT AND SUBSCRIPTION

veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. **PAYMENT TERMS:** Net 30 Days upon Receipt of an accurate invoice.
19. **STATEMENT COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** 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.
20. **STATEMENT OF CONFIDENTIALITY:** Contractor agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law.
21. **TERMINATION OF CONTRACT:** This contract may be terminated by the County with a thirty (30) day written notice to the other party regardless of reason. Any violation of this Agreement shall constitute a breach and default of this Agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments for any product not received.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

INFRASTRUCTURE TECHNOLOGIES, LLC, DBA ITpipes

By: Cori J. Criss, President Date: April 13, 2021

JEFFERSON COUNTY, ALABAMA:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

Attachment: ITpipes - Agreement (7094 : ITpipes - CCTV Software Subscription and Remote Support - 2021)



## EXHIBIT A



## **Service Level Agreement & Software Subscription**

### **Service Level (SLA):**

The purpose of this Service Level Agreement (SLA) is to define expectations for software support provided by ITpipes (VENDOR) to **Jefferson County, AL** (CLIENT). This is the governing Agreement between VENDOR and CLIENT dated \_\_\_\_\_.

### **VENDOR Level of Service - Requirements**

The VENDOR does require remote access for any software application troubleshooting.

- The VENDOR uses Zoho Assist for remote access, generate a unique remote session id, allows login to the client system at admin user level. Our remote sessions do not provide remote access user control, this is an assistance type application that must be initiated and accessed by the user.
- The VENDOR does have Gotomeeting as a backup solution for remote access.
- The VENDOR does require the CLIENT to keep a trained user to help with service or support on the CLIENT side.

### **Software Application - Technical Issue Severity**

The VENDOR defines technical issues as Severity 1 to 3, with a description of each severity below.

- Severity 1-This is a critical, urgent request and is prohibiting field inspections from being performed. Remote access is required to work on this severe issue.
- Severity 2-This is an important request and is affecting performance of ITpipes and or impacting usage for field or office users. Remote access is required to work on this severe issue.
- Severity 3-This is a request that would improve usability. Remote access may be required to work on this severe issue.

### **Service Level Responsiveness**

Timeliness for a response varies based on the technical issue's level of severity, as follows:

Severity 1: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within eight (8) hours. The VENDOR will continue to provide best efforts to resolve Severity 1 problems in less than 3 business days. The resolution may be delivered to Client as a work-around or as an interim software release. If ITpipes delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: The VENDOR will provide a response by a qualified staff member to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within twelve (12) hours. The VENDOR will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution will be delivered to the Client in the same format as Severity 1 problems. If The VENDOR delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.



Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. The VENDOR will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

### **Software Subscription (SSA):**

This Agreement permits CLIENT to receive and use VENDOR services and platforms that VENDOR makes available for a fee and sets forth the terms and conditions under which they will be delivered and paid for. This Agreement will govern CLIENT's services on the Effective Date as well as any future orders placed by CLIENT that reference this Agreement.

### **Definitions:**

- "Availability" means, with respect to a particular Subscription, the periods when the Customer, which for the sole purposes of the SLA shall include Consultant of Customer, can access all material portions of such Subscription outside of (a) Scheduled Maintenance or
- "Business Hours" means 7 am to 5 pm (Mountain Time), Monday through Friday. This excludes major holidays, and if a holiday falls on a weekend, the preceding Friday.
- "Order Form" is a product list with pricing identifying specific subscription products that are part of the CLIENT Software Subscription Agreement.
- "Scheduled Maintenance" means a period during which VENDOR performs maintenance activities of the Subscription, during which availability of all or part of the Subscription is suspended. Scheduled Maintenance includes, without limitation, database index rebuilding, hardware upgrades, software upgrades, and network upgrades, as applicable.
- "Special Maintenance" means a period during which VENDOR may suspend availability of the Subscription, in whole or in part, in order to address a Severity 1 Error.
- "Severity 1 Error" means a security or other performance issue which may impact one or more client's use of or access to the Subscription and ultimately may impact the availability of the Subscription.



**Software Support Services:**

VENDOR and CLIENT agree that VENDOR will provide telephone software support during Business Hours, by CLIENT calling (505) 341.0109 or 877-itspipes. This includes support for software technical issues, access to download updates via the VENDOR website. Only CLIENT employees that have been through and received software training from VENDOR are able to call in for support using this AGREEMENT. CLIENT employees that are not trained from VENDOR will have a maximum of 2 calls available before the untrained person will be referred back to CLIENT trained personnel for support and CLIENT will be notified in writing when/if this occurs.

**Effective Dates:**

Service Level Agreement (AGREEMENT) begins upon term outlined in Attachment A. This AGREEMENT will expire at the end of the term defined in Addendum A. The AGREEMENT does automatically renew until the defined expiration date in Addendum A.

**Fees & Terms:**

AGREEMENT includes software service and support for the term of agreement, with a maximum of 16 hours live telephone support per month, provided in minimum 15 minute increments, for the annual period as defined in the invoice. Any other hardware, software and/or other products requested by CLIENT will be charged to CLIENT by VENDOR as specified in separately quoted fees and terms. Future AGREEMENTS may be subject to different fees and terms. The fee for annual support is shown on the ORDER FORM.

**Optional Services:**

With this Agreement, CLIENT has the option to purchase or add-on services. These are included on Attachment A.

**Cancellation:**

Either party may cancel the SERVICE AGREEMENT by written notice to the other at the above addresses. The unused portion of the SERVICE AGREEMENT, if any, is non-refundable. Should the vendor cancel the SERVICE AGREEMENT, the unused portion, if any, is refundable upon request. VENDOR and/or CLIENT shall provide a minimum of 60 days written notice prior to the effective date of cancellation.

**Technology:**

CLIENT may access and use the VENDOR platform and related software as described on Attachment A (the "Software Subscription Terms & Payment Schedule"). VENDOR retains all right, title, and interest in and to the Platform, including without limitation all software incorporated into or used by the Platform, and this Agreement does not grant CLIENT any intellectual property rights in the Platform or any of its components.

**License:**

VENDOR hereby grants CLIENT a nonexclusive license to use the Licensed Product, provided: (a) CLIENT may give no more concurrent users access to the Licensed Product than defined in Attachment A; (b) CLIENT uses the license solely for the CLIENT's internal business operations; and (c) CLIENT complies with the other restrictions set forth in this agreement.

**Standard End User Restrictions:**

Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and CLIENT receives no title to or ownership of any copy or of the Software itself. Furthermore, CLIENT receives no rights to the Software other than those specifically granted in this Agreement. Without limiting the generality of the foregoing, CLIENT shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.

**Data:**

CLIENT does own their data and can export or download that data at any time into a Microsoft Access ODBC database. This includes any data files such as database, related media files, related PDF reports, etc.

**Cloud Services:**

Subscriptions. VENDOR retains all right, title, and interest in and to the System, including without limitation, all computers, other hardware, and software incorporated into or used by the System, and this Agreement does not grant CLIENT any intellectual property rights in the System or any of its components.

**Warranty:**

VENDOR represents and warrants that, during the Subscription period, the Platform will perform materially according to its documentation issued by VENDOR. This warranty does not apply if the Subscription is not administered by CLIENT in accordance with this Agreement or any applicable instructions and training provided by VENDOR. If the Subscription fails to operate as warranted in this Section and CLIENT notifies VENDOR in writing of the nature of the non-conformance ("Notice"), VENDOR will use commercially reasonable efforts to promptly repair or replace the non-conforming Subscription without charge. If, after a reasonable opportunity to cure, VENDOR does not remedy the non-conformance, CLIENT may, no later than sixty (60) days after giving the Notice, terminate the Subscription portion and receive, upon CLIENT request and VENDOR approval, a refund of the prepaid Subscription fees for the period following the date of Notice. The foregoing provides CLIENT's sole remedy for breach of the exclusive warranty.



**Independent Contractor:**

VENDOR is an independent contractor and nothing in this Agreement will be deemed to make VENDOR an agent, employee, partner, or joint venture of CLIENT. VENDOR will have no authority to bind, commit, or otherwise obligate CLIENT in any manner whatsoever.

**Liability:**

Liability Cap. In no event will VENDOR, VENDOR's Licensors, or Consultants be liable under any theory of liability, for damages which, in the aggregate, exceed the amount of fees paid by CLIENT for the subscription and services giving rise to such damages in the one (1) year period prior to the claim.

**Disclaimer of Damages:**

In no event will VENDOR, VENDOR's licensors, or consultants be liable for any special, incidental, indirect, exemplary, punitive, or consequential damages including, but not limited to, business interruption or lost profits, even if notified of the possibility of such damage, and notwithstanding the failure of essential purpose of any remedy.

**Force Majeure:**

Except for CLIENT's payment to VENDOR for this agreement, neither party will be liable to the other party for any delay or failure of VENDOR to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of such other party. Such causes include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by CLIENT in providing required resources or support or performing any other requirements hereunder.

**Severability and Reformation:**

Each provision of this Agreement is a separately enforceable provision. If any provision of this Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for this Agreement to remain in effect in accordance with its terms as modified by such reformation.

**Assignment:**

In the event of CLIENT's acquisition of, or merger with, a third party CLIENT may continue to use the VENDOR Technology and the obligations and rights of CLIENT under this Agreement will apply to, and may be exercised only in connection with, the operations of CLIENT as they existed on the date prior to the acquisition or merger. CLIENT may not otherwise assign this Agreement or otherwise transfer any rights hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of VENDOR. Any assignment or transfer in violation of this Section will be null and void.



### Dispute Resolution:

Any dispute between the parties arising out of this Agreement will be first submitted to senior management of both parties for a good faith attempt at amicable resolution. If the parties cannot settle the dispute within thirty (30) days after such meeting of senior management, the dispute will be mediated in confidential mediation proceedings by a mutually acceptable mediator to be chosen by VENDOR within thirty (30) days after written notice by either party demanding mediation. VENDOR and CLIENT will equally share costs of the mediation. The use of any of the above-mentioned procedures will not be construed under the doctrines of laches, waiver, or estoppel to affect the rights of either party adversely. Nothing in this Section will prevent VENDOR from collecting fees due under Section 3, nor will it prevent either party from resorting to judicial proceedings, if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful; (b) the claim or dispute involves intellectual property rights; or (c) interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others.

### Entire Agreement.

This Agreement, with Attachment A contains the entire agreement of the parties on the subject matter hereof, and may be amended only by execution of an additional written and signed agreement.

CLIENT Name: \_\_\_\_\_

VENDOR: Infrastructure Technologies, LLC.  
Dba ITpipes

Printed Name: \_\_\_\_\_

Printed Name: Cori J. Criss

Contact Title: \_\_\_\_\_

Contact Title: President

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: April 13, 2021

Dated Effective: \_\_\_\_\_



### **Attachment A: Software Subscription Terms & Payment Schedule**

**Payment and Term:** This is a **3** year minimum commitment. CLIENT shall pay VENDOR the following minimum total amount **\$63.000** for use of the Platform.

**Subscription:** This includes licensing for the following:

- ITpipes Web - **2** users
- ITpipes Sync - **8** units
- ITpipes Mobile - **8** units
- ITpipes Inspection View - unlimited users
- Service Level Agreement
- Integration to Cityworks

### **Software Subscription Term & Payment Schedule:**

Due Date	Payment Amount*	Renew Annually/ No committed SSA.*	3 year	5 year with pay prior to expiration	Fee Schedule
Initial Implementation	Completed				Due upon implementation completion.
Year 1	\$13,000				Due March 31, 2021
Year 2	\$25,000				Due March 31, 2022
Year 3	\$25,000				Due March 31, 2023
Total	\$63,000				

\*If there is no committed/confirmed contract for 3 years or more, the price increases annually based on the consumer price index increase or 5%, whichever is higher. ITpipes, upon annual renewal, emails record of current pricing and upon renewal approval, provides an invoice.





### Optional Services:

CLIENT shall pay VENDOR for additional products or services purchased outside the quote at the agreed upon rates shown below.

Services and/or Add-on Items (purchased as needed)	Payment Amount*	Term
Hourly Rate, 4 hour block Consulting Tier 1	Hourly Rate for Services outside standard Service Level Agreement Scope, but performed online by technical support: to be used in minimum one hour increments	\$600 per 1, 4 hour block
Hourly Rate, 4 hour block Consulting Tier 2	Hourly Rate for online Project Management or Advanced Services: to be used in minimum one hour increments	\$600 per 1, 4 hour block
Hourly Rate, 4 hour block Consulting Tier 3	Hourly Rate for web development and/or programming, i.e. Sausalito Lateral Web Review Page	\$1,120 per 1, 4 hour block
On-site	Per day rate with advance scheduling/flexibility required, 2 days minimum and travel costs may be associated if under 3 days minimum.	\$3,300 (2 days required minimum)
Upgrade from ITpipes Desktop to ITpipes Mobile Setup	This is a per truck rate for initial setup of upgrading an existing desktop user license. This does require an annual subscription including for year 1 a subscription is needed.	\$3,500 per setup
ITpipes Mobile Setup - per license	This is a per truck rate for initial setup of a new license. This does require an annual subscription including for year 1 a subscription is needed.	\$5,000 per setup



ITpipes Mobile Subscription - per unit	This is a flat annual subscription rate per CCTV unit.	\$2,250 annually
ITpipes Web Initial Setup	This is an initial setup cost for ITpipes Web and requires a subscription.	\$3,500 per setup
ITpipes Web User Subscription	This is a flat annual subscription rate for an ITpipes Web concurrent user.	\$2,250 annually
ITpipes Cloud Hosting Subscription	This includes up to 1 TB cloud hosting per terabyte. (There is no setup cost for this.)	\$3,000 annually
ITpipes Sync Setup	This is a per instance sync setup for system to system. For example from ITpipes to Cityworks or from ITpipes Mobile to ITpipes Web.	\$2,500 per instance
ITpipes Sync Instance Subscription	This is a flat annual subscription rate for an ITpipes Sync instance.	\$500 annually
ITpipes integration to Asset Management System	This is a per instance setup cost for integration between ITpipes and an AMS, such as Cityworks.	\$3,500 per instance
ITpipes integration to Asset Management Subscription	This is a flat annual subscription rate for ITpipes integration to an AMS, such as Cityworks.	\$3,500 annually

-The End-

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Environmental Services		BID:No		
<b>Department Contact</b>	David Denard, Director		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7193	<b>Contract Name/ID:</b> Jacobs - Amendment 1 to the WRF Operator Certification Training/7193		<b>Amount:</b> \$12,000.00		
<b>Date Start:</b>	<b>Contract Type:</b> Expenditure				
<b>Date End:</b>					
<b>CANCELLATION TERMS:</b>	Yes 30 Day				
<b>Funding Sources</b>	<b>Org Code:</b> 60407100	<b>Object:</b> 514010	<b>Grant Number:</b> N/A		
<b>For Expenditures:</b>	<b>Original Budget:</b> \$170,717,761.00	<b>Current Remaining:</b> \$89,979,731.00	<b>After Execution:</b> \$89,967,731.00		
<b>Contractor:</b>	Jacob Engineering Group, Inc.				
<b>Remittance Address:</b>	2112 Eleventh Avenue South Suite 320 Birmingham, AL 35205				
<b>Taxpayer ID#</b>	N/A		<b>Vendor ID#</b> N/A		
<b>Dept Contact Person:</b>	Margaret Tanner	<b>Email</b> :	<a href="mailto:tannerma@jccal.org">tannerma@jccal.org</a>	<b>Phone</b> :	205-325-5122
<b>Contractor Contact Person:</b>	Jeff Jones	<b>Email</b> :	N/A	<b>Phone</b> :	205-209-3011
<b>Contract Description:</b>	Amendment 1 adds funding to cover the increased cost to complete the certification training courses due to the pandemic. The amendment also extends the completion time for the contract to June 30, 2021.				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	Monthly				

STATE OF ALABAMA)

JEFFERSON COUNTY)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is authorized to execute Amendment 1 between Jefferson County and Jacobs Engineering Group, Inc. in the amount of \$12,000.00 to provide for the increased costs associated with the delayed completion of Wastewater Operator Grade III and Grade IV certification training courses due to the pandemic. The amendment also increases the time for completion of the Grade IV instruction to June 30, 2021. The amendment increases the total cost of the contract to \$186,675.

## CONTRACT AMENDMENT 1

**THIS AMENDMENT** to the Contract between the Jefferson County Commission, Alabama, "the County" and Jacobs Engineering Group Inc. located at 2112 Eleventh Avenue, Suite 320 , BIRMINGHAM, AL 35205, "the Contractor" to provide "PROFESSIONAL CONSULTING SERVICES FOR THE OPC2 CERTIFICATION TRAINING PROGRAM". Original contract was approved by the Jefferson County Commission on February 21, 2019 and recorded in Minute Book 173, Page 75.

### WITNESSETH:

**WHEREAS**, Jacobs Engineering Group Inc. (CONSULTANT) is currently implementing Contract Number 20190487 for Professional Consulting Services for the OPC2 Certification Training Program for Jefferson County (COUNTY). The Notice-To-Proceed for this Contract was issued on April 1, 2019 and the work was to be completed during the Spring of 2020 Semester; AND

**WHEREAS**, In March 2020, as a result of the COVID-19 Pandemic, the Centers for Disease Control and Prevention (CDC) and State and Local Public Health Departments issued orders preventing group meeting settings thereby preventing classes from being taught. As a result, the completion of the Grade III Course was delayed and the start-up of Grade IV was delayed until February 2021 resulting in additional program costs. The Grade IV Course is currently underway and is scheduled to be completed in May 2021;

**NOW, THEREFORE**, in consideration of the above, the parties hereto agree as follows:

#### AMEND TERM OF CONTRACT:

The Contract time is revised such that the delivery of the Grade IV Course (the final course) is to be completed by June 30, 2021.

#### AMEND COMPENSATION:

To compensate for additional annual license fees and labor costs, this amendment increases the contract amount by \$12,000. The total contract amount after amendment approval will be \$186,675.

All other terms and conditions of the original contract remain the same.

#### CONTRACTOR:

By:   
 Authorized Representative for Contractor  
 Jacobs Engineering Group Inc.

Date: April 13, 2021

#### JEFFERSON COUNTY, ALABAMA

By: \_\_\_\_\_  
 James A. "Jimmie" Stephens, President  
 Jefferson County Commission

Date: \_\_\_\_\_





## Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classandcomp@pbjcal.org](mailto:classandcomp@pbjcal.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Contract Term (in years): \_\_\_\_\_  
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: \_\_\_\_\_  
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐  
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐  
 If this is a renewal, on what date was the original contract approved by the Personnel Board? \_\_\_\_\_  
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,  
 what was the termination date of the contract or last renewal? \_\_\_\_\_

### NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

### RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? Yes ☐ \*No ☐  
 \*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?  
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):  
☐ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:  
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).  
☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).
- \*If "Sporadically performed," please describe the sporadic nature of the work:

- 
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes\* ☐ No ☐

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

- 
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes\* ☐ No ☐

\*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

- 
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes\* ☐ No ☐

\*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

-----

Form completed by (name): \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Jurisdiction (City/County/Agency): \_\_\_\_\_ Appointing Authority Signature: \_\_\_\_\_

Revised 5/5/2020

## JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT  
 LASHUNDA SCALES  
 SHELIA TYSON  
 STEVE AMMONS  
 T. JOE KNIGHT

## TONY PETELOS

CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT  
 Suite A300  
 716 Richard Arrington, Jr. Blvd. N  
 Birmingham, Alabama 35203  
 Telephone (205) 325-5496  
 FAX (205) 325-5981

September 3, 2019

Jeff Jones  
 Jacobs Engineering Group, Inc.  
 The Plaza Building  
 2112 Eleventh Avenue, Suite 320  
 Birmingham, Alabama 35205

**RE: Operator Certification Training Program**  
**Contract Number 20190487**

Dear Mr. Jones:

This letter is to correct the contract number for the above agreement. The previous contract number #20190280 submitted on April 1, 2019 along with the agreement was incorrect. Please use contract #20190487 with all future submittals.

To help us serve you better, please include the above contract number on all your invoices.

Should you have any questions, please do not hesitate to give me a call at (205) 325-5122.

Sincerely,

Margaret Tanner, Deputy Director  
 Environmental Services Department

MT/jm  
 Enclosure  
 cc: File

## JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS - PRESIDENT  
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ENVIRONMENTAL SERVICES DEPARTMENT  
 SUITE A300  
 716 Richard Arrington Jr. Blvd. N  
 Birmingham, Alabama 35203  
 Telephone (205) 325-5496  
 Fax (205) 325-5981

April 1, 2019

Jeff Jones  
 Jacobs Engineering Group, Inc.  
 2112 Eleventh Avenue South  
 Suite 320  
 Birmingham, AL 35205

RE: NOTICE-TO-PROCEED  
 Operator Certification Training Program  
Contract Number 20190280

Dear Mr. Jones:

Please find enclosed one (1) copy of the above referenced Agreement with Jacobs Engineering Group, Inc. which has been fully executed and approved on February 21, 2019. Receipt of this letter should serve as your Notice-to-Proceed with the scope of work identified in the agreement.

To help us serve you better, please include the above contract number on all your invoices.

Should you have any questions, please do not hesitate to give me a call at (205) 325-5122.

Sincerely,

Margaret Tanner, Deputy Director  
 Environmental Services Department

DG/jm

Enclosure

cc: File

Attachment: Jacobs - Operator Certification Course Original Contract (7193 : Jacobs - Amendment 1 to the WRF Operator Certification

20190280 ~~PO~~  
Contract#  
PO

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Environmental Services		BID: No	
<b>Department Contact</b>	David Denard,		<b>Phone Number:</b>	
<b>Contract Info#:</b> 3265	<b>Contract Name/ID:</b> Jacobs Engineering Group, Inc.-Operator Certification Training Program/3265		<b>Amount:</b> \$174,675.00	
<b>Date Start:</b> 03/1/19	<b>Contract Type:</b> Expenditure			
<b>Date End:</b> 03/1/21				
<b>CANCELLATION TERMS:</b>	Yes			
<b>Funding Sources</b>	<b>Org Code:</b> 60407100	<b>Object:</b> 514010	<b>Grant Number:</b> NA	
<b>For Expenditures:</b>	<b>Original Budget:</b> \$15,948,423.00	<b>Current Remaining:</b> \$13,946,017.00	<b>After Execution:</b> \$13,771,342.00	
<b>Contractor:</b>	Jacobs Engineering Group, Inc.			
<b>Remittance Address:</b>	2112 Eleventh Avenue South, Suite 320 Birmingham, Alabama 35205			
<b>Taxpayer ID#</b>	NA		<b>Vendor ID#</b> NA	
<b>Dept Contact Person:</b>	Margaret Tanner	<b>Email</b> : <a href="mailto:ltannerma@jccal.org">ltannerma@jccal.org</a>	<b>Phone</b> :	2053255122
<b>Contractor Contact Person:</b>	Jeff Jones	<b>Email</b> : NA	<b>Phone</b> :	2052093011
<b>Contract Description:</b>	Professional Consulting Services for the OPC2 Certification Training Program			
<b>BID/RFP Number (if item/service was not bid, give detailed explanation)</b>	NA			
<b>Payment Terms:</b>	Monthly			



STATE OF ALABAMA)

JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute a two-year agreement with Jacobs Engineering Group, Inc. in the requested amount of \$174,675 to provide academic services for the ESD WRF Operator Apprenticeship Program to include preparation of classroom training materials, classroom teaching, grading practice exams, and tutoring apprentice candidates.

APPROVED BY THE  
JEFFERSON COUNTY COMMISSION  
DATE: 2/21/19 155  
MINUTE BOOK: 173  
PAGE(S): 75

## Professional Consulting Services for the OPC2 Certification Training Program

This AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Jefferson County (COUNTY) in the State of Alabama as Party of the First Part, hereinafter referred to as the COUNTY and JACOBS ENGINEERING GROUP, Inc., as Party of the Second Part, hereinafter referred to as the CONSULTANT.

WHEREAS, the said CONSULTANT has agreed and by these presents does agree with the COUNTY for the consideration hereinafter mentioned with payment to be administered by the COUNTY to provide professional consulting services for the development and implementation of the OPC2 Operator Certification Training Program (PROGRAM).

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

### Article I - Scope of Work

#### Section 1 - Obligation of CONSULTANT to COUNTY

The CONSULTANT will perform the professional consulting services as described in Exhibit A.

The CONSULTANT, in the accomplishment of work under this AGREEMENT, shall meet the requirements for conformance with the standards adopted by the COUNTY and shall ascertain the written practices of the Jefferson County Environmental Services Department (ESD) prior to beginning any of the work required under this Agreement. All work under this AGREEMENT shall be performed in accordance with these standard practices and any special requirements hereinafter set forth.

#### Section 2 - Obligation of the COUNTY to the CONSULTANT

It is understood that the COUNTY will:

1. Furnish full information as to its requirements for the project.
2. Assist the CONSULTANT by placing at their disposal all available information
3. Designate a project manager to coordinate CONSULTANT's work and to assist as COUNTY's representative with respect to the work to be performed under this AGREEMENT.
4. Provide access to the COUNTY's treatment, administration and laboratory facilities for the CONSULTANT to enter as required for the CONSULTANT to perform their work under this AGREEMENT.
5. Examine and review all classroom content and teaching materials prior to being submitted to the Alabama Department of Environmental Management (ADEM) for final approval as well as prior to presenting class materials to students. Also, the COUNTY will agree to promptly review contract revisions, change orders, and other documents presented by the CONSULTANT and render decisions in writing pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

6. Attend workshop and progress meetings.
7. Give prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defect or inadequacy in the PROGRAM.

### **Section 3 - Conferences, Visits to Site, Inspection Work**

1. Conferences will be held at the request of either the COUNTY or the CONSULTANT to discuss matters pertinent to any phase of this PROGRAM.
2. Request for visits to the site may be by the COUNTY or the CONSULTANT in conjunction with any other party or parties.

## **Article II - Time of Beginning and Completion**

- A. The CONSULTANT agrees to start work on the professional services outlined under Article I of this AGREEMENT within one (1) day after receipt of written notice from the COUNTY to proceed. The COUNTY will not notify the CONSULTANT to commence work until this AGREEMENT has been formally approved by both parties.
- B. The Contract duration is expected to be initially eighteen (18) months with supplemental services provided up to three (3) years. The Contract shall remain in full effect until completion of the Scope of Work and acceptance of final payment by the CONSULTANT, up to the maximum term allowed by law
- C. In case the COUNTY deems it advisable or necessary in the execution of the work to make any alteration which will increase or decrease the scope of work outlined in this AGREEMENT, the time limits specified herein may be adjusted in accordance with Article IV, Section 1.

## **Article III - Payment**

### **Section 1**

For services performed by the CONSULTANT under this AGREEMENT, and as full complete compensation therefore, including all expenditures made and all expenses incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise provided herein, subject to and in conformity with all provisions of this AGREEMENT, the COUNTY will pay the CONSULTANT as follows:

Professional Consulting Services: The OPC2 Operator Training and Certification Program shall be billed on a Time and Material basis in an amount not to exceed \$174,675. The PROJECT labor rate schedule and sub consultant allowances for this PROJECT are included in Attachment 1.

The COST CEILING for this AGREEMENT shall not be exceeded except by a formal amendment to this AGREEMENT. Payments shall be made, not more often than once per month, in such amounts as evidenced by the submittal of vouchers and invoices by the CONSULTANT to the COUNTY, and other evidence of performance as the COUNTY may deem necessary. The COUNTY shall make payment to the CONSULTANT within thirty (30) days upon receipt of the payment request by the Finance Department.



**Section 2**

The acceptance by the CONSULTANT of the final payment shall constitute and operate as a release to the COUNTY for all claims and liability to the CONSULTANT, his representative and assigns for all things done, furnished or relating to the service rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof provided that no unpaid invoice exists because of extra work required at the request of the COUNTY.

**Article IV - Miscellaneous Provisions****Section 1 - Changes of Work**

If, during the term of this AGREEMENT, additional services are required of the CONSULTANT other than those specified above or major changes in the work become necessary or desirable, the COUNTY may order, in writing, the CONSULTANT to perform such services or make such changes. If the CONSULTANT is of the opinion that the work he has been directed to perform is beyond the scope of this AGREEMENT and constitutes extra work, the CONSULTANT will within ten (10) days notify the COUNTY in writing and receive approval from the COUNTY prior to performing such work. In the event the COUNTY determines that such work does constitute extra work, additional time for completion of contract may be given and payment for the additional work shall be negotiated by supplemental AGREEMENT prior to work being undertaken by the CONSULTANT.

Likewise, during the term of this AGREEMENT any service specified may be deleted and/or reduced at the discretion of the COUNTY. If such deletion or reduction becomes desirable, the CONSULTANT will be given advance notice and an equitable reduction in the CONSULTANT'S fee or cost ceiling will be made on a proportionate basis.

**Section 2 - COUNTY Ownership of Program Documents**

Upon completion of the work covered by this AGREEMENT, the CONSULTANT shall make available to the COUNTY all documents and data pertaining to the work or to the PROGRAM, which material shall become the property of the COUNTY. All data and materials collected and prepared or generated under this agreement between the CONSULTANT and the COUNTY shall be the property of the COUNTY and shall not be released to any other party without the consent of the Director.

**Section 3 - CONSULTANT's Endorsement**

Not Applicable.

**Section 4 - Delays and Extensions**

In the event that unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article II - Time of Beginning and Completion, the COUNTY may grant a time extension to any or all phases of the work, provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred.

### Section 5 - Termination or Abandonment

The COUNTY shall have the right to abandon this AGREEMENT or amend its project at any time, and such action shall in no event be deemed a breach of contract.

The COUNTY has the right to terminate this AGREEMENT at its sole discretion upon ten (10) days written notice to the CONSULTANT and make settlement with the CONSULTANT upon an equitable basis in accordance with the following. In determining the final compensation to the CONSULTANT, the COUNTY shall apply the following:

- No consideration will be given to profit which the CONSULTANT might have made on the uncompleted portion of the work.
- If the AGREEMENT provides for a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY establishing the percent of satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT multiplied by the contract amount, less any payments previously made.
- If the AGREEMENT does not provide a lump sum amount, final compensation to the CONSULTANT shall be determined by the COUNTY confirming all reimbursable costs incurred for satisfactory work performed by the CONSULTANT prior to the termination of the AGREEMENT, less any payments previously made.

### Section 6 – Termination of Contract for Breach

- A. The Contract may be terminated by the COUNTY for CONSULTANT's breach of any substantive provision of the Contract including, but not limited to, any of the following reasons:
  1. Substantial evidence and belief that the progress being made by the CONSULTANT is insufficient to complete the Work within the specified time.
  2. Deliberate failure on the part of the CONSULTANT to proceed with the Work when so instructed by the COUNTY or to observe any requirement of these Specifications.
  3. Failure on the part of the CONSULTANT to promptly make good any defects in the work that may be called to his attention by the COUNTY.
  4. In case the CONSULTANT becomes insolvent or is declared bankrupt, or allows any final legal judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
- B. Before the Contract is terminated, the CONSULTANT will first be notified in writing by the COUNTY of the conditions which make termination of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the CONSULTANT to correct the conditions for which complaint is made, the COUNTY may declare the Contract terminated and will notify the CONSULTANT accordingly.
- C. Upon receipt of notice from the COUNTY that the Contract has been terminated, the CONSULTANT shall immediately discontinue all operations, safely secure all items



of the Work, and remove his equipment. The COUNTY may then proceed with completion of the Work in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the Work (including all previous payments made to the CONSULTANT) will be computed and if this total cost is greater than the Contract price, the difference shall be paid to the COUNTY by the CONSULTANT.

### Section 7 – Controversy

In any controversy concerning a question of fact in connection with the work covered by this AGREEMENT, or compensation therefore, the decision of the Director of Environmental Services in the matter shall be final and conclusive for both parties.

### Section 8 - Responsibility for Claims and Liability

The CONSULTANT shall be responsible for direct damage to life and property due to its activities and that of its subcontractors, agents or employees in connection with its services under this AGREEMENT.

Neither the CONSULTANT nor the COUNTY shall be liable for any indirect, special, or consequential damages, under any theory of relief, including without limitation, breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, arising out or related to the CONSULTANT's or COUNTY's acts or omissions.

To the proportionate extent of the CONSULTANT's negligence, The CONSULTANT agrees to indemnify, hold harmless and defend the COUNTY, from and against any and all loss, expense against or imposed upon COUNTY because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of breach of any duty or obligation of the CONSULTANT included in this AGREEMENT, negligent acts, errors or omissions including engineering design even though such injuries or death or damage to property is claimed to be due to the negligent acts, errors or omissions of the CONSULTANT, his subcontractors, the contractor, his subcontractor, the COUNTY, its elected officials, officers or employees. Nothing contained in this paragraph should be construed to obligate CONSULTANT to indemnify the COUNTY for its own negligence, the negligence of its contractors or subcontractors or others.

CONSULTANT, without extra compensation, shall carry insurance of the kinds and in amounts set out below. All insurance shall be by companies authorized to do business in Alabama involving those types of insurance. Before beginning work, CONSULTANT shall file with the COUNTY a certificate from his insurer showing the amounts of insurance carried and the risk covered thereby or a copy of the required insurance policies.

General Liability and Property Damage.....	\$300,000.00
Automobile and Truck Bodily Injury Liability and Property Damage Liability Insurance .....	\$300,000.00
Workers Compensation.....	Statutory
Professional Liability Insurance.....	\$1,000,000.00

A thirty (30) day notification is required from the insurer to the COUNTY for any current or potential claim against the CONSULTANT that could affect the limits of their policy. Also, the CONSULTANT shall notify the COUNTY within 30 days about any present or future claims that could affect their policy limits. The foregoing Indemnity AGREEMENT shall not be limited by reason of any insurance coverage provided.

#### **Section 9 - General Compliance with Laws**

The CONSULTANT shall comply with the provisions of the Labor Law, all State Laws, Federal and Local Statutes, Ordinances and Regulations that are applicable to the performance of this AGREEMENT, and especially laws, ordinances and statutes prohibiting discrimination in employment of persons on account of race, creed, color or national origin, disability, and all applicable provisions of Title 6, *Code of Federal Regulations*, and procure all necessary licenses and permits.

#### **Section 10 – Subletting, Assignment or Transfer**

There shall be no subletting, assignment or transfer of the interests of the CONSULTANT in any of the work covered by this AGREEMENT without written consent of the COUNTY its successors or assigns. In the event the COUNTY gives such consent, the terms and conditions of this AGREEMENT shall apply to and bind the party or parties to whom such work is consigned, subject or transferred as fully and completely as the CONSULTANT is hereby bound and obligated. In the event the COUNTY is removed from its position, the CONSULTANT agrees to consent to the assignment of this contract to its successors, assigns or designees.

#### **Section 11 - Employment of COUNTY Workers**

The CONSULTANT shall not engage, on full or part time or other basis during the period of the AGREEMENT, any professional or technical personnel who are or have been at any time during the period of this AGREEMENT in the employ of the COUNTY, except regularly retired employees, without written consent of the public employer of such person.

The CONSULTANT warrants that he has not employed or retained any company, or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or at its discretion deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

No COUNTY official, or employee of the COUNTY, Jefferson County Commission official, or employee of the Jefferson County Commission shall be admitted to any share or part of this AGREEMENT, or to any benefit that may arise therefrom, except the use of the facility being designed as enjoyed by the general public.



## Section 12 - Control

All work by the CONSULTANT shall be done in a manner satisfactory to the COUNTY and in accordance with the established policies, practices, and procedures of the Jefferson County Environmental Services Department.

## Section 13 - Conditions Affecting Work

The CONSULTANT shall be responsible for having taken steps reasonably necessary to ascertain the nature, location, scope, and type of work hereunder and the general and local conditions which can affect the work or the cost hereof. Any failure by the CONSULTANT to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representation by any of its officials or agents prior to the execution of this AGREEMENT, unless such understandings or representation by the COUNTY are expressly stated herein. The CONSULTANT and subcontractor are to maintain all books, documents, papers, accounting records and other evidences pertaining to cost incurred for this project, and to make such material available at their respective offices at all times during the contract period and for three (3) years from the date of final payment of the COUNTY funds under the terms of the contract, for inspection by the COUNTY, or any authorized representative of the COUNTY, and copies thereof shall be furnished if requested.

During the performance of this contract, the CONSULTANT or itself, its assignees and successors in interest, agree as follows:

- Non-Discrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, disability, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by or pursuant to TITLE VI of the Civil Rights Act of 1964 or the Equal Opportunity provisions of Executive Order 11246 of September 24, 1965.
- Solicitations of Subcontractor, including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, or national origin.
- Sanctions of Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
  - Cancellation, termination or suspension of the contract, in whole or in part.

**Section 14 – Governing Law/Dispute Resolution**

The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, material and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.

**Section 15 - Statement of Compliance With Alabama Code Section 31-13-9**

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.

**Article V****Section 1 - Executory Clause**


The CONSULTANT specifically agrees that this AGREEMENT shall be deemed executory only to the extent of monies available and no liability shall be incurred by the COUNTY beyond the monies available for the purpose.

The CONSULTANT, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in a manner consistent with such status, that he will neither hold himself out as, nor claim to be an officer or employee of Jefferson County, Alabama or of the COUNTY by reason hereof, and that he will not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to any officer or employee of Jefferson County, Alabama or of the COUNTY, including, but not limited to workmen compensation coverage, or retirement membership or credit.

## Article VI

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures,  
CONSULTANT on the 16<sup>th</sup> day of January, 2019, and the COUNTY on the 21<sup>st</sup>  
day of February 2019.

JACOBS ENGINEERING GROUP, Inc.



David Stejskal, P.E. Principle-In-Charge

RECOMMENDED:

\_\_\_\_\_  
David Denard  
Director of Environmental Services

ATTEST:

JEFFERSON COUNTY COMMISSION



Minute Clerk



President

APPROVED BY THE  
JEFFERSON COUNTY COMMISSION  
DATE: 2/21/19 155  
MINUTE BOOK: 173  
PAGE(S): 75



## Exhibit A SCOPE OF SERVICES

The CONSULTANT will modify and enhance the operator training program developed in the previous OPC1 phase to provide three (3) individual training courses to prepare wastewater treatment plant operators to take the Grade II, III, and IV certification exams.

This training program is based on Association of Boards of Certification's (ABC's) *current Need-to-Know Criteria for Wastewater Treatment Operator Certification*

### Task 1 – Project Management

#### Subtask 1.1 - Workplan

CONSULTANT will develop standard internal planning materials for efficient execution of this agreement, including: the Project Execution Plan to define schedule, scope details, budgets, level of effort, filing and writing standards, and other practical aspects of project delivery; the project safety plan specific to the nature of field work expected for this project such as demonstrations with COUNTY staff of training concepts in a wastewater treatment plant setting, and office/training room setting;

#### Subtask 1.2 – Team Meetings

Periodic team meetings (bi-weekly or monthly) will be held internally to coordinate development and deployment of the training program, by Skype or conference call and in person as appropriate.

#### Subtask 1.3 - Invoicing and Contract Management

Monthly invoicing will be delivered to COUNTY, along with relevant progress reports and documentation of changes or adjustments as appropriate. Periodic in-person meetings with COUNTY staff by the CONSULTANT may also be held as required to ensure proper communication of the project.

#### Subtask 1.4 – Midterm Report

Midway through each course delivery, CONSULTANT will compile the knowledge checks feedback from all classes to date and within two weeks present a progress report. This report will summarize in detail the student passing rates, areas where students are excelling or struggling, instructor observations, and other indicators of the trajectory of the courses. CONSULTANT will also make suggestions for changes, such as more (or perhaps less) training time in certain topic areas to provide focus where unknown gaps are identified, or even the addition of new modules of particular interest to operators.



### Subtask 1.5 – Final Report

In addition to the knowledge checks after each class, a written final exam will be proctored that is similar in format to the certification exams. This will serve as both verification that learning objectives have been met, and practice for the students in taking the actual ADEM Class II, III, and Class IV exams. Also, a course review survey will be issued (such as through SurveyMonkey®) to measure how effective a particular module, instructor, or method performs.

**Deliverables:** (1) Internal Project Execution Plan; (2) Internal Project Safety Plan; (3) Monthly invoicing and progress reports to COUNTY; (4) Midterm Report; (5) Final Report

## Task 2 – Course Content Modifications and Enhancements

### Subtask 2.1 – Separate and Enhance Grade II and Grade III Course Content

Separate the combined Grade II/III course material from the previous OPC1 round of training into individual Grade II and Grade III courses. Enhance course materials, quizzes, and practice exams based on feedback from the previous OPC1 round of training, including but not limited to the following:

- Develop new introduction and overview section to all courses that includes background on rules and regulations with a focus on the purpose of wastewater treatment
- Incorporate ABC exam formula sheet references into learning modules
- Incorporate cross references between the laboratory and process monitoring learning modules
- Add content to the lagoons section and remove advanced content from the Grade II course material
- Move basic wastewater treatment material towards the beginning of the Grade II modules
- Add section on general test taking strategy and tips
- Develop field activity plans and suggestions for on the job review activities such as pump maintenance, equipment troubleshooting, lab processes, etc.
- Add references from the Sacramento manual to content of Grade III modules
- Increase the amount of equipment maintenance and troubleshooting practice problems and course content for the Grade III module
- Streamline the math section of the Grade III module so that is a brief refresher and incorporate more math example problems into other sections
- Update course outlines, learning objectives, and schedules

### Subtask 2.2 – Enhance Grade IV Course Content

Enhance course materials, quizzes, and practice exams based on feedback from the previous OPC1 round of training, including but not limited to the following:

- Develop new introduction and overview section to all courses that includes background on rules and regulations with a focus on the purpose of wastewater treatment
- Add references from the Sacramento manual
- Incorporate ABC exam formula sheet references into learning modules
- Add material and practice questions to the process control/troubleshooting and equipment maintenance/troubleshooting sections (e.g. troubleshooting process based on lab analysis).
- Add to content on activated sludge biology (i.e. good vs. bad bugs)
- Streamline the math section of the Grade III module so that is a brief refresher and incorporate more math example problems into other sections
- Develop field activity plans and suggestions for on the job review activities such as pump maintenance, equipment troubleshooting, lab processes, etc.
- Update course outlines, learning objectives, and schedules

The following is an estimate of recommended class and field time:

Topic	Class Time (hrs)	Field Time (hrs)	Work Time Review (hrs)	Knowledge Check (hrs)
<b>Grade IV</b>				
Laboratory Analysis	6	1	2	1
Equipment Evaluation & Maintenance	6	2	3	1
Equipment Operation	9	2.5	2	1
Treatment Process Monitoring, Evaluation and Adjustment	12	3	2	1
Security, Safety and Administrative Procedures	4	0	1	0.5
<b>Total</b>	<b>37</b>	<b>8.5</b>		

### Subtask 2.3 – Learning Checks and Practice Exams Enhancements

Learning checks and practice exams will be modified and enhanced for each course based on feedback from the previous OPC1 round of training and to better represent the nature of certification exam questions. Jacobs will also renew the annual Articulate Online (web based quiz and tests) subscription as requested by Jefferson County ESD.

### Subtask 2.4 – Course Content Workshop, Review and Revisions

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Environmental Services			BID:No	
<b>Department Contact</b>	David Denard, Director		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7270	<b>Contract Name/ID:</b> ALDOT - MB-01 Permit at AL Highway 7/7270		<b>Amount:</b> \$0.00		
Date Start:	<b>Contract Type:</b> No Funds Required				
Date End:					
<b>CANCELLATION TERMS:</b>	No				
<b>Funding Sources</b>	<b>Org Code:</b> <Insert Here>	<b>Object:</b> <Insert Here>	<b>Grant Number:</b> <Insert Here>		
<b>For Expenditures:</b>	<b>Original Budget:</b> No Funds Required	<b>Current Remaining:</b> N/A	<b>After Execution:</b> N/A		
<b>Contractor:</b>	<Insert Info Here>				
<b>Remittance Address:</b>	<Insert Info Here>				
<b>Taxpayer ID#</b>	<Insert Info Here>			<b>Vendor ID#</b> <Insert Info Here>	
<b>Dept Contact Person:</b>	Colyn Bradley	<b>Email</b> :	<a href="mailto:bradleyco@jccal.org">bradleyco@jccal.org</a>	<b>Phone</b> :	205-325-5123
<b>Contractor Contact Person:</b>	<Insert Name Here>	<b>Email</b> :	<Insert>	<b>Phone</b> :	<Insert#>
<b>Contract Description:</b>	Required MB-01 Permit with the Alabama Department of Transportation to construct sanitary sewer facilities inside ALDOT Right-of-Way along AL Highway 7 in the City of Birmingham.				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	None				

**JEFFERSON COUNTY COMMISSION**  
**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be authorized to execute a permit agreement for the accommodation of utility facilities between Jefferson County, Alabama and the Alabama Department of Transportation for the construction of sanitary sewer facilities within a portion of Highway 7 right-of-way near Willow Lane in the city of Birmingham.

STATE OF ALABAMA)

JEFFERSON COUNTY)

MUNIS CONTRACT NO. 20210298

**RESOLUTION**

**WHEREAS**, Jefferson County entered into an agreement on December 17, 2020 (MB 174, Page(s) 746-747) with USIC Locating Services, LLC to provided underground utility locating and marking services to comply with Act 37-15-5; and

**WHEREAS**, the approved annual not to exceed amount of \$657,600.00 was an estimate derived from projections from prior year locate requests and equated to an estimated monthly expenditure of \$54,800.00; and

**WHEREAS**, the actual average monthly cost through the first three months of the agreement was \$116,260.00 due to an increase from what was assumed in the number of marked locates, after hours and emergency locates, and locates that include multiple addresses; and

**WHEREAS**, by projecting the actual costs incurred through the rest of the current contract term, an additional \$782,400.00 is estimated to fund the projected locate requirements.

**NOW, THEREFORE BE IT RESOLVED** by the Jefferson County Commission that the annual not to exceed amount be increased \$782,400.00 to a total of \$1,440,000.00.

ADOPTED:

STATE OF ALABAMA)

JEFFERSON COUNTY)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the County Manager be hereby authorized to issue a notification of termination to Alliance Specialty Motors, Inc. to discontinue the contract for Electric Motor Repair or Replacement previously approved by the Jefferson County Commission and recorded in Minute Book 172, page 480, of the Official Minutes and Records of said County Commission on November 5, 2018. Said termination will be effective 30 days from receipt of notification by Alliance Specialty Motors, Inc., pursuant of section number twenty (20) of the aforementioned contract.



# JEFFERSON COUNTY COMMISSION



JAMES A. "JIMMIE" STEPHENS – PRESIDENT  
LASHUNDA SCALES  
SHEILA TYSON  
T. JOE KNIGHT  
STEVE AMMONS

**TONY PETELOS**

CHIEF EXECUTIVE OFFICER

ENVIRONMENTAL SERVICES DEPARTMENT  
SUITE A300  
716 Richard Arrington Jr. Blvd. N  
Birmingham, Alabama 35203  
Telephone (205) 325-5496  
Fax (205) 325-5981

1.A.5.a

January 3, 2019

Kensey Cornelius  
Alliance Specialty Motors  
645 Lester Doss Road  
Warrior, Alabama 35180

**RE: NOTICE-TO-PROCEED**  
**Electric Motor Repair or Replacement**  
**Contract Number 20190163**

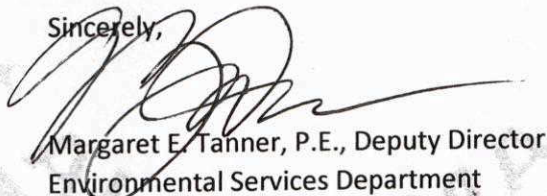
Dear Mr. Shannon:

Please find enclosed one (1) copy of the above referenced Agreement with Alliance Specialty Motors, Inc., which has been fully executed and approved on November 5, 2018. Receipt of this letter should serve as your Notice-to-Proceed with the scope of work identified in the agreement.

To help us serve you better, please include the above contract number on all your invoices.

Should you have any questions, please do not hesitate to give me a call at (205) 325-5122.

Sincerely,



Margaret E. Tanner, P.E., Deputy Director  
Environmental Services Department

MT/dh,cn  
Enclosure  
cc: File

Attachment: ITB 102-18 Munis Contract 20190163 Alliance Specialty Motors 11052018 (6971 : Alliance Specialty Motors, Inc. - Notification of Termination)

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Environmental Services		BID: Yes
<b>Department Contact</b>	David Denard,	<b>Phone Number:</b>	
<b>Contract Info#:</b> 2567	<b>Contract Name/ID:</b> Alliance Specialty Motors: Electric Motor Repair or Replacement/2567		<b>Amount:</b> 0.00
Date Start:	<b>Contract Type:</b> Expenditure		
Date End:			
<b>CANCELLATION TERMS:</b>	Yes		
<b>Funding Sources</b>	<b>Org Code:</b> 60407323	<b>Object:</b> 510040	
<b>Funding Sources Cont.</b>	<b>Grant Number:</b> N/A	<b>Project Number</b> N/A	<b>Amendment/CO#</b>
<b>For Expenditures:</b>	<b>Original Budget:</b> <Insert Here>	<b>Current Remaining:</b> <Insert Here>	<b>After Execution:</b> <Insert Here>
<b>Contractor:</b>	Louis Allis-Alliance Specialty Motors, Inc.		
<b>Remittance Address:</b>	645 Lester Doss Road Warrior, AL 35180		
<b>Taxpayer ID#</b>			<b>Vendor ID#</b>
<b>Department Contact Person:</b>	Douglas Holley 205-529-8739		
<b>Contractor Contact Person:</b>	Kensley Cornelius	<b>Phone Number:</b>	205-590-2986
<b>Contract Description:</b>	Contract provides as needed services for motor repair and/or replacement of small and large electric motors. (3year term)		
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	ITB 102-18		
<b>Payment Terms:</b>	Monthly		

STATE OF ALABAMA)  
JEFFERSON COUNTY)

RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President be, and hereby is, authorized to execute and Agreement between Jefferson County and Alliance Specialty Motors, Inc. for providing parts and repair and replacement services for electric motors.

APPROVED BY THE  
JEFFERSON COUNTY COMMISSION  
DATE: 11/5/18 B917  
MINUTE BOOK: 170  
PAGE(S): 480



**PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"**

**THIS AGREEMENT** entered into between **Jefferson County, Alabama**, hereinafter called "the County", and **Alliance Specialty Motors, Inc. dba Louis Allis**, hereinafter called "the Contractor". The effective date of this agreement shall be upon Commission Approval.

**WHEREAS**, the County desires to contract for "Electric Motor Repair or Replacement"; and

**WHEREAS**, the Contractor desires to furnish said professional services to the County;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **ENGAGEMENT OF CONTRACTOR:** The County hereto agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth.
2. **SCOPE OF SERVICES:** This Contract results from Jefferson County's Invitation to **Bid No. 102-18, dated July 20, 2018**. The terms of which are included herein by reference. The Contractor shall perform all necessary professional services provided under this Contract as required by Jefferson County's (General Services & other county departments). The Contractor shall do, perform and carry out in a satisfactory and proper professional manner the following:
  - Contractor is expected to provide support to Jefferson County Facilities for motor repair and/or replacement of existing Small Electric Motors (150 horsepower and lower) and Large Electric Motors (150 horsepower and higher).
  - Must be authorized to sell and service parts for the Jefferson County Alabama area(s).
  - Must provide manufacturers documentation as "authorized representative".
  - Must be able to quote, supply, and service as needed or required any motor and have facilities and equipment necessary to handle any related request, especially for large motors.
3. **TERMS OF AGREEMENT AND AUTHORIZATION TO PERFORM WORK:** The Contractor shall be available to render Professional Services to the Jefferson County Commission for Electric Motor Repair or Replacement. The completion date of all services under this Contract is for three (3) consecutive years after Commission approval.
4. **COMPENSATION:** The Contractor shall be compensated for services rendered up to the maximum charges as specified in Exhibit "A" entitled "Pricing Sheet".
  - **ADDITIONAL QUOTES:**  
Jefferson County reserves the right to obtain additional quotes and purchases additional parts or services for equipment maintenance based on the needs of the county.
5. **GOVERNING LAW/DISPUTE RESOLUTION:** The parties agree that this contract is made and entered into in Jefferson County, Alabama and that all services, materials and equipment to be rendered pursuant to said Agreement are to be delivered in Jefferson County, Alabama. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama. The parties agree that jurisdiction and venue over all disputes arising under this Agreement shall be the Circuit Court of Jefferson County Alabama, Birmingham Division.
6. **INDEPENDENT CONTRACTOR:** The Contractor acknowledges and understands that the performance of this contract is as an independent contractor and as such, the Contractor is obligated for Workmen's Compensation, FICA taxes, Occupational Taxes, all applicable federal, state and local taxes, etc. and that the County will not be obligated for same under this contract.



**PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"**

7. **NON-DISCRIMINATION POLICY:** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status. The Contractor will ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability or veteran status. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer.
8. **LIABILITY:** The Contractor shall not, without prior written permission of the **COUNTY** specifically authorizing them to do so, represent or hold themselves out to others as an agent of or act on behalf of the **COUNTY**. The Contractor will indemnify and hold harmless the **COUNTY**, its elected officials and its employees from claims, suit, action, damage and cost of every name and description resulting from the performance of the Contractor, its agents, subcontractors or employees under this Contract.
9. **NOTICES:** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent via certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following addresses or to any other person at any other address as may be designated in writing by the parties:

**CLIENT:** Jefferson County Commission  
**GENERAL SERVICES**  
**Attention:** Trisha Wilkins  
Facility Manager  
General Services  
716 Richard Arrington Jr. Blvd. N.  
Birmingham, AL 35203

**COPY TO:** Jefferson County Commission  
**County Attorney**  
Room 280  
716 Richard Arrington Jr. Blvd. N.  
Birmingham, AL 35203

10. **HOLD HARMLESS AND INDEMNIFICATION:** Contracting party agrees to indemnify, hold harmless and defend Jefferson County, Alabama, its elected officers and employees (hereinafter referred to in this paragraph collectively as "County"), from and against any and all loss expense or damage, including court cost and attorney's fees, for liability claimed against or imposed upon County because of bodily injury, death or property damage, real or personal, including loss of use thereof arising out of or as a consequence of the breach of any duty or obligations of the contracting party included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake or negligence of Integrator, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connections with or incident to the performance of this agreement, or arising out of Worker's Compensation claims, Unemployment Compensation claims, or Unemployment Disability compensation claims of employees of company and/or its subcontractors or claims under similar such laws or obligations. Company obligation under this Section shall not extend to any liability caused by the sole negligence of the County, or its employees.
11. **AMENDMENT OF AGREEMENT:** This Contract contains the entire understanding of the parties, and no change of any term or provision of the Contract shall be valid or binding unless so amended by written instrument which has been executed or approved by the County. Any such amendment shall be attached to and made a part of this Contract. A written request must be made to the County and an amended agreement will be executed.



**PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"**

12. **INSURANCE:** Contracting Party will maintain such insurance as will protect him/her and the County from claims under Workmen's Compensation Acts (including an Alternate Employer endorsement), and from claims for damage and/or personal injury, including death, which may arise from operations under this contract. Insurance will be written by companies authorized to do business in Jefferson County, Alabama and shall include Jefferson County, Alabama as Added Additional Insured By Endorsement including a thirty (30) day(s) written cancellation notice. Evidence of insurance will be furnished to the Purchasing Agent not later than seven (7) day(s) after Purchase Order/contract date. Contracting Party is also required to include the ITB number on the evidence of insurance. Contracting party shall file the following insurance coverage and limits of liability with the County's Risk Management Office and Purchasing Department before beginning work with the County.

**General Liability:**

\$1,000,000 - Bodily injury and property damage combined occurrence  
\$1,000,000 - Bodily injury and property damage combined aggregate  
\$1,000,000 - Personal injury aggregate  
Comprehensive Form including Premises/Operation, Products/Completed Operations, Contractual, Independent contractors, Broad Form property damage and personal injury.

**Automobile Liability:**

\$1,000,000 - Bodily injury and property damage combined coverage  
Any automobile including hired and non-owned vehicles

**Workers Compensation and Employers Liability:**

\$100,000 - Limit each occurrence

**Umbrella Coverage:**

\$1,000,000 - Each occurrence  
\$1,000,000 - Aggregate

**Added Additional Insured By Endorsement:**

Jefferson County, Alabama  
30 day(s) written cancellation notice  
Under Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions enter the ITB Number, Project Number or Purchase Order Number Covered by The Certificate of Insurance.

13. **ACT 2016-312 PROHIBITION AGAINST BOYCOTTING:** Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.
14. **COUNTY FUNDS PAID:** Contractor and the Contractor representative signed below certify by the execution of this Agreement that no part of the funds paid by the County pursuant to this Agreement nor any part of the services, products or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county and municipal and any agency or subsidiary of any such government; and further certify that neither the contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived, with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this Agreement and further certify that, except as expressly set out in the scope of work or services of this Agreement, no promise or commitment of any nature whatsoever of anything of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this Agreement. Any violation of this certification shall constitute a breach and default of this Agreement which shall be cause for termination.  
Upon such termination contractor shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.



**PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"**

15. **ASSIGNMENT:** No portion of the proposal or resulting project contract may be sold, assigned, transferred or conveyed to a third party without the express written consent of Jefferson County. Should Jefferson County authorize the Successful Offeror to subcontract (assign) any portion of this contract, the Successful Offeror will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the Successful Offeror must maintain a continuous effective business relationship with the sub-contractor(s) including, but not limited to, regular payment of all monies owed to any sub-contractor. Failure to comply with these requirements, in whole or part, will result in termination of the contract and/or legal ramifications, due to nonperformance.
16. **STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9:** 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.
17. **MISCELLANEOUS REQUIREMENTS:** Upon execution of this contract, the Contractor shall furnish the Jefferson County Finance Department with information required for Form 1099 reporting and other pertinent data required by law.
18. **INVOICING:** All invoices must agree with the purchase order in description and price, and must include the following information: 1) Purchase Order Number; 2) Ship-to Department name and address. Invoices are to be payable upon approved invoice within 30 days. In order to ensure prompt payment, **ALL ORIGINAL INVOICES\* MUST BE SENT TO:**

Jefferson County Commission  
Purchase Order  
**Finance Department**  
716 Richard Arrington Jr. Blvd. N.  
Room 820, Courthouse  
Birmingham, AL 35203  
(Send via US Mail)

Jefferson County Commission  
**Attention:** Trisha Wilkins  
**Deputy Director**  
General Services  
716 Richard Arrington Jr. Blvd. N.  
Birmingham, AL 35203

And

**COPY TO ADDRESS AS LISTED ON PURCHASE ORDER**

\*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the County to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

19. **PAYMENT TERMS:** Will be NET 30.
20. **TERMINATION OF CONTRACT:** This contract may be terminated by the County upon 30 day written notice to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Upon such breach, the County shall have the right to immediately terminate the contract and withhold further payments. Such termination shall not relieve the Contractor of any liability to the County for damages sustained by virtue of a breach by the Contractor.



PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"

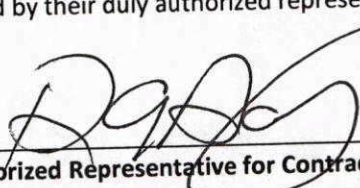
21. **WARRANTY:** Contracting Party warrants that the Contracting Party employee possesses all of the experience and education required to perform the describe services. Contracting Party does not warrant the performance of any work to be performed by a Contracting Party employee. During the first forty (40) hours from the Contracting Party employees starting date, The County will review each Contracting Party's employee's performance. If the County is not satisfied with the performance of a Contracting Party employee, and The County desires Contracting Party to terminate the engagement of such employee, the County must notify Contracting Party within the first forty (40) hours from the employee's start date. The County must state specific reasons for their dissatisfaction, and Contracting Party will not invoice for the hours worked by the employee during the initial forty (40) hour period. The County's reasons for termination must be bona fide in Contracting Party's reasonable judgment, and not unlawful. Should The County become dissatisfied with the performance of any Contracting Party employee after the initial forty (40) hour period from start date, and wishes to terminate employee's engagement, the County will be liable for all hours worked from the start date through the date of termination by released employee.
22. **CONFIDENTIAL OR PROPRIETARY INFORMATION:** If Contracting Party's response contains material noted or marked as confidential and/or proprietary that, in the County's sole opinion, meets the disclosure exemption requirements of the Alabama Public Records Law, then that information will not be disclosed pursuant to a request for public documents. If the County does not consider such material to be exempt from disclosure under the Alabama Public Records Law, the material will be made available to the public, regardless of the notations or markings. If Contracting Party is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Alabama Public Records Law, then it should not include such information in the proposal.
23. **EMPLOYMENT OF COUNTY EMPLOYEES:** The Provider shall not solicit or employ currently active County employees for the work considered in this ITB. The Provider shall not employ former County employees for these services unless they have been separated from County service for at least twelve (12) Months.
24. **CONFLICT OF INTEREST:** Contracting Party declares that, as of the date of any ensuing contract, neither the County nor any County Commissioner nor any Director nor any other Jefferson County Government official is directly or indirectly interested in this contract or any contract with the Provider for which compensation will be sought during the period of time this contract is being performed, and, furthermore, Contracting Party pledges that he/it will notify the Purchasing Manager in writing should it come to his/its knowledge that any County official becomes directly or indirectly interested in the contract or any contract Contracting Party for which compensation will be sought during the aforesaid period. In addition, Contracting Party declares that, as of the date of this contract, neither he/it nor any of his/its officers or employees have given or donated or promised to give or donate, either directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value for aid or assistance in obtaining this contract with the County under which compensation will be sought during the period of time this contract is being performed and furthermore, that neither Contracting Party nor any of his/its officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Jefferson County Commission, or to anyone else for the County's benefit, any sum of money or other thing of value, for aid or assistance in obtaining any amendment to this contract with Contracting Party for which compensation will be claimed during the period of time this contract is being performed.
25. **ASSIGNMENT (STAFFING):** Upon award and during the contract period, if Contracting Party chooses to assign different personnel to the project, Contracting Party must submit their names and qualifications (resumes) to the County for approval before they begin work.
26. **TAX:** Jefferson County is exempt from all tax. Provided however, Contracting Party shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction.

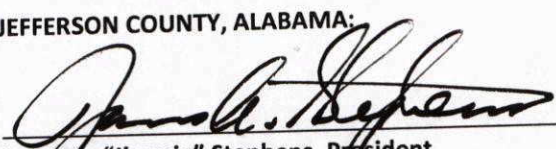


PROFESSIONAL SERVICES CONTRACT  
"ELECTRIC MOTOR REPAIR OR REPLACEMENT"

27. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the Parties with respect to the subject matter thereof and shall govern the respective duties and obligations of the Parties.
28. **LIMITATION OF LIABILITY.** The total liability of Contracting Party for all claims of any kind, whether based on contract, warranty, tort (including negligence), indemnity, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this Agreement or Services shall in no case exceed insurance policy proceeds recovered under the coverages provided by Contracting Party under this Agreement plus the total of Contracting Party's actual billings to the County for the Services giving rise to such claim. Contracting Party shall in no event be liable for exemplary, special, incidental, indirect or consequential damages of any kind including, but not limited to, loss of use, profits or revenue, or cost of substitutes or re-performance of the Services.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

By:  Date: 8-8-18  
Authorized Representative for Contractor  
Bruce Bailey  
Alliance Specialty Motors, Inc. dba Louis Allis

JEFFERSON COUNTY, ALABAMA:  
By:  Date: 11/5/18  
James A. "Jimmie" Stephens, President  
Jefferson County Commission

APPROVED BY THE  
JEFFERSON COUNTY COMMISSION  
DATE: 11/5/18 R917  
MINUTE BOOK: 178  
PAGE(S): 480

PROFESSIONAL SERVICES CONTRACT  
“ELECTRIC MOTOR REPAIR OR REPLACEMENT”

EXHIBIT “A”

DESCRIPTION ITEMS 1 & 2: PRICING FOR SMALL & LARGE MOTOR REPAIRS:		PRICING
	Straight Time	\$29.30/Per hour
	Overtime	\$43.95/Per hour
	Sunday and Holiday Time	\$58.60/Per hour
	Material Markup	15% Over Cost
	Evaluation	“Free”
	Approximate turnaround time for repair	1-2 weeks (“Unless work scope is beyond normal repair or awaiting special parts.”)
	Warranty on repairs	2 years

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 1			BID:No	
<b>Department Contact</b>	Lashunda Scales, Commissioner		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7377	<b>Contract Name/ID:</b> Community Grant for Zero Zero, Inc/7377			<b>Amount:</b> 1,500.00	
Date Start: 06/10/21	<b>Contract Type:</b> Expenditure				
Date End: 06/10/22					
<b>CANCELLATION TERMS:</b>					
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b>		
<b>For Expenditures:</b>	<b>Original Budget:</b> \$200,000.00	<b>Current Remaining:</b> \$93,087.00	<b>After Execution:</b> \$92,587.00		
<b>Contractor:</b>	Zero Zero, Inc.				
<b>Remittance Address:</b>	101 12 St. S. Suite 100 Birmingham, AL 35233				
<b>Taxpayer ID#</b>	85-4070018			<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Fred Primm	<b>Email</b> :	primmf@jccal.org	<b>Phone</b> :	205.214.5507
<b>Contractor Contact Person:</b>	Caleb Schmidt	<b>Email</b> :	caleb@knighthteady.com	<b>Phone</b> :	205.242.0023
<b>Contract Description:</b>	N/A				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	Per Contract Terms				



## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement in the amount of \$1,500.00, between Jefferson County, Alabama, and Zero Zero Inc., for the purpose of funding for their athletic rally camps for children in the communities of Jefferson County.

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON   )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Zero Zero, Inc. ("Zero Zero"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Zero Zero, a non-profit organization, seeks financial assistance to provide athletic camps for children in the communities of Jefferson County; and

WHEREAS, Zero Zero meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Lashunda Scales has recommended funding of \$1,500.00 to Zero Zero, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1.     The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2.     The County shall pay to Zero Zero a lump sum payment of \$1,500.00 upon execution of this agreement.

3. Zero Zero shall use the public funds to provide athletic camps for children in the communities of Jefferson County.

**ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.**

4. Zero Zero shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Scales a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. Zero Zero shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Zero Zero for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Zero Zero representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Zero Zero representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any

member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Zero Zero nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Zero Zero shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

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Date

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James A. Stephens, President  
Jefferson County Commission

ZERO ZERO INC.

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Date

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Its:



STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, Zero Zero, Inc. ("Zero Zero"), applied for a grant of funds for \$1,500.00; and

WHEREAS, Zero Zero, a non-profit organization, seeks financial assistance to provide athletic camps for children in the communities of Jefferson County; and

WHEREAS, Zero Zero meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Lashunda Scales has recommended funding of \$1,500.00 to Zero Zero, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to Zero Zero a lump sum payment of \$1,500.00 upon execution of this agreement.
3. Zero Zero shall use the public funds to provide athletic camps for children in the communities of Jefferson County.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Zero Zero shall deliver to the Jefferson County Finance Department with a copy to

the Jefferson County Manager and to the Office of Commissioner Scales a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. Zero Zero shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Zero Zero for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Zero Zero representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Zero Zero representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Zero Zero nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official

or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Zero Zero shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

## JEFFERSON COUNTY, ALABAMA

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Date

06/02/21

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Date

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James A. Stephens, President  
Jefferson County Commission

ZERO ZERO INC.

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Its:

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement in the amount of \$1,500.00, between Jefferson County, Alabama, and Zero Zero Inc., for the purpose of funding for their athletic rally camps for children in the communities of Jefferson County.



### Resolution

WHEREAS, Jefferson County authorized in its 2020 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

WHEREAS, said annual plan authorizes the funding of the Emergency Housing Rehabilitation Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

WHEREAS, case number 21-BP3-2, Jeanine Ester, was competitively bid through the competitive bid process to provide critical repairs in support of Jefferson County's Emergency Housing Rehabilitation Programs. The job cost is \$33,580.00; and

WHEREAS, case number 21-BP10-2, Dorothy Dove, was competitively bid through the competitive bid process to provide critical repairs in support of Jefferson County's Emergency Housing Rehabilitation Programs. The job cost is \$35,300.00; and

NOW, THEREFORE, BE IT RESOLVED by the Jefferson County Commission that the President is authorized to approve these two housing rehabilitation jobs and the C.F.O is hereby authorized and directed to issue purchase orders and checks for these housing rehabilitation grants for individual properties participating in the Community Development Block Grant Program expeditiously.

ADOPTED:

Mr. Jackson:

Attached is a resolution authorizing an agreement for HVAC installation and repairs between Jefferson County, Alabama and Turn Key Heating and Air, LLC. The HVAC contract will be used in connection with the CDBG Housing Rehabilitation Program. The contract is funded with 100% CDBG funds.

## RESOLUTION

**WHEREAS**, Jefferson County authorized in its 2020 Annual Plan the use of a portion of its annual grant for Housing Rehabilitation Activities pursuant to 24 CFR 570 of the CDBG regulations; and

**WHEREAS**, said annual plan authorizes the funding of the Emergency Housing Rehabilitation Grant Program initiatives allowable as part of its Housing Rehabilitation Activities; and

**WHEREAS**, Turn Key Heating and Air, LLC was selected through the competitive bid process to provide septic tank repairs and installations in support of Jefferson County's Emergency Housing Rehabilitation Programs; and

**NOW, THEREFORE, BE IT RESOLVED** by the Jefferson County Commission that the President is authorized to execute an Agreement between Jefferson County, Alabama and Turn Key Heating and Air, LLC., for HVAC installation and repairs. The heating and air contract will be used in connection with the CDBG Housing Rehabilitation Program. The contract is funded with 100% CDBG funds. The agreement is for a one-year to three-year period and is in the amount of \$175,000.00.

**ADOPTED:**

## RESOLUTION

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare an annual Action Plan in order to receive grant funds; and

**WHEREAS**, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

**WHEREAS**, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2021-22 One-Year Action Plan;

**WHEREAS**, Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,1910.00 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00 in funds available for Program Year 2021-2022; and

**WHEREAS**, The Office of Community & Economic Development has developed a budget and 2021 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development 2021 One-Year Action Plan, Standard Forms 424, Consolidated Plan Certifications, and Environmental Review Forms and any other forms necessary to submit the plans for Jefferson County, Alabama.

ADOPTED:

Mr. Tony Petelos, County Manager:

Attached is the resolution approving this year's CDBG, ESG, and HOME application along with a copy of a budget summary for the 2021-22 One-Year Action Plan.



## RESOLUTION

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) is requiring that all recipients of CDBG, HOME, HOPWA, and ESG, prepare an annual Action Plan in order to receive grant funds; and

**WHEREAS**, the Jefferson County Commission finds that said grants are vitally needed for providing housing assistance, neighborhood improvements, and economic development activities directed to the needs of low and moderate income families and persons, aiding in the prevention and elimination of slums and blight, creating jobs, and addressing other community development needs having a particular urgency to the community's health, welfare and safety; and

**WHEREAS**, Jefferson County has involved in its planning process citizens, non-profit organizations and other area governments to develop a comprehensive approach to solving the problems of low and moderate income people resulting in the 2021-22 One-Year Action Plan;

**WHEREAS**, Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,1910.00 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00 in funds available for Program Year 2021-2022; and

**WHEREAS**, The Office of Community & Economic Development has developed a budget and 2021 One-Year Action Plan based on the needs of the community as addressed in a series of public hearings and an assessment of the priority of those needs;

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Jefferson County, Alabama, that the President of the County Commission is authorized and hereby directed to execute and submit to the U.S. Department of Housing and Urban Development 2021 One-Year Action Plan, Standard Forms 424, Consolidated Plan Certifications, and Environmental Review Forms and any other forms necessary to submit the plans for Jefferson County, Alabama.

ADOPTED:

**Office of Community Services & Workforce Development**

- Approval to submit to HUD the 2020 One-Year Action Plan

## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

The Jefferson County Consortium Proposed Annual Action Plan outlines the objectives and outcomes to be undertaken by the County with funds from the Community Development Block Grant Program (CDBG), the HOME Investment Partnerships Program (HOME), and the Emergency Solutions Grant Program (ESG).

The Jefferson County Commission was founded in 1819 by the Alabama Legislature and is named after Thomas Jefferson, the main author of the Declaration of Independence and third President of the United States. According the Consolidated Plan Planning Tool ("Con Plan"), the population for the Jefferson County CDBG Consortium ("County") is 449,864 persons comprising 173,177 households.

Jefferson County is a Participating Jurisdiction and receives federal funding from the United States Department of Housing and Urban Development (HUD). Entitlement funds received in Jefferson County may be spent anywhere in the Jefferson County Community Development Consortium, which consists of all of Jefferson County outside of the cities of Birmingham, Bessemer, and the towns of Sumiton and Helena.

The Jefferson County Commission is the recipient of three (3) annual entitlement grants from the U.S. Department of Housing and Urban Development (HUD). These grants are: The Community Development Block Grant (CDBG); Emergency Solutions Grant (ESG); and HOME Investment Partnerships Program (HOME).

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,991 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00.00 in funds available for Program Year 2021-2022. Funds will be used CDBG General Administration, CDBG Housing Program Delivery, ESG Administration, HOME Administration, CDBG: Public Facilities, Public Services, and Emergency Housing Rehabilitation, ESG: Homeless Prevention, Rapid Re-Housing, Emergency Shelter, and HMIS.

Housing programs will receive a portion of the total CDBG funds available each year. These Housing programs will include Housing Emergency Grant Program and Program Delivery.

Non-housing programs to be funded under the CDBG program include public services; public facilities; clearance and demolition improvements; economic development activities, as well as planning and administration costs.

**Homeless Assistance Programs:** Jefferson County anticipates receiving Federal Emergency Solutions Grant (ESG) funds. Eligible activities for ESG funding include administration, emergency shelter, street outreach, HMIS, rapid re-housing (housing relocation and stabilization services, tenant-based rental assistance) and homelessness prevention (housing relocation and stabilization services, tenant-based rental assistance).

**HOME Program:** Jefferson County anticipates receiving \$992,574.00 in HOME funds and \$131,991 in HOME program income for Program Years 2021. These funds are proposed for use on a variety of housing programs including administration; the Home Buyers Assistance Program; Community Housing Development Organization (CHDO) activities; and special needs rental housing.

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

A close evaluation of the performance coupled with the current expressed needs of the Jefferson County Consortium, residents, and agencies have led Jefferson County to the goals chosen for the upcoming year. Because the County is a large Urban County, the needs for public facilities increases faster than the resources available to meet those needs with new construction or renovations. Therefore, public facilities have remained a high priority for the next year.

Due to the past economic crisis and housing downfall many homeowners have abandoned their homes leading to a state of slum and blight. Considering the current economic downturn, the consolidated planning process, Jefferson County expects that this will only intensify. For the next year Jefferson County will continue to fight those slum and blighted conditions through clearance and demolition projects.

Jefferson County also has a population of 104,713 (15.9%) of persons who are 65 years of age and older according to the Census's Vintage 2018 Populations Estimate Program. The individuals with limited incomes may have been and may continue to be in need for rental housing, emergency housing rehabilitation and public services. However, emergency housing rehabilitation and public services have in the past not been limited to just the elderly. Due to economic conditions younger populations have applied for assistance under Jefferson County's programs who also have limited incomes that are not just insufficient for daily living, but for housing conditions as well.



#### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Jefferson County Office of Community Services and Workforce Development held a series of virtual meetings from September 2020 through July 2021 to gain citizen input for the development of the 2021 Annual Action Plan. Notices of each meeting were published in the Birmingham News, the Birmingham Times, and the Latino News. Notices were also mailed to members of the Jefferson County Consortium and Technical Advisory Committee. The Technical Advisory Committee consists of low/mod income residents, minorities, persons with disabilities, businesses, non-profit agencies, as well as faith-based agencies. Consultants were asked to submit needs based on their own inventory of their municipality, community, and service area.

In the event of an emergency situation such as a disaster (for example, a tornado or a pandemic) or an urgent need, the County may direct a portion of its CDBG Program funds to the areas that is affected by that emergency situation or urgent need by adopting operations necessary to meet the program requirements in unique circumstances (for example, proposing activities without an application from the most recent open season). Further, the County may adopt other public notification methods and comment periods necessary to meet program requirements in unique circumstances, i.e., natural disasters; emergency allocations of funds; or other opportunities.

#### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Twenty-eight proposals for the 2021 Open Season were received. No written comments were received during the 30-day comment period. Other communications from those in attendance of the public hearings were questions regarding the application process for funding.

#### 6. Summary of comments or views not accepted and the reasons for not accepting them

Twenty-eight proposals for the 2021 Open Season were received. No written comments were received during the 30-day comment period. Other communications from those in attendance of the public hearings were questions regarding the application process for funding.

#### 7. Summary

There were no comments or views that were not accepted by Jefferson County, Alabama.

**PR-05 Lead & Responsible Agencies – 91.200(b)**

**1. Agency/entity responsible for preparing/administering the Consolidated Plan**

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
Lead Agency		JEFFERSON COUNTY	
CDBG Administrator	JEFFERSON COUNTY	Community Services & Workforce Development	
HOPWA Administrator			
HOME Administrator	JEFFERSON COUNTY	Community Services & Workforce Development	
ESG Administrator	JEFFERSON COUNTY	Community Services & Workforce Development	
HOPWA-C Administrator		Jefferson County, Alabama Community & Economic Dev	

**Table 1 – Responsible Agencies**

**Narrative (optional)**

All CDBG, HOME and ESG programs are administered by the Jefferson County Office of Community Services & Workforce Development.

**Consolidated Plan Public Contact Information**

Dr. Frederick L. Hamilton, Director

Nathan Salter, Grants Administrator

Jefferson County Office of Community Services & Workforce Development

Suite A-430

716 Richard Arrington, Jr. Blvd. N.

Birmingham, Alabama 35203

Telephone: (205) 325-5761

Attachment: 2021.5.25 PY2021 Annual Action Plan (7347 : 2021-22 One-Year Action Plan)

## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

Jefferson County conducted a variety of public outreach to garner input from county; staff; government agencies; nonprofit agencies; affordable housing developers; local service providers; and county residents. The County held two (2) Technical Advisory Committee meetings, a Homeless Focus Group and public hearings at three (3) different times during the Action Plan process. Information related to the meetings were advertised in The Birmingham Times, The Birmingham News, and The Latino News.

#### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The Continuum of Care (One Roof) has developed a coordinated system of homeless services that includes 1) outreach and assessment 2) emergency shelters 3) transitional housing with supportive services 4) permanent housing/permanent supportive housing. Agencies included in this process are members of public housing authorities; private property owners; and mental health authorities; and other social services organizations. By partnering with One Roof, Jefferson County ensures an easy entrance for homeless consumers into a coordinated system of housing and service providers.

#### **Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

By partnering, funding, and consulting with the local Continuum of Care (One Roof), Jefferson County ensures an easy entrance for homeless consumers into a coordinated system of housing and service providers. Jefferson County supports applications for funding by agencies that actively participates with One Roof in events and activities designed to assist the homeless with specific interest in the chronically homeless. To help prevent homelessness for individuals and families with children who are at imminent risk of becoming homeless, Jefferson County will continue to identify those needs through the Open Season process, the Continuum of Care covering Jefferson County (One Roof), and the funding of applications for homeless prevention programs.

#### **Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

Jefferson County Continuum of Care is convened by One Roof. The purpose of the membership is to create, maintain, and build community-wide inventory of housing and services for homeless families and

individuals, identify their needs and work to fill gaps in services. One Roof is also responsible for the implementation of HMIS for the Continuum. Jefferson County an active member in good standing of the Continuum of Care and an active participant of the HMIS system. Jefferson County provides financial assistance to One Roof. Jefferson County consults with One Roof to determine the allocation of ESG funds and the consideration of homeless service providers for CDBG public service dollars. Jefferson County actively participates in the development of performance standards planning and encourages participation by ESG funded organizations by requiring active participation to receive ESG funding and making continued participation a requirement for continue funding. Jefferson County actively participates in the evaluation, funding, and policies and procedures for the administration of HMIS.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**



Table 2 – Agencies, groups, organizations who participated

1	<b>Agency/Group/Organization</b>	ONE ROOF
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public hearing, email, mail, and phone call.

### Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were intentionally omitted.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	One Roof	Jefferson County works in partnership with the Continuum of Care.

Table 3 – Other local / regional / federal planning efforts

**Narrative (optional)**

All mayors of the thirty-four Consortium municipalities were invited to participate in the Consolidated Plan process. Jefferson County works closely with mayors and council members by holding public hearings in various locations throughout the jurisdiction to facilitate their input. Each Consortium member was asked to submit the individual needs for their areas.

## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The Jefferson County Office of Community Services and Workforce Development held a series of virtual meetings from September 2020 through July 2021 to gain citizen input for the development of the 2021 Annual Action Plan. Notices of each meeting were published in the Birmingham News, the Birmingham Times, and the Latino News. Notices were also mailed to members of the Jefferson County Consortium and Technical Advisory Committee. The Technical Advisory Committee consists of low/mod income residents, minorities, persons with disabilities, businesses, non-profit agencies, as well as faith-based agencies. Consultants were asked to submit needs based on their own inventory of their municipality, community, and service area. These series of meetings allowed interested persons an opportunity to verbally express their individual needs for their respective communities such as public facilities, demolition, public services, and housing to name, but a few. The advertisements and mailouts conducted also allowed additional interested persons who were unable to attend the meetings to submit their needs. Finally, a presentation and needs form was available online so that needs could be submitted to Jefferson County electronically.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,1910.00 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00 in funds available for Program Year 2021-2022. Funds will be used CDBG General Administration, CDBG Housing Program Delivery, ESG Administration, HOME Administration, CDBG: Public Facilities, Public Services, and Emergency Housing Rehabilitation, ESG: Homeless Prevention, Rapid Re-Housing, Emergency Shelter, and

HMIS.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,510,681	0	0	2,510,681	0	Jefferson County's projected use of CDBG funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs.



Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	992,574	131,991	0	1,124,565	0	Jefferson County's projected use of HOME funds is consistent with the HOME Program goal of providing decent affordable housing to lower-income households.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	205,915	0	0	205,915	0	Jefferson County's projected use of ESG funds is consistent with the rehabilitation or conversion of buildings for use as emergency shelter for the homeless, for the payment of certain expenses related to operating emergency shelters, for essential services related to emergency shelters and street outreach for the homeless, and for homelessness prevention and rapid re-housing assistance.

Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

Federal HOME funds will be leveraged primarily through the County's affordable housing programs and economic development activity programs to maximize the impact of federal resources. In the past for example, Jefferson County has leverage millions of dollars in Federal Low-Income Housing Tax Credits (LIHTC), private grants from non-profits, loans from private financial institutions, and various affordable housing loan and grant products from the Federal Home Loan Bank. Jefferson County will continue to seek these and other sources of private, state and

local funds during the 2021 Annual Plan period to stretch our limited federal dollars and make the greatest impact possible.

Jefferson County has exceeded the matching requirement for the HOME Program and does not anticipate a matching funds shortfall during the 2021 Annual Plan period. Additional match will, however, continue to be sought and logged in the Match Report as received.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

From time to time Jefferson County may use publicly owned land or property to address the needs identified in the plan such as the development of public facilities (parks, senior centers, neighborhood facilities) and infrastructure improvements (street and drainage, water/sewer improvements).

**Discussion**

Jefferson County will continue to seek other funding sources to meet needs unmet by Community Development Block Grant, Emergency Solutions Grant, and HOME Grant funds. Jefferson County may also apply to the State of Alabama for Emergency Solutions Grant and other eligible funds for assistance.

## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Construction of Rental Units	2020	2024	Affordable Housing		Affordable Housing Supply and Quality	HOME: \$863,221	Rental units constructed: 5 Household Housing Unit
2	CHDO Set-Aside	2020	2024	Affordable Housing		Affordable Housing Supply and Quality	HOME: \$148,887	Rental units constructed: 1 Household Housing Unit Homeowner Housing Added: 1 Household Housing Unit
3	HOME Administration	2020	2024	Affordable Housing		Affordable Housing Supply and Quality	HOME: \$112,456	Other: 6 Other
4	Rehab of Homeowner Housing: Emergency Repairs	2020	2024	Affordable Housing		Affordable Housing Supply and Quality	CDBG: \$450,000	Homeowner Housing Rehabilitated: 20 Household Housing Unit
5	Housing Program Delivery	2020	2024	Affordable Housing		Affordable Housing Supply and Quality	CDBG: \$100,000	Other: 4 Other



Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Facilities	2020	2024	Non-Housing Community Development		Public Facilities	CDBG: \$1,273,544	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 200 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
7	Clearance and Remediation Activities	2020	2024	Non-Housing Community Development		Clearance and Remediation	CDBG: \$60,000	Buildings Demolished: 1 Buildings
8	Public Services	2020	2024	Homeless Non-Homeless Special Needs		Public Services	CDBG: \$140,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
9	Economic Development Assistance	2020	2024	Non-Housing Community Development		Economic Development Assistance		Jobs created/retained: 1 Jobs
10	CDBG General Administration	2020	2024	Administration		CDBG General Admin	CDBG: \$502,136	Other: 12 Other
11	HESG Admin	2020	2024	Homeless		HESG Admin	ESG: \$15,443	Other: 2 Other
12	HESG Street Outreach	2020	2024	Homeless		HESG Street Outreach		
13	HESG Shelter	2020	2024	Homeless		HESG Shelter	ESG: \$122,865	Homeless Person Overnight Shelter: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
14	HESG Homeless Prevention	2020	2024	Homeless		HESG Homelessness Prevention	ESG: \$35,000	Homelessness Prevention: 3 Persons Assisted
15	HESG Rapid Re-Housing	2020	2024	Homeless			ESG: \$32,607	Tenant-based rental assistance / Rapid Rehousing: 5 Households Assisted
16	HESG HMIS	2020	2024	Homeless		HESG HMIS		

Table 6 – Goals Summary

### Goal Descriptions

1	Goal Name	Construction of Rental Units
	Goal Description	Special needs housing includes the construction of rental units for the elderly.
2	Goal Name	CHDO Set-Aside
	Goal Description	Eligible CHDO activities carried out by a qualified CHDO to include lease purchase.
3	Goal Name	HOME Administration
	Goal Description	Eligible costs associated with carrying out HOME related activities.
4	Goal Name	Rehab of Homeowner Housing: Emergency Repairs
	Goal Description	Emergency rehabilitation to owner-occupied housing.

5	<b>Goal Name</b>	Housing Program Delivery
	<b>Goal Description</b>	Eligible costs associated with carrying out CDBG Housing related activities.
6	<b>Goal Name</b>	Public Facilities
	<b>Goal Description</b>	The acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements.
7	<b>Goal Name</b>	Clearance and Remediation Activities
	<b>Goal Description</b>	Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination.
8	<b>Goal Name</b>	Public Services
	<b>Goal Description</b>	Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, housing counseling, legal services, energy conservation, welfare (but excluding the provision of income payments identified under 24 CFR Part 570.207(b)(4).
9	<b>Goal Name</b>	Economic Development Assistance
	<b>Goal Description</b>	Providing loans to business and infrastructure assistance that will create or retain jobs for predominantly low- and moderate-income persons.

10	Goal Name	CDBG General Administration
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	<b>Goal Description</b>	<p>Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:</p> <p>(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose <i>primary</i> responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes <i>any</i> program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:</p> <ul style="list-style-type: none"> <li>(i) Providing local officials and citizens with information about the program;</li> <li>(ii) Preparing program budgets and schedules, and amendments thereto;</li> <li>(iii) Developing systems for assuring compliance with program requirements;</li> <li>(iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;</li> <li>(v) Monitoring program activities for progress and compliance with program requirements;</li> <li>(vi) Preparing reports and other documents related to the program for submission to HUD;</li> <li>(vii) Coordinating the resolution of audit and monitoring findings;</li> <li>(viii) Evaluating program results against stated objectives; and</li> <li>(ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.</li> </ul> <p>(2) Travel costs incurred for official business in carrying out the program;</p>
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		(3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and (4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.
11	<b>Goal Name</b>	HESG Admin
	<b>Goal Description</b>	ESG funds necessary to provide Emergency Solutions Grant activities that foster housing stabilization for the homeless and those at risk of homelessness.
12	<b>Goal Name</b>	HESG Street Outreach
	<b>Goal Description</b>	ESG activities for providing street outreach servies to families and individuals in places not meant for human habitation.
13	<b>Goal Name</b>	HESG Shelter
	<b>Goal Description</b>	ESG activities for providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

14	<b>Goal Name</b>	HESG Homeless Prevention
	<b>Goal Description</b>	ESG activities for providing housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in 24 CFR Part 576 in paragraph 576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the "at risk of homelessness" definition, or who meet the criteria in paragraph (2), (3), or (4) of the "homeless" definition in paragraph 576.2 and have an annual income below 30 percent of median family income for the area as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing.
15	<b>Goal Name</b>	HESG Rapid Re-Housing
	<b>Goal Description</b>	SG activities for providing housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance may be provided to program participants who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR Part 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.
16	<b>Goal Name</b>	HESG HMIS
	<b>Goal Description</b>	ESG activities to fund the HMIS implementation. ESG activities for providing Jefferson County and sub-recipients with ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care.

Annual Action Plan  
2021

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,191.00 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00 in funds available for Program Year 2021-2022. Funds will be used CDBG General Administration, CDBG Housing Program Delivery, ESG Administration, HOME Administration, CDBG: Public Facilities, Public Services, and Emergency Housing Rehabilitation, ESG: Homeless Prevention, Rapid Re-Housing, Emergency Shelter, HMIS, and HOME Construction of Rental Housing and CHDO Activities.

#### Projects

#	Project Name
1	CD2021 General Administration
2	CD2021 Housing Program Delivery
3	HOME2021 Administration
4	HOME2021 Special Needs Housing
5	HESG2021
6	CD2021 Public Facilities
7	CD2021 Public Service
8	CD2021 Clearance/Demolition
9	CD2021 Emergency Housing Rehabilitation
10	HOME2021 CHDO Set Aside

Table 7 - Project Information

#### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

All HOME and CDBG housing rehabilitation programs and public service programs are county-wide. All non-housing, non-homeless projects are approved based on the low/mod percentage for the service area of the project either based on the U.S. Census data or the results of door to door surveys. The biggest obstacle to meeting underserved needs is the lack of funding sources to meet those needs as well as meeting the eligibility guidelines for available funding sources.

**AP-38 Project Summary**  
**Project Summary Information**



1	<b>Project Name</b>	CD2021 General Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	CHDO Administration
	<b>Funding</b>	CDBG: \$502,136
	<b>Description</b>	Overall program administration, including (but not limited to) salaries, wages, and related costs of staff or others engaged in program management, monitoring, and evaluation.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	
	<b>Planned Activities</b>	
2	<b>Project Name</b>	CD2021 Housing Program Delivery
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Housing Program Delivery
	<b>Funding</b>	CDBG: \$100,000
	<b>Description</b>	Housing Program Delivery
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	716 Richard Arrington Jr Blvd North, Suite A-430, Birmingham, AL 35203
	<b>Planned Activities</b>	
3	<b>Project Name</b>	HOME2021 Administration
	<b>Target Area</b>	
	<b>Goals Supported</b>	

	<b>Needs Addressed</b>	HOME Administration
	<b>Funding</b>	HOME: \$122,456
	<b>Description</b>	Request for Proposals taken consortium-wide and in unincorporated areas.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	N/A
	<b>Location Description</b>	
	<b>Planned Activities</b>	HOME Administration
4	<b>Project Name</b>	HOME2021 Special Needs Housing
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Affordable Housing Supply and Quality
	<b>Funding</b>	HOME: \$863,221
	<b>Description</b>	Request for Proposals taken consortium-wide and in unincorporated areas.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	12 Elderly Tenants
	<b>Location Description</b>	Request for Proposals taken consortium-wide and in unincorporated areas.
	<b>Planned Activities</b>	Special Needs Housing
5	<b>Project Name</b>	HESG2021
	<b>Target Area</b>	
	<b>Goals Supported</b>	

	<b>Needs Addressed</b>	HESG Admin HESG Street Outreach HESG Shelter HESG Homelessness Prevention HESG Rapid Re-Housing HESG HMIS
	<b>Funding</b>	ESG: \$205,915
	<b>Description</b>	In regard to PY2021 Administration, Emergency Shelter, Street Outreach, HMIS, and Homeless Prevention (housing relocation & stabilization and tenant-based rental assistance) for traditional ESG.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	County-Wide through subrecipients and Jefferson County (716 Richard Arrington Jr Blvd N, Suite A-430, Birmingham, AL 35203).
	<b>Planned Activities</b>	Administration, Emergency Shelter, Street Outreach, HMIS, Rapid Re-housing (housing relocation & stabilization and tenant-based rental assistance), and Homeless Prevention (housing relocation & stabilization and tenant-based rental assistance).
6	<b>Project Name</b>	CD2021 Public Facilities
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$1,258,545
	<b>Description</b>	Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements; the removal of architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	

	<b>Location Description</b>	Activities will be carried out in the municipalities of Fairfield, Brighton, Graysville, Trafford, and Rosedale.
	<b>Planned Activities</b>	Fairfield Grasselli Resurfacing project, Brighton Resurfacing project, Graysville Youth Activity Center, Trafford Water project, and Rosedale Sidewalks projects.
7	<b>Project Name</b>	CD2021 Public Service
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$140,000
	<b>Description</b>	
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	100% of the selected activities must meet or exceed the LMI beneficiary requirement.
	<b>Location Description</b>	County-Wide.
	<b>Planned Activities</b>	Build Up housing project, Cooperative Downtown Ministries Firehouse emergency shelter, Childcare Resources childcare financial assistance, One Roof Coordinated Assessment, Pathways Day center, Girl's Inc. STEM Program, and First Light Emergency Shelter program.
8	<b>Project Name</b>	CD2021 Clearance/Demolition
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Clearance and Remediation
	<b>Funding</b>	CDBG: \$60,000
	<b>Description</b>	Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 10 housing will be demolished.

	<b>Location Description</b>	Countywide.
	<b>Planned Activities</b>	Demolition projects countywide.
<b>9</b>	<b>Project Name</b>	CD2021 Emergency Housing Rehabilitation
	<b>Target Area</b>	
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	Affordable Housing Supply and Quality
	<b>Funding</b>	CDBG: \$450,000
	<b>Description</b>	Funds will be used to provide emergency rehabilitation to owner-occupied housing units.
	<b>Target Date</b>	9/30/2023
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	20 owner-occupied housing units are expected to receive emergency housing rehabilitation.
	<b>Location Description</b>	Countywide
	<b>Planned Activities</b>	Emergency Housing Rehabilitation
<b>10</b>	<b>Project Name</b>	HOME2021 CHDO Set Aside
	<b>Target Area</b>	
	<b>Goals Supported</b>	CHDO Set-Aside
	<b>Needs Addressed</b>	Affordable Housing Supply and Quality
	<b>Funding</b>	HOME: \$148,887
	<b>Description</b>	
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Funds for the 2021 One-Year Action Plan will be directed County-Wide as needed for low/mod-income beneficiaries eligible for CDBG Emergency Housing Rehabilitation, HOME Program activities, Public Service Programs, Clearance/Demolition, and for the homeless or those at risk of homelessness as beneficiaries for ESG programs. Funds for other CDBG Non-Housing Projects such as Public Facilities will be directed to the following municipal areas of the Jefferson County Consortium: Fairfield, Brighton, Graysville, Trafford and Homewood.

### Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

All HOME and CDBG housing rehabilitation, homeless and most public service programs are county-wide excluding the areas of Birmingham, Bessemer, Sumiton, and Helena. Birmingham and Bessemer are excluded because they are entitlements. Sumiton and Helena are excluded because they are not participants of the Jefferson County Consortium. All non-housing projects are approved based upon the low/mod percentage for the service area of the project either based on the U.S. Census data or the results of door-to-door surveys.

### Discussion

The Jefferson County Consortium consists of the following thirty-four municipalities: Adamsville, Argo, Brighton, Brookside, Cardiff, Center Point, Clay, County Line, Fairfield, Fultondale, Gardendale, Graysville, Homewood, Hoover, Hueytown, Irondale, Kimberly, Leeds, Lipscomb, Maytown, Midfield, Morris, Mountain Brook, Mulga, North Johns, Pinson, Pleasant Grove, Sylvan Springs, Tarrant, Trafford, Trussville, Vestavia Hills, Warrior, and West Jefferson.



## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

The information below relates to the affordable housing goals provided in Section AP-20. For the purpose of this section, the term "affordable housing" is defined in the HOME regulations at 24 CFR 92.252 for rental housing and 24 CFR 92.254 for homeownership.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	2
Special-Needs	5
Total	7

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	5
Rehab of Existing Units	0
Acquisition of Existing Units	2
Total	7

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

There are four (4) housing authorities responsible for the administration and operations of public housing developments in Jefferson County. They include the Jefferson County Housing Authority (JCHA), Leeds Housing Authority, Tarrant Housing Authority and Fairfield Housing Authority. JCHA is the largest of the four.

### **Actions planned during the next year to address the needs to public housing**

Jefferson County will encourage public housing residents to participate in employment and training opportunities provided by construction activities under Section 3 and other available programs.

### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

Actions to encourage public housing residents to become more involved in management include representation on the housing authority board, a Community Action Committee, Senior Companions, computer centers and surveys. Public housing residents are encouraged to participate in homeownership through voluntary participation in a Family Self Sufficiency program to become self-sufficient within five (5) years. It is to be hoped that counseling and linkages to area agencies will enable earned income to increase and allow for the resident/tenant to qualify for an affordable mortgage. Referrals for housing counseling services include financial literacy, budgeting, credit repair, homeownership education, and fair housing.

### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Not applicable.

### **Discussion**

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

Jefferson County has developed one (1) year goals and specific actions steps for reducing and ending homelessness through:

- (i) Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.
- (ii) Addressing the emergency shelter and transitional housing needs of homeless persons.
- (iii) Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.
- (iv) Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are:
  - (A) Being discharged from publicly funded institutions and systems of care, such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions.
  - (B) Receiving assistance from public and private agencies that address housing, health, social services, employment, education, or youth needs.

### **Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

#### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Jefferson County continues to coordinate closely with One Roof, the Local Continuum of Care, whose board has a statutory requirement for homeless persons (especially unsheltered persons) being represented on the board. Additionally, the County continues to work closely with One Roof's coordinated assessment system and HMIS to assess individual needs through the funding of Street Outreach programs offered by local homeless service agencies. These agencies may be selected for

funding through a competitive application process.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

Addressing the needs of the homeless population continues to be a priority for Jefferson County. Jefferson County and One Roof are focusing on the following to address the emergency and transitional housing needs. Jefferson County will continue support applications for funding by agencies that provide emergency and transitional housing activities using its Emergency Solution Grant.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

Addressing the needs of its homeless population (homeless individuals and families, homeless families with children, veterans and their families, and unaccompanied youth) continues to be a priority for Jefferson County. Among the goals and strategies for addressing the needs to making the transition to permanent housing and independent living, Jefferson County and the Continuum are focusing on the following:

1. Housing & Services for Transition to Permanent Housing & Independent Living-Housing and services will continue to be provided. Efforts will be made to increase the time that homeless individuals remain in permanent housing to encourage more individuals to rapidly move to permanent housing using the housing first model. Emphasis will also be placed on creating self-sufficiency by increasing the percentage of persons employed. Jefferson County will support funding of applications that provide rapid rehousing services.
1. Emergency Housing and Street Outreach-The County will continue its practice of providing emergency shelter, food, counseling and supportive services to those experiencing homelessness. It will also support funding applications of those who provide services in this area.
1. Preventing Homelessness-Permanent housing opportunities and related services will be provided to those individuals at risk of homelessness with special emphasis on those who have formerly experienced homelessness. Jefferson County will support funding of applications that provide homelessness prevention services.
1. Data Driven Strategizing-Jefferson County will continue its practice of relying on data from the local HMIS and Coordinated Assessment to adjust its homelessness strategy.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

Jefferson County's strategy to help prevent homelessness for individuals and families who are at imminent risk of becoming homeless is to identify those needs through the Open Season period in addition the Continuum of Care and the funding of applications for homeless prevention programs.

Jefferson County supports One Roof's "Discharge Coordination Policy" which includes policies, strategies, and protocols for the discharge of individuals from publicly funded institutions. Publicly funded institutions are defined as health care facilities, youth facilities, correctional facilities, mental facilities, and/or foster care. The Continuum has strategic meetings with officials from publicly funded institutions in order to be aware of anticipated discharge dates of individuals along with the actual scheduled release dates. One Roof's policy requires that housing units along with the required supportive services be readily available to individuals in need before they are discharged from publicly funded institutions.

## **Discussion**

**AP-75 Barriers to affordable housing – 91.220(j)****Introduction:**

Jefferson County has not identified any barriers to affordable housing.

**Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

Jefferson County has not identified any barriers to affordable housing.

**Discussion:**

Jefferson County has not identified any barriers to affordable housing.



## AP-85 Other Actions – 91.220(k)

### Introduction:

Over the period of the 2021 One-Year Action Plan, Jefferson County plans to address obstacles to meeting underserved needs, foster and maintain affordable housing, evaluate and reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private housing and social service agencies.

### Actions planned to address obstacles to meeting underserved needs

Addressing “Underserved Needs” is one of the most trying and difficult areas addressed in Jefferson County’s housing strategies, homeless strategies, and non-housing strategies. The main reason for this difficulty is a lack of available funding to meet those needs.

### Actions planned to foster and maintain affordable housing

Jefferson County will continue to use its limited HUD Community Planning and Development (CPD) funds to support activities across the housing needs spectrum to foster and maintain affordable housing. Programs to address this issue under CDBG include owner-occupied rehabilitation, and housing counseling. The HOME Program may address new construction of single-family and rental housing, acquisition and/or rehabilitation of single-family and rental housing, and homebuyer assistance. The ESG Program may utilize rapid re-housing and homeless prevention programs to foster and maintain affordable housing for families and individuals who have become or are at risk of becoming homeless.

### Actions planned to reduce lead-based paint hazards

Jefferson County has two (2) Lead-Based Paint Inspectors and Lead-Based Paint Risk Assessors certified by the University of Alabama's Safe States Environmental Program on staff as Senior Housing Rehabilitation Specialists. Training and licensing are kept current and are registered with the Alabama Department of Public Health.

Under the HOME Program, the use of lead-based paint (LBP) is prohibited in all new construction. Any pre-1978 existing units to be rehabilitated and rented or sold to homebuyers is tested for LBP prior to acquisition. If LBP is found, the unit is not acquired. Under the CDBG Program, all pre-1978 owner-occupied units are tested for LBP prior to rehabilitation. None of the County's housing programs include activities that are expected to disturb lead painted surfaces except volunteer programs which are under the allowable threshold and are exempt. The County requires all projects to be compliant with all

Federal and State laws and regulations.

### **Actions planned to reduce the number of poverty-level families**

1. Coordination of activities undertaken by Jefferson County which improve or alter the living situation of persons whose incomes are below the poverty level and/or contribute to the reduction in the number of persons living in poverty. Targeted areas for concentration include:

- A. Economic Development - search for programs and funds to provide jobs and essential service initiatives to elevate and expand economic opportunities that will allow for suitable living environments.
- B. Improvement of the educational system.
- C. Support and/or coordinate County's goals, policies, and programs with services provided by private and public social service agencies which are willing to join in cooperative planning and joint programs.
- D. Actions to expand the use of federal resources available for affordable housing.
- E. Coordination of existing housing programs with housing counseling and educational opportunities for acquiring the knowledge and skills for responsible home ownership and tenancy.
- F. Actions to nurture and strengthen existing community-based housing development corporations and to encourage the development of additional non-profits.
- G. Exploration of new initiatives for affordable housing.

### **Actions planned to develop institutional structure**

Jefferson County will implement its Consolidated Plan through its Office of Community Services and Workforce Development which will serve as lead agency. Jefferson County works with several agencies both public and non-profit in delivering services to the residents of the County. Jefferson County's HOME Program further solicits outside sources of funds through both public and private sectors including Low Income Housing Tax Credits. The CDBG funded Housing Rehabilitation programs further work with volunteer and faith-based entities where possible. The ESG program works through a variety of non-profit entities to support their Continuum of Care initiatives.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

There are four (4) Public Housing Authorities within the Jefferson County Community Development Consortium. These are the Fairfield, Tarrant, Leeds and Jefferson County Public Housing Authorities (PHA's). The Jefferson County Commission appoints board members to the Jefferson County Public

Housing Authority only. All other Authorities operate independently of the Jefferson County Commission. Jefferson County works closely with local PHA's in supporting their efforts to improve the housing stock and quality of life of their beneficiaries. When requested, Jefferson County reviews proposed capital improvements as well as proposed development, demolition or disposition of public housing development. Jefferson County does not fund any Authority and is not involved in procurement and hiring. This is done through the local Authority under plans approved by HUD.

Public Institutions and Private Organizations: Historically public institutions and private organizations have worked well together to provide housing and community development programs and services to the people of Jefferson County. Various resources are coordinated to help the County's families and individuals in need of housing assistance, elderly, low and very low income, and special needs populations.

Jefferson County, Alabama has operated the Community Development Block Grant (CDBG) program for many years as a HUD entitlement community. The County, in working with a variety of community agencies, has a well-established structure for implementing its programs. Jefferson County has in the past and presently continues to maintain extensive contracts and coordination with a broad variety of community organizations.

To increase the availability of affordable housing units to residents in Jefferson County, the County partners with CHDOs, non-profit organizations, community development corporations, and private developers as well as with private lenders, the Alabama Housing Finance Authority, the Jefferson County Department of Health and the Alabama Department of Human Resources.

#### **Discussion:**

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

Jefferson County expects to receive \$2,510,681.00 in CDBG funds, \$0.00 in CDBG program income; \$992,574.00 in HOME funds; \$131,991 in HOME program income; and \$205,915.00 in federal ESG funds making a total of \$3,841,161.00.00 in funds available for Program Year 2021-2022. Funds will be used CDBG General Administration, CDBG Housing Program Delivery, ESG Administration, HOME Administration, CDBG: Public Facilities, Public Services, and Emergency Housing Rehabilitation, ESG: Homeless Prevention, Rapid Re-Housing, Emergency Shelter, and HMIS.

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

**HOME Investment Partnership Program (HOME)**  
**Reference 24 CFR 91.220(l)(2)**

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Jefferson County does not plan to provide other forms of investment beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

Jefferson County will use the Recapture option should the debtor decide to sell their home within the Affordability Period. Under the Recapture option, the County may require the debtor to repay all the HOME Program subsidy to the County or a reduced amount on a pro rata basis for the time the homeowner has owned and occupied the housing measured against the required affordability period. The debtor is then able to sell his/her home to any buyer at whatever price the market will bear. The County will require full repayment of outstanding HOME Program funds as described above at the time of resale or, if the net proceeds of a sale are less than the full amount of the HOME Program subsidy, recapture of the net proceeds. The net proceeds of a sale are the sales price minus any non-HOME Program loan repayments and closing costs. These funds will be reinvested into HOME Program funded activities. In those cases where the real estate does not appreciate sufficiently to allow a full recapture, the County will reduce the repayment of the HOME Program subsidy to allow the original purchaser to resell the unit without incurring a loss. Jefferson County may, at its option, permit the subsequent homebuyer to assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided.

The Period of Affordability will be suspended upon foreclosure by a superior lender or other transfer in lieu of foreclosure. However, if at any time following foreclosure or other transfer in lieu of foreclosure by such lender, but still during the Period of Affordability, the owner of record prior to the foreclosure or transfer in lieu of foreclosure, or any newly formed entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains and ownership interest in the property, the Period of Affordability shall be revived according to its original terms. In the event of a foreclosure of the property by the County or a superior lender, then the recapture shall be limited to the net proceeds received by the County as described above. Jefferson County will also retain a first right of refusal on the property.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Jefferson County will use mortgage liens and restrictive covenants running with the land filled of

record with the Jefferson County Judge of Probate to ensure the affordability of units acquired with HOME funds remain affordable for the applicable period of affordability. The applicable period of affordability shall be as follows:

- Under \$15,000 - 5 years
  - \$15,000 - \$40,000 - 10 years
  - Over \$40,000 - 15 years
4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Jefferson County has no plans to use funds for this purpose.

### **Emergency Solutions Grant (ESG) Reference 91.220(l)(4)**

1. Include written standards for providing ESG assistance (may include as attachment)

All applicants must be evaluated for program eligibility and needs.

The standard for calculating annual income under 24CFR 5.609 must be used when determining the annual income of an individual or family.

All clients must receive housing stability case management.

Jefferson County's policy for termination of assistance must be explained to and distributed to the client.

All shelters and housing must meet HUD's shelter and housing standards.

All agencies receiving Jefferson County ESG funds must adhere to the Conflict of Interest and Privacy Policies as set forth by Jefferson County.

To the maximum extent possible, all subrecipients must involve a homeless individuals or families in constructing, renovating, maintaining, and operating facilities assisted, in providing services, and in providing services under the ESG Program. This may include employment or volunteer services.

Faith-based organizations are eligible, on the same basis as any other organization, to receive ESG



funds.

One Roof, the local Continuum of Care, is consulted on applicants.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

While One Roof (Lead Agency for the Local Continuum of Care) has a complete operating Coordinated Assessment. Policies are in place.

All calls related to homelessness or homeless prevention will be referred to the One Roof office number and staff will go through a brief assessment with callers to determine the level of homelessness or risk of homelessness. If the client appears to be eligible for any service available in the CoC, Coordinated Assessment staff will go through a more extensive assessment including some pieces of Vulnerability Index. Clients will then be referred to the appropriate resource according to resource availability and level of vulnerability.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

Jefferson County holds a competitive application period for each program year's allocation of ESG funds. Applications are made available to private nonprofit organizations including faith-based organizations at the same period. Applications are rated and ranked from highest points to lowest points with the categories of ESG budgeted funds being allocated to the highest ranked organizations based on the funds available in that category of assistance. One Roof, the local Continuum of Care, is consulted on applicants.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

All of Jefferson County's subrecipients have had volunteers and/or staff members who meet the homeless participation requirement in 24 CFR 576.405 (a). If Jefferson County is unable to meet the requirement, a plan is in place where the subrecipient is able to meet the homeless participation requirement.

5. Describe performance standards for evaluating ESG.

Jefferson County will review the performance of each subrecipient in carrying out its responsibilities no less than annually. In conducting performance reviews, the County will rely primarily on information obtained from the records and reports from the subrecipient and, when appropriate, its

partners, as well as information from onsite monitoring, audit reports, and information from HMIS. Where applicable, the County may also consider relevant information pertaining to the subrecipient's performance gained from other sources, including citizen comments, complaint determinations, and litigation.

Annual Action Plan  
2021

## RESOLUTION AMENDING COMMUNITY DEVELOPMENT PROGRAMS

**WHEREAS**, the Housing and Community Development Act of 1974, as amended, provides that an Urban County may make application to the U.S. Department of Housing and Urban Development for Community Development Block Grants; and

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has accepted Jefferson County and municipal consortium members located therein, as a fully qualified Urban County for Community Development Block Grants, Emergency Shelter Grants, Emergency Solutions Grants, and the HOME Program; and

**WHEREAS**, the Jefferson County desires to amend its Community Development Statement of Objectives and Projected Use of Funds for the Program Years 2018-20 of its Five-Year Consolidated Plan and One-Year Action Plan to allow for those changed described in the attached pages, those pages being a part of this resolution; and

**WHEREAS**, the Jefferson County Office of Community Services & Workforce Development's public hearing to be held on June 4, 2021 is in accordance with HUD regulations and its Citizen Participation Plan as modified by the HUD mega waiver and disaster policy, and that said amendments has been prepared in a manner that meets or exceeds all known federal, state, and local requirements and regulations;

**NOW, THEREFORE, BE IT RESOLVED** by the County Commission of Jefferson County, Alabama, that:

1. The Jefferson County Community Development Programs One-Year Action Plan for the year 2018-20, is hereby amended; and
2. The President of the County Commission is authorized and hereby directed to execute, sign all applications forms and certifications and submit to the U.S. Department of Housing and Urban Development (HUD) the attached Amended Statements of Community Development Objectives and Projected Use of Funds and the Amended One-Year Action Plan for Community Development programs, the SF 424 Application Forms, Certifications, and Environmental Review documents for submittal to the U.S. Department of Housing & Urban Development along with the amended 2019 One-Year Action Plan for CDBG, ESG, and HOME programs.

Adopted:

**Resolution**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the commission, hereby authorizes a budget amendment to transfer \$1,900.00 from Commission District Two "Community Grant D2 Project Funds" to the Jefferson County Sheriff Department to cover a portion of the cost to wrap a vehicle that celebrates breast cancer survivors in Jefferson County.





## Resolution

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the commission, hereby authorize a budget amendment to transfer \$1,900.00 from Commission District Two "Community Grant D2 Project Funds" to the Jefferson County Sheriff Department to cover a portion of the cost to wrap a vehicle that celebrates breast cancer survivors in Jefferson County.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 2		BID:No	
<b>Department Contact</b>	Sheila Tyson, Commissioner		<b>Phone Number:</b>	
<b>Contract Info#:</b> 7316	<b>Contract Name/ID:</b> Community Grant - Jefferson County Board of Education/7316		<b>Amount:</b> \$11,000.00	
Date Start: 06/10/21		<b>Contract Type:</b> Expenditure		
Date End: 05/18/22				
<b>CANCELLATION TERMS:</b>				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> <b>\$200,000.00</b>	<b>Current Remaining:</b> <b>\$93,700.00</b>	<b>After Execution:</b> \$82,700.00	
<b>Contractor:</b>	Jefferson County Board of Education			
<b>Remittance Address:</b>	2100 18 <sup>th</sup> Street South Birmingham, Alabama 35209			
<b>Taxpayer ID#</b>	63-6000945		<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Michael Miller	<b>Email:</b>	<a href="mailto:millermic@jccal.org">millermic@jccal.org</a>	<b>Phone:</b> 205-325-5074
<b>Contractor Contact Person:</b>	Sheila Jones	<b>Email:</b>	<a href="mailto:Sheilajones@jefcoed.com">Sheilajones@jefcoed.com</a>	<b>Phone:</b> 205-379-2001
<b>Contract Description:</b>	Community Grant District 2			
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A			
<b>Payment Terms:</b>	Lump Sum			

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and the Jefferson County Board of Education in the amount of \$11,000.00.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Jefferson County Board of Education ("Jefferson County BOE"), applied for a grant of funds for \$11,000.00; and

WHEREAS, Jefferson County BOE is a tax exempt, non-profit educational institution which seeks funding to assist Brighton School with cleaning efforts (\$5,000.00), Lipscomb Elementary School with purchasing 2 ViewSonics (\$5,000.00) and assist the Pinson Valley High School's athletic football program (\$1,000.00), totaling \$11,000.00; and

WHEREAS, Jefferson County BOE meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$11,000.00 to Jefferson County BOE, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 18, 2022.

2. The County shall pay to Jefferson County BOE a lump sum payment of \$11,000.00 upon execution of this agreement.

3. Jefferson County BOE shall use the public funds to assist Brighton School with cleaning efforts (\$5,000.00), Lipscomb Elementary School with purchasing 2 ViewSonics (\$5,000.00) and assist the Pinson Valley High School's athletic football program (\$1,000.00), totaling \$11,000.00.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Jefferson County BOE shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by May 18, 2022, whichever shall occur first.

5. Jefferson County BOE shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Jefferson County BOE, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Jefferson County BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or

described in the scope of work of this agreement.

7. The Jefferson County BOE representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Jefferson County BOE, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Jefferson County BOE

shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

PINSON

JEFFERSON COUNTY BOARD OF  
EDUCATION FOR BRIGHTON SCHOOL,  
LIPSCOMB ELEMENTARY SCHOOL &  
HIGH VALLEY SCHOOL

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sheila Jones, CFO Finance Department



**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and the Jefferson County Board of Education in the amount of \$11,000.00.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 2		BID:No	
<b>Department Contact</b>	Sheila Tyson, Commissioner		<b>Phone Number:</b>	
<b>Contract Info#:</b> 7353	<b>Contract Name/ID:</b> Community Grant - V.I.R.T.U.E. Inc/7353		<b>Amount:</b> \$3,000.00	
Date Start: 06/10/21	<b>Contract Type:</b> Expenditure			
Date End: 06/8/22				
<b>CANCELLATION TERMS:</b>				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> \$200,000.00	<b>Current Remaining:</b> \$82,700.00	<b>After Execution:</b> \$79,700.00	
<b>Contractor:</b>	V.I.R.T.U.E. Inc			
<b>Remittance Address:</b>	P.O. Box 26393 Birmingham, Alabama 35260			
<b>Taxpayer ID#</b>	87-0776775		<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Michael Miller	<b>Email:</b> <a href="mailto:millermic@jccal.org">millermic@jccal.org</a>	<b>Phone:</b>	205-325-5074
<b>Contractor Contact Person:</b>	Deidra Green	<b>Email:</b> <a href="mailto:dgreen@mtcfc.org">dgreen@mtcfc.org</a>	<b>Phone:</b>	205-601-3134
<b>Contract Description:</b>	Community Grant District 2			
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A			
<b>Payment Terms:</b>	Lump Sum			

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and V.I.R.T.U.E., Inc in the amount of \$3,000.00.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, V.I.R.T.U.E., Inc. ("V.I.R.T.U.E."), applied for a grant of funds for \$3,000.00; and

WHEREAS, V.I.R.T.U.E. a 501(c)3, non-profit, community outreach organization, seeks financial assistance to continue their mission to restore physical, spiritual and emotional healing within the communities of Jefferson County, by providing free health screenings and informational and motivational programs; and

WHEREAS, V.I.R.T.U.E. meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$3,000.00 to V.I.R.T.U.E., and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to V.I.R.T.U.E. a lump sum payment of \$3,000.00 upon

execution of this agreement.

3. V.I.R.T.U.E. shall use the public funds to assist with funding their mission to restore physical, spiritual and emotional healing within the communities of Jefferson County, by providing free health screenings and informational and motivational programs.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. V.I.R.T.U.E. shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. V.I.R.T.U.E. shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by V.I.R.T.U.E. for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The V.I.R.T.U.E. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The V.I.R.T.U.E. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said

funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither V.I.R.T.U.E. nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination V.I.R.T.U.E. shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

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Date

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James A. Stephens, President  
Jefferson County Commission

V.I.R.T.U.E. INC.

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Date

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Deidra Green, Executive Director



STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, V.I.R.T.U.E., Inc. ("V.I.R.T.U.E."), applied for a grant of funds for \$3,000.00; and

WHEREAS, V.I.R.T.U.E. a 501(c)3, non-profit, community outreach organization, seeks financial assistance to continue their mission to restore physical, spiritual and emotional healing within the communities of Jefferson County, by providing free health screenings and informational and motivational programs; and

WHEREAS, V.I.R.T.U.E. meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$3,000.00 to V.I.R.T.U.E., and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to V.I.R.T.U.E. a lump sum payment of \$3,000.00 upon execution of this agreement.
3. V.I.R.T.U.E. shall use the public funds to assist with funding their mission to restore physical, spiritual and emotional healing within the communities of Jefferson County, by

providing free health screenings and informational and motivational programs.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. V.I.R.T.U.E. shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. V.I.R.T.U.E. shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by V.I.R.T.U.E. for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The V.I.R.T.U.E. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The V.I.R.T.U.E. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further

certifies that neither V.I.R.T.U.E. nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination V.I.R.T.U.E. shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

## JEFFERSON COUNTY, ALABAMA

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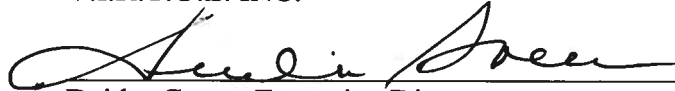
Date5/25/2021

Date

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James A. Stephens, President  
Jefferson County Commission

V.I.R.T.U.E. INC.



Deidra Green, Executive Director

Attachment: VIRTUE INC FY21 Signed Contract (7353 : Community Grant - V.I.R.T.U.E. Inc)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and V.I.R.T.U.E., Inc in the amount of \$3,000.00.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 2		BID:No	
<b>Department Contact</b>	Sheila Tyson, Commissioner		<b>Phone Number:</b>	
<b>Contract Info#:</b> 7354	<b>Contract Name/ID:</b> Community Grant - Ursula Smith Dance/7354		<b>Amount:</b> \$2,500.00	
Date Start: 06/10/21	<b>Contract Type:</b> Expenditure			
Date End: 06/8/22				
<b>CANCELLATION TERMS:</b>				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> \$200,000.00	<b>Current Remaining:</b> \$79,700.00	<b>After Execution:</b> \$77,200.00	
<b>Contractor:</b>	Ursula Smith Dance			
<b>Remittance Address:</b>	424 16 <sup>th</sup> Street North Birmingham, Alabama 35203			
<b>Taxpayer ID#</b>	26-0325446		<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Michael Miller	<b>Email:</b>	<a href="mailto:millermic@jccal.org">millermic@jccal.org</a>	<b>Phone:</b> 205-325-5074
<b>Contractor Contact Person:</b>	Ursula Smith	<b>Email:</b>	<a href="mailto:ursulasmithdance@gmail.com">ursulasmithdance@gmail.com</a>	<b>Phone:</b> 205-704-2901
<b>Contract Description:</b>	Community Grant District 2			
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A			
<b>Payment Terms:</b>	Lump Sum			



## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and Ursula Smith Dance in the amount of \$2,500.00.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Ursula Smith Dance, applied for a grant of funds for \$2,500.00; and

WHEREAS, Ursula Smith Dance is a 501(c)(3) organization, which provides dance lessons, performances, cultural enrichment and outreach programs to the residents in local Jefferson County communities, seeks funding for their *Dance Is Life Summer Camps*; and

WHEREAS, Ursula Smith Dance meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$2,500.00 to Ursula Smith Dance and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to Ursula Smith Dance a lump sum payment of \$2,500.00 upon execution of this agreement.

3. Ursula Smith Dance shall use the public funds for its *Dance Is Life Summer Camps*, to continue providing dance lessons, performances, cultural enrichment and outreach programs to the residents in local Jefferson County Communities.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Ursula Smith Dance shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Tyson, a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. Ursula Smith Dance shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Ursula Smith Dance, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Ursula Smith Dance representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Ursula Smith Dance representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with

said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither Ursula Smith Dance , nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Ursula Smith Dance shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected

below.

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

URSULA SMITH DANCE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ursula Smith, Executive Director

STATE OF ALABAMA        )

COUNTY OF JEFFERSON    )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Ursula Smith Dance, applied for a grant of funds for \$2,500.00; and

WHEREAS, Ursula Smith Dance is a 501(c)(3) organization, which provides dance lessons, performances, cultural enrichment and outreach programs to the residents in local Jefferson County communities, seeks funding for their *Dance Is Life Summer Camps*; and

WHEREAS, Ursula Smith Dance meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$2,500.00 to Ursula Smith Dance and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to Ursula Smith Dance a lump sum payment of \$2,500.00 upon execution of this agreement.
3. Ursula Smith Dance shall use the public funds for its *Dance Is Life Summer Camps*, to continue providing dance lessons, performances, cultural enrichment and outreach programs to the residents in local Jefferson County Communities.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. Ursula Smith Dance shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Tyson, a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. Ursula Smith Dance shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by Ursula Smith Dance, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The Ursula Smith Dance representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The Ursula Smith Dance representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and



further certifies that neither Ursula Smith Dance , nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination Ursula Smith Dance shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.


JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

\_\_\_\_\_  
05/24/2021  
Date

URSULA SMITH DANCE

\_\_\_\_\_  
  
Ursula Smith, Executive Director

Attachment: Ursula Smith Dance FY21 Signed Contract (7354 : Community Grant - Ursula Smith Dance)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and Ursula Smith Dance in the amount of \$2,500.00.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 2		BID:No	
<b>Department Contact</b>	Sheila Tyson, Commissioner		<b>Phone Number:</b>	
<b>Contract Info#:</b> 7355	<b>Contract Name/ID:</b> Community Grant - III-Z, Inc./7355		<b>Amount:</b> \$1,500.00	
Date Start: 06/10/21	<b>Contract Type:</b> Expenditure			
Date End: 06/8/22				
<b>CANCELLATION TERMS:</b>				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> <b>\$200,000.00</b>	<b>Current Remaining:</b> <b>\$77,200.00</b>	<b>After Execution:</b> \$75,700.00	
<b>Contractor:</b>	III-Z, Inc			
<b>Remittance Address:</b>	1325 Bankhead Hwy N Birmingham, Alabama 35204			
<b>Taxpayer ID#</b>	84-4968976		<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Michael Miller	<b>Email:</b>	<a href="mailto:millermic@jccal.org">millermic@jccal.org</a>	<b>Phone:</b> 205-325-5074
<b>Contractor Contact Person:</b>	Jermaine Garrett	<b>Email:</b>	<a href="mailto:Threeziiz@gmail.com">Threeziiz@gmail.com</a>	<b>Phone:</b> 205-531-2180
<b>Contract Description:</b>	Community Grant District 2			
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A			
<b>Payment Terms:</b>	Lump Sum			

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and III-Z, Inc in the amount of \$1,500.00.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, IIIZ Inc. ("IIIZ"), applied for a grant of funds for \$1,500.00; and

WHEREAS, IIIZ, a non-profit organization, which provides support, education and experience to those in the musical community in metropolitan Birmingham and surrounding communities of Jefferson County, seeks financial assistance with the Fun Day Back to School Rally; and

WHEREAS, IIIZ meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$1,500.00 to IIIZ, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to IIIZ a lump sum payment of \$1,500.00 upon execution of

this agreement.

3. IIZ shall use the public funds to assist with the Fun Day Back to School Rally at the Bessemer Park and Recreation.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. IIZ shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. IIZ shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by IIZ for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The IIZ representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The IIZ representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or

employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither IIIZ nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination IIIZ shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA



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Date

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James A. Stephens, President  
Jefferson County Commission

IIIZ, Inc.

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Date

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Jermaine Garrett, Executive Director

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, IIIZ Inc. ("IIIZ"), applied for a grant of funds for \$1,500.00; and

WHEREAS, IIIZ, a non-profit organization, which provides support, education and experience to those in the musical community in metropolitan Birmingham and surrounding communities of Jefferson County, seeks financial assistance with the Fun Day Back to School Rally; and

WHEREAS, IIIZ meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$1,500.00 to IIIZ, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to IIIZ a lump sum payment of \$1,500.00 upon execution of this agreement.
3. IIIZ shall use the public funds to assist with the Fun Day Back to School Rally at the Bessemer Park and Recreation.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. IIIZ shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Tyson a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. IIIZ shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by IIIZ for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The IIIZ representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The IIIZ representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither IIIZ nor any of its officers, partners, owners, agents, representatives,

employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination IIIZ shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

Date

James A. Stephens, President  
Jefferson County Commission

III-Z, Inc.

Jermaine Garrett, Executive Director

Attachment: III-Z Inc FY21 Signed Contract (7355 : Community Grant - III-Z, Inc.)

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and III-Z, Inc in the amount of \$1,500.00.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 2		BID:No	
<b>Department Contact</b>	Sheila Tyson, Commissioner		<b>Phone Number:</b>	
<b>Contract Info#:</b> 7380	<b>Contract Name/ID:</b> Community Grant - R.I.T.T., Inc/7380		<b>Amount:</b> 500.00	
Date Start: 06/10/21	<b>Contract Type:</b> Expenditure			
Date End: 06/8/22				
<b>CANCELLATION TERMS:</b>				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> \$200,000.00	<b>Current Remaining:</b> \$75,700.00	<b>After Execution:</b> \$75,200.00	
<b>Contractor:</b>	R.I.T.T., Inc			
<b>Remittance Address:</b>	2124 47 <sup>th</sup> Street Ensley Birmingham, Alabama 35208			
<b>Taxpayer ID#</b>	45-2050824		<b>Vendor ID#</b>	
<b>Dept Contact Person:</b>	Michael Miller	<b>Email:</b> <a href="mailto:millermic@jccal.org">millermic@jccal.org</a>	<b>Phone:</b>	205-325-5074
<b>Contractor Contact Person:</b>	Brenda Ward	<b>Email:</b> <a href="mailto:odussasplace@yahoo.com">odussasplace@yahoo.com</a>	<b>Phone:</b>	205-593-7171
<b>Contract Description:</b>	Community Grant District 2			
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A			
<b>Payment Terms:</b>	Lump Sum			

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama, and R.I.T.T., Inc in the amount of \$500.00.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Refuge In Troubled Times, Inc. ("R.I.T.T"), applied for a grant of funds for \$500.00; and

WHEREAS, R.I.T.T., a 501(c)(3) organization, dedicated to educating and providing positive motivation to African-American, low-income, inner city youth, seeks funding for its annual PET Project and national Juneteenth Festival & Parade; and

WHEREAS, R.I.T.T. meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$500.00 to R.I.T.T., and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to the R.I.T.T. a lump sum payment of \$500.00 upon execution of this agreement.



3. The R.I.T.T. shall use the public funds for its annual PET Project and national Juneteenth Festival & Parade.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. The R.I.T.T. shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Tyson, a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. The R.I.T.T. shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the R.I.T.T., for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The R.I.T.T. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The R.I.T.T. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any

member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the R.I.T.T., nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the R.I.T.T. shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

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Date

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James A. Stephens, President  
Jefferson County Commission

REFUGE IN TROUBLED TIMES INC.

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Date

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Brenda Ward, Executive Director

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Refuge In Troubled Times, Inc. ("R.I.T.T"), applied for a grant of funds for \$500.00; and

WHEREAS, R.I.T.T., a 501(c)(3) organization, dedicated to educating and providing positive motivation to African-American, low-income, inner city youth, seeks funding for its annual PET Project and national Juneteenth Festival & Parade; and

WHEREAS, R.I.T.T. meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Sheila Tyson has recommended funding of \$500.00 to R.I.T.T., and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to the R.I.T.T. a lump sum payment of \$500.00 upon execution of this agreement.
3. The R.I.T.T. shall use the public funds for its annual PET Project and national Juneteenth Festival & Parade.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. The R.I.T.T. shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Tyson, a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. The R.I.T.T. shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by the R.I.T.T., for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The R.I.T.T. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The R.I.T.T. representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal,

state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither the R.I.T.T., nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination the R.I.T.T. shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

6/2/2021  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

REFUGE IN TROUBLED TIMES INC.

  
\_\_\_\_\_  
Brenda Ward, Executive Director

Attachment: R.I.T.T. FY21 Signed Contract (7380 : Community Grant - R.I.T.T., Inc)



## **RESOLUTION**

**WHEREAS**, an agreement has been reached for Jefferson County to purchase a parcel of land known as Tract 10 Grants Mill Road Corridor.

**WHEREAS** buyer has agreed to sale said property to Jefferson County.

**BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION** that the President of the Commission is hereby authorized, to execute said sales agreement and all necessary closing documents for the purchase of said parcel of land.

### Certification

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, Mildred G. Diliberto, Minute Clerk of the Jefferson County Commission, hereby certify that the above and foregoing is a true and correct copy and/or transcript of a resolution duly adopted and approved by the Jefferson County Commission at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2021, as 1same appears and is recorded in Minute Book \_\_\_\_\_, Page(s) \_\_\_\_\_ of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mildred G. Diliberto  
Minute Clerk

Jefferson County Commission  
My Commission Expires: August 20, 2023

## RESOLUTION

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Heather M. Carter, P.E. Director/County Engineer

Department: Roads & Transportation

Date: April 29, 2021

Purpose: Payment for 0.15 acres of road right of way for the Grants Mill Road Corridor.  
Tract No. 11  
Agent: Taisha B. Rogers

I, Mildred G. Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the \_\_ day of \_\_\_\_\_, 2021, recorded in Minute Book \_\_\_\_\_, Page(s) \_\_\_\_\_, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mildred G. Diliberto  
Minute Clerk  
Jefferson County

Commission

My Commission Expires August 23, 2022

**RESOLUTION**

BE IT RESOLVED by the JEFFERSON COUNTY COMMISSION, that upon the recommendation below the following transaction is hereby approved and the Finance Department is directed to make payment as stated.

Recommended by: Heather M. Carter, P.E. Director/County Engineer

Department: Roads & Transportation

Date: May 11, 2021

Purpose: Payment for 0.16 acres of road right of way, 0.02 acres of permanent construction easement and 0.05 acres of temporary construction easement for the Grants Mill Road Corridor.

Tract No. 12

Agent: Taisha B. Rogers

I, Mildred G. Diliberto, Minute Clerk, Jefferson County Commission, hereby certify that the above and foregoing is a true and correct transcript of a resolution duly adopted by the Jefferson County Commission on the \_\_ day of \_\_\_\_\_, 2021, recorded in Minute Book \_\_\_\_\_, Page(s) \_\_\_\_\_, of the Official Minutes and Records of said County Commission.

GIVEN, under my hand and seal of Jefferson County, Alabama, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mildred G. Diliberto  
Minute Clerk

Commission

Jefferson County

My Commission Expires August 23, 2023

## RESOLUTION

WHEREAS, the County of Jefferson, Alabama (hereinafter at times referred to as County) is desirous of having certain improvements made on CR-126, within the Limits of Jefferson County, in accordance with plans prepared by the Alabama Department of Transportation and designated as Project Number: STPBH-3717(250) Bridge Replacement on CR-126 (Springdale Road) over Five Mile Creek.

WHEREAS, the Alabama Department of Transportation is now or may later be desirous of receiving Federal Aid for improvement of said highway; and

WHEREAS, the Federal Highway Administration, an agency of the United States of America, will not participate in any funding for the construction of said project until and unless the County will agree to certain requirements of the Federal Highway Administration. The County for the purpose of complying with requirements of the Federal Highway Administration in regard to its funding of improvements of the type and kind in this agreement provided for, does hereby pass and adopt the following resolution:

BE IT RESOLVED by the Commission of Jefferson County, that the plans of said project including alignment, profile, grades, typical sections and paving layouts as submitted to this County and which are now on file in the office of the County Clerk are hereby approved and that the location of said project as staked out by the Alabama Department of Transportation and as shown by said plans referred to are hereby

approved and the Alabama Department of Transportation, in cooperation with the Federal Highway Administration, is hereby authorized to proceed with the grading, draining, paving, and otherwise improving and construction of said project in accordance with said plans.

The County by and through its Commission hereby grants to the Alabama Department of

Transportation the full use of and access to the dedicated widths of any existing streets for the construction of said project and hereby agrees to permit and allow the Alabama Department of Transportation to close and barricade the said project and intersecting streets for as long as necessary while the said project is being graded, drained, paved, and otherwise improved, and hereby agrees that the use of any street or highway for parking within an interchange area will not at any time be permitted.

The County hereby further agrees to adopt or pass such legally effective ordinances and/or laws as will permanently barricade and/or relocate certain intersecting streets as required by the State and to permanently deny or limit access at certain locations as required by the State along said improvements, all of which are more specifically stated as follows:

--- N/A- The Project does not permanently barricade or relocate any intersecting streets

Please refer to:	Project Notes Sheet	(Sheet 2C)
Please refer to:	General Traffic Control Plan Notes	(Sheet 2D)
Please refer to:	Traffic <u>Signal</u> Plan Notes	(Sheet 2E).
Please refer to:	Traffic Control Plan and <u>Sequence</u> of Construction	(Sheets 60- 63)

BE IT FURTHER RESOLVED by the County Commission, that for and in consideration of the Alabama Department of Transportation in cooperation with the



Federal Highway Administration, constructing said highway and routing traffic along the same through the County over said project, such County hereby agrees with the Alabama Department of Transportation and for the benefit of the Federal Highway Administration, that on the above mentioned project the County will not in the future permit encroachments upon the right of way; nor will it pass any ordinances or laws fixing a speed limit contrary to those limits provided for in Title 32, Chapter 5, Code of Alabama 1975, as amended, and other laws of Alabama; nor will it permit other than parallel parking in areas where parking is permitted;

nor will it allow the placing of any informational, regulatory, or warning signs, signals, median crossover, curb and pavement or other markings, and traffic signals without written approval of the Alabama Department of Transportation and the Federal Highway Administration, of the location, form and character of such installations. The traffic control devices and signs installed during construction, and those installed after completion of this project shall be in accordance with the latest edition of the national Manual on Uniform Traffic Control Devices and accepted standards adopted by the Alabama Department of Transportation of the State of Alabama and by the Federal Highway Administration. The County further agrees that subsequent traffic control devices deemed necessary by it in keeping with applicable statutes, rules and regulations to promote the safe and efficient utilization of the highway under the authority of Title 32, Chapter 5, Code of Alabama 1975, and all other applicable laws of Alabama, shall be subject to and must have the approval of the Alabama Department of Transportation of the State of Alabama and of the Federal Highway Administration,

prior to installation and the County further agrees that it will enforce traffic and control the same under the provisions of Title 32, Chapter 5, Code of Alabama 1975, and other applicable laws of Alabama.

BE IT FURTHER RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, or relocated roads that are not designated Federal or State highways that are in the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to perform all maintenance on interchanges to the theoretical crossing of the denied access line.
4. That the County agrees to perform all maintenance on grade separations along the roadway to the end of the bridge, or the denied access fence, whichever the case.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED, AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST

County Clerk

Commission President

I, the undersigned, Clerk of the Jefferson County, do hereby certify

that the above and foregoing is a true and correct copy of a resolution duly  
and lawfully adopted by the Commission of the foregoing County, at its  
regular meeting held on the \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_

Clerk.

which resolution is on file in the office of the County

Given under my hand and the official seal of such County this

\_\_\_\_\_  
day of

- - - 20 .

COUNTY CLERK

## **RESOLUTION**

WHEREAS, the County Fleet Manager along with the Sheriff's Department has identified rolling stock A086401 to be surplus and of no use to the County; and

EQUIP ID	Serial Number	Asset Number	Year	Make	Description	Mileage	Department Name
A086401	2FAFP71V58X168874	160000005267	2008	CHEVY	IMPALA 4 DR SEDAN	140567	Sheriff's Department

WHEREAS, the Jefferson County District Attorney has indicated that the surplus vehicle identified would be beneficial to the operation of his office; and

WHEREAS, the Jefferson County Commission deems the use of the surplus vehicle by the Jefferson County District Attorney for the operation of his office to be a public purpose that is beneficial to Jefferson County.

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Fleet Manager is authorized to dispose of the identified surplus vehicle and is hereby authorized to execute any documents to effect the transfer of the identified vehicle to the Jefferson County District Attorney and the State of Alabama.

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a letter agreement with Bressler Amery & Ross, providing for the County's representation in the lawsuit styled *Norfolk Southern Railway Co. v. Alabama Dept. of Revenue, et al.*, Eleventh Circuit Court of Appeals Case No. 21-11371.

**RESOLUTION**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute a letter agreement with Bressler Amery & Ross, providing for the County's representation in the lawsuit styled *Norfolk Southern Railway Co. v. Alabama Dept. of Revenue, et al.*, Eleventh Circuit Court of Appeals Case No. 21-11371.

Attachment: 00050513 (7374 : Resolution Bressler Amery & Ross)

NOW THEREFORE BE IT RESOLVED by the Jefferson County Commission that acceptance of American Rescue Plan Act funds by the County Manager is authorized. The County Manager will develop program parameters for use of these funds and administer the program. The County Manager is further authorized to correspondingly allocate budgetary appropriations to properly administer the grant in compliance with federal legislation.



State	County	Allocation	*
Alabama	Autauga County	\$10,851,898.00	
Alabama	Baldwin County	\$43,360,588.00	
Alabama	Barbour County	\$4,794,966.00	
Alabama	Bibb County	\$4,349,772.00	
Alabama	Blount County	\$11,232,023.00	
Alabama	Bullock County	\$1,962,001.00	
Alabama	Butler County	\$3,777,546.00	
Alabama	Calhoun County	\$22,066,439.00	
Alabama	Chambers County	\$6,459,200.00	
Alabama	Cherokee County	\$5,088,266.00	
Alabama	Chilton County	\$8,629,618.00	
Alabama	Choctaw County	\$2,445,266.00	
Alabama	Clarke County	\$4,588,297.00	
Alabama	Clay County	\$2,570,744.00	
Alabama	Cleburne County	\$2,896,093.00	
Alabama	Coffee County	\$10,166,820.00	
Alabama	Colbert County	\$10,729,917.00	
Alabama	Conecuh County	\$2,343,873.00	
Alabama	Coosa County	\$2,071,163.00	
Alabama	Covington County	\$7,196,334.00	
Alabama	Crenshaw County	\$2,675,050.00	
Alabama	Cullman County	\$16,270,952.00	
Alabama	Dale County	\$9,551,085.00	
Alabama	Dallas County	\$7,224,887.00	
Alabama	DeKalb County	\$13,890,562.00	
Alabama	Elmore County	\$15,773,896.00	
Alabama	Escambia County	\$7,115,531.00	
Alabama	Etowah County	\$19,864,360.00	
Alabama	Fayette County	\$3,166,472.00	
Alabama	Franklin County	\$6,091,701.00	
Alabama	Geneva County	\$5,102,834.00	
Alabama	Greene County	\$1,575,467.00	
Alabama	Hale County	\$2,845,785.00	
Alabama	Henry County	\$3,341,870.00	
Alabama	Houston County	\$20,566,337.00	
Alabama	Jackson County	\$10,027,745.00	
Alabama	Jefferson County	\$127,920,085.00	
Alabama	Lamar County	\$2,681,459.00	
Alabama	Lauderdale County	\$18,011,521.00	
Alabama	Lawrence County	\$6,395,101.00	
Alabama	Lee County	\$31,960,355.00	
Alabama	Limestone County	\$19,213,079.00	
Alabama	Lowndes County	\$1,889,161.00	
Alabama	Macon County	\$3,509,497.00	

Alabama	Madison County	\$72,433,202.00
Alabama	Marengo County	\$3,663,917.00
Alabama	Marion County	\$5,770,625.00
Alabama	Marshall County	\$18,797,215.00
Alabama	Mobile County	\$80,261,198.00
Alabama	Monroe County	\$4,027,142.00
Alabama	Montgomery County	\$43,992,250.00
Alabama	Morgan County	\$23,246,243.00
Alabama	Perry County	\$1,733,188.00
Alabama	Pickens County	\$3,871,169.00
Alabama	Pike County	\$6,432,006.00
Alabama	Randolph County	\$4,413,482.00
Alabama	Russell County	\$11,258,245.00
Alabama	Shelby County	\$42,286,061.00
Alabama	St. Clair County	\$17,386,657.00
Alabama	Sumter County	\$2,413,799.00
Alabama	Talladega County	\$15,534,789.00
Alabama	Tallapoosa County	\$7,840,817.00
Alabama	Tuscaloosa County	\$40,664,754.00
Alabama	Walker County	\$12,338,210.00
Alabama	Washington County	\$3,171,134.00
Alabama	Wilcox County	\$2,014,834.00
Alabama	Winston County	\$4,589,656.00
Alaska	Aleutians East Borough	\$648,173.00
Alaska	Aleutians West Census Area	\$1,094,338.00 *
Alaska	Anchorage Municipality	\$55,940,624.00
Alaska	Bethel Census Area	\$3,571,265.00 *
Alaska	Bristol Bay Borough	\$162,383.00
Alaska	Denali Borough	\$407,318.00
Alaska	Dillingham Census Area	\$954,875.00 *
Alaska	Fairbanks North Star Borough	\$18,811,783.00
Alaska	Haines Borough	\$491,423.00
Alaska	Hoonah-Angoon Census Area	\$417,224.00 *
Alaska	Juneau City and Borough	\$6,210,575.00
Alaska	Kenai Peninsula Borough	\$11,403,341.00
Alaska	Ketchikan Gateway Borough	\$2,700,106.00
Alaska	Kodiak Island Borough	\$2,524,709.00
Alaska	Kusilvak Census Area	\$1,614,897.00 *
Alaska	Lake and Peninsula Borough	\$309,227.00
Alaska	Matanuska-Susitna Borough	\$21,039,307.00
Alaska	Nome Census Area	\$1,943,160.00 *
Alaska	North Slope Borough	\$1,909,751.00
Alaska	Northwest Arctic Borough	\$1,480,290.00
Alaska	Petersburg Borough	\$634,382.00
Alaska	Prince of Wales-Hyder Census Area	\$1,204,860.00 *

Alaska	Sitka City and Borough	\$1,649,666.00
Alaska	Skagway Municipality	\$229,784.00
Alaska	Southeast Fairbanks Census Area	\$1,338,884.00 *
Alaska	Valdez-Cordova Census Area	\$1,787,381.00 *
Alaska	Wrangell City and Borough	\$485,984.00
Alaska	Yakutat City and Borough	\$112,464.00
Alaska	Yukon-Koyukuk Census Area	\$1,015,866.00 *
American Samoa	Eastern District	\$4,473,308.00
American Samoa	Manu'a District	\$222,014.00
American Samoa	Rose Island	\$0.00
American Samoa	Swains Island	\$3,302.00
American Samoa	Western District	\$6,085,291.00
Arizona	Apache County	\$13,963,207.00
Arizona	Cochise County	\$24,458,872.00
Arizona	Coconino County	\$27,868,531.00
Arizona	Gila County	\$10,492,363.00
Arizona	Graham County	\$7,543,632.00
Arizona	Greenlee County	\$1,844,875.00
Arizona	La Paz County	\$4,099,982.00
Arizona	Maricopa County	\$871,239,088.00
Arizona	Mohave County	\$41,213,672.00
Arizona	Navajo County	\$21,545,687.00
Arizona	Pima County	\$203,421,668.00
Arizona	Pinal County	\$89,891,338.00
Arizona	Santa Cruz County	\$9,031,691.00
Arizona	Yavapai County	\$45,665,225.00
Arizona	Yuma County	\$41,525,619.00
Arkansas	Arkansas County	\$3,396,451.00
Arkansas	Ashley County	\$3,818,142.00
Arkansas	Baxter County	\$8,144,799.00
Arkansas	Benton County	\$54,219,867.00
Arkansas	Boone County	\$7,270,727.00
Arkansas	Bradley County	\$2,090,587.00
Arkansas	Calhoun County	\$1,007,902.00
Arkansas	Carroll County	\$5,512,482.00
Arkansas	Chicot County	\$1,965,303.00
Arkansas	Clark County	\$4,335,398.00
Arkansas	Clay County	\$2,826,361.00
Arkansas	Cleburne County	\$4,840,224.00
Arkansas	Cleveland County	\$1,545,360.00
Arkansas	Columbia County	\$4,556,247.00
Arkansas	Conway County	\$4,049,091.00
Arkansas	Craighead County	\$21,430,698.00
Arkansas	Crawford County	\$12,286,931.00
Arkansas	Crittenden County	\$9,314,697.00

Arkansas	Cross County	\$3,189,198.00
Arkansas	Dallas County	\$1,361,416.00
Arkansas	Desha County	\$2,206,741.00
Arkansas	Drew County	\$3,538,827.00
Arkansas	Faulkner County	\$24,475,383.00
Arkansas	Franklin County	\$3,440,931.00
Arkansas	Fulton County	\$2,423,511.00
Arkansas	Garland County	\$19,304,565.00
Arkansas	Grant County	\$3,547,762.00
Arkansas	Greene County	\$8,803,850.00
Arkansas	Hempstead County	\$4,182,339.00
Arkansas	Hot Spring County	\$6,559,621.00
Arkansas	Howard County	\$2,564,334.00
Arkansas	Independence County	\$7,347,063.00
Arkansas	Izard County	\$2,647,273.00
Arkansas	Jackson County	\$3,247,470.00
Arkansas	Jefferson County	\$12,979,779.00
Arkansas	Johnson County	\$5,162,465.00
Arkansas	Lafayette County	\$1,286,634.00
Arkansas	Lawrence County	\$3,186,673.00
Arkansas	Lee County	\$1,720,368.00
Arkansas	Lincoln County	\$2,529,759.00
Arkansas	Little River County	\$2,381,167.00
Arkansas	Logan County	\$4,169,519.00
Arkansas	Lonoke County	\$14,239,414.00
Arkansas	Madison County	\$3,219,694.00
Arkansas	Marion County	\$3,242,614.00
Arkansas	Miller County	\$8,402,165.00
Arkansas	Mississippi County	\$7,895,980.00
Arkansas	Monroe County	\$1,301,591.00
Arkansas	Montgomery County	\$1,745,425.00
Arkansas	Nevada County	\$1,602,854.00
Arkansas	Newton County	\$1,505,929.00
Arkansas	Ouachita County	\$4,541,679.00
Arkansas	Perry County	\$2,030,761.00
Arkansas	Phillips County	\$3,453,945.00
Arkansas	Pike County	\$2,081,846.00
Arkansas	Poinsett County	\$4,570,038.00
Arkansas	Polk County	\$3,877,773.00
Arkansas	Pope County	\$12,445,235.00
Arkansas	Prairie County	\$1,565,949.00
Arkansas	Pulaski County	\$76,124,117.00
Arkansas	Randolph County	\$3,488,131.00
Arkansas	Saline County	\$23,781,952.00
Arkansas	Scott County	\$1,996,964.00

Arkansas	Searcy County	\$1,530,792.00
Arkansas	Sebastian County	\$24,828,896.00
Arkansas	Sevier County	\$3,303,410.00
Arkansas	Sharp County	\$3,387,904.00
Arkansas	St. Francis County	\$4,854,791.00
Arkansas	Stone County	\$2,429,144.00
Arkansas	Union County	\$7,513,525.00
Arkansas	Van Buren County	\$3,213,672.00
Arkansas	Washington County	\$46,459,271.00
Arkansas	White County	\$15,296,847.00
Arkansas	Woodruff County	\$1,227,586.00
Arkansas	Yell County	\$4,145,239.00
California	Alameda County	\$324,636,065.00
California	Alpine County	\$219,295.00
California	Amador County	\$7,721,360.00
California	Butte County	\$42,574,311.00
California	Calaveras County	\$8,916,508.00
California	Colusa County	\$4,185,252.00
California	Contra Costa County	\$224,058,903.00
California	Del Norte County	\$5,402,155.00
California	El Dorado County	\$37,457,492.00
California	Fresno County	\$194,063,657.00
California	Glenn County	\$5,515,007.00
California	Humboldt County	\$26,330,552.00
California	Imperial County	\$35,198,889.00
California	Inyo County	\$3,503,864.00
California	Kern County	\$174,853,685.00
California	Kings County	\$29,706,802.00
California	Lake County	\$12,506,226.00
California	Lassen County	\$5,938,447.00
California	Los Angeles County	\$1,949,978,847.00
California	Madera County	\$30,558,925.00
California	Marin County	\$50,273,916.00
California	Mariposa County	\$3,341,481.00
California	Mendocino County	\$16,849,976.00
California	Merced County	\$53,936,085.00
California	Modoc County	\$1,717,261.00
California	Mono County	\$2,805,578.00
California	Monterey County	\$84,311,261.00
California	Napa County	\$26,755,157.00
California	Nevada County	\$19,376,239.00
California	Orange County	\$616,840,943.00
California	Placer County	\$77,370,739.00
California	Plumas County	\$3,653,039.00
California	Riverside County	\$479,874,599.00

California	Sacramento County	\$301,469,072.00
California	San Benito County	\$12,199,718.00
California	San Bernardino County	\$423,455,955.00
California	San Diego County	\$648,431,468.00
California	San Francisco County	\$171,230,559.00
California	San Joaquin County	\$148,038,314.00
California	San Luis Obispo County	\$54,990,993.00
California	San Mateo County	\$148,897,819.00
California	Santa Barbara County	\$86,727,196.00
California	Santa Clara County	\$374,462,651.00
California	Santa Cruz County	\$53,068,422.00
California	Shasta County	\$34,978,429.00
California	Sierra County	\$583,686.00
California	Siskiyou County	\$8,456,940.00
California	Solano County	\$86,949,405.00
California	Sonoma County	\$96,018,973.00
California	Stanislaus County	\$106,959,250.00
California	Sutter County	\$18,835,480.00
California	Tehama County	\$12,641,804.00
California	Trinity County	\$2,386,217.00
California	Tulare County	\$90,552,914.00
California	Tuolumne County	\$10,581,713.00
California	Ventura County	\$164,326,748.00
California	Yolo County	\$42,829,540.00
California	Yuba County	\$15,280,337.00
Colorado	Adams County	\$100,502,964.00
Colorado	Alamosa County	\$3,153,070.00
Colorado	Arapahoe County	\$127,534,910.00
Colorado	Archuleta County	\$2,724,969.00
Colorado	Baca County	\$695,567.00
Colorado	Bent County	\$1,083,267.00
Colorado	Boulder County	\$63,359,749.00
Colorado	Broomfield County	\$13,687,000.00
Colorado	Chaffee County	\$3,953,914.00
Colorado	Cheyenne County	\$355,650.00
Colorado	Clear Creek County	\$1,884,111.00
Colorado	Conejos County	\$1,593,725.00
Colorado	Costilla County	\$755,004.00
Colorado	Crowley County	\$1,177,278.00
Colorado	Custer County	\$984,400.00
Colorado	Delta County	\$6,052,853.00
Colorado	Denver County	\$141,252,212.00
Colorado	Dolores County	\$399,160.00
Colorado	Douglas County	\$68,207,548.00
Colorado	Eagle County	\$10,707,773.00



Colorado	El Paso County	\$139,929,837.00
Colorado	Elbert County	\$5,191,795.00
Colorado	Fremont County	\$9,292,165.00
Colorado	Garfield County	\$11,666,145.00
Colorado	Gilpin County	\$1,212,630.00
Colorado	Grand County	\$3,056,145.00
Colorado	Gunnison County	\$3,391,789.00
Colorado	Hinsdale County	\$159,275.00
Colorado	Huerfano County	\$1,339,661.00
Colorado	Jackson County	\$270,380.00
Colorado	Jefferson County	\$113,217,801.00
Colorado	Kiowa County	\$273,099.00
Colorado	Kit Carson County	\$1,378,509.00
Colorado	La Plata County	\$10,920,270.00
Colorado	Lake County	\$1,578,574.00
Colorado	Larimer County	\$69,323,447.00
Colorado	Las Animas County	\$2,817,620.00
Colorado	Lincoln County	\$1,107,352.00
Colorado	Logan County	\$4,352,686.00
Colorado	Mesa County	\$29,953,485.00
Colorado	Mineral County	\$149,369.00
Colorado	Moffat County	\$2,580,067.00
Colorado	Montezuma County	\$5,085,741.00
Colorado	Montrose County	\$8,305,240.00
Colorado	Morgan County	\$5,646,118.00
Colorado	Otero County	\$3,550,287.00
Colorado	Ouray County	\$961,868.00
Colorado	Park County	\$3,660,420.00
Colorado	Phillips County	\$828,426.00
Colorado	Pitkin County	\$3,451,031.00
Colorado	Prowers County	\$2,364,268.00
Colorado	Pueblo County	\$32,714,388.00
Colorado	Rio Blanco County	\$1,228,363.00
Colorado	Rio Grande County	\$2,188,483.00
Colorado	Routt County	\$4,979,881.00
Colorado	Saguache County	\$1,325,482.00
Colorado	San Juan County	\$141,405.00
Colorado	San Miguel County	\$1,588,675.00
Colorado	Sedgwick County	\$436,648.00
Colorado	Summit County	\$6,023,523.00
Colorado	Teller County	\$4,931,321.00
Colorado	Washington County	\$953,321.00
Colorado	Weld County	\$63,028,767.00
Colorado	Yuma County	\$1,946,073.00
Connecticut	Fairfield County	\$183,231,182.00 *



Connecticut	Hartford County	\$173,206,156.00 *
Connecticut	Litchfield County	\$35,027,571.00 *
Connecticut	Middlesex County	\$31,551,289.00 *
Connecticut	New Haven County	\$166,026,527.00 *
Connecticut	New London County	\$51,513,156.00 *
Connecticut	Tolland County	\$29,275,787.00 *
Connecticut	Windham County	\$22,683,534.00 *
Delaware	Kent County	\$35,115,561.00
Delaware	New Castle County	\$108,531,220.00
Delaware	Sussex County	\$45,495,460.00
District of Columbia	District of Columbia	\$137,083,470.00
Florida	Alachua County	\$52,258,449.00
Florida	Baker County	\$5,673,700.00
Florida	Bay County	\$33,934,398.00
Florida	Bradford County	\$5,477,714.00
Florida	Brevard County	\$116,920,177.00
Florida	Broward County	\$379,304,234.00
Florida	Calhoun County	\$2,739,731.00
Florida	Charlotte County	\$36,693,553.00
Florida	Citrus County	\$29,069,118.00
Florida	Clay County	\$42,587,131.00
Florida	Collier County	\$74,762,701.00
Florida	Columbia County	\$13,924,165.00
Florida	DeSoto County	\$7,381,249.00
Florida	Dixie County	\$3,268,253.00
Florida	Duval County	\$186,032,681.00
Florida	Escambia County	\$61,829,151.00
Florida	Flagler County	\$22,353,135.00
Florida	Franklin County	\$2,355,139.00
Florida	Gadsden County	\$8,868,920.00
Florida	Gilchrist County	\$3,609,336.00
Florida	Glades County	\$2,682,625.00
Florida	Gulf County	\$2,649,216.00
Florida	Hamilton County	\$2,802,470.00
Florida	Hardee County	\$5,232,196.00
Florida	Hendry County	\$8,162,281.00
Florida	Hernando County	\$37,666,687.00
Florida	Highlands County	\$20,632,184.00
Florida	Hillsborough County	\$285,912,528.00
Florida	Holmes County	\$3,810,372.00
Florida	Indian River County	\$31,063,168.00
Florida	Jackson County	\$9,015,375.00
Florida	Jefferson County	\$2,767,118.00
Florida	Lafayette County	\$1,635,875.00
Florida	Lake County	\$71,308,368.00

Florida	Lee County	\$149,675,549.00
Florida	Leon County	\$57,024,862.00
Florida	Levy County	\$8,061,471.00
Florida	Liberty County	\$1,622,667.00
Florida	Madison County	\$3,592,048.00
Florida	Manatee County	\$78,327,168.00
Florida	Marion County	\$71,009,435.00
Florida	Martin County	\$31,272,363.00
Florida	Miami-Dade County	\$527,733,745.00
Florida	Monroe County	\$14,417,919.00
Florida	Nassau County	\$17,214,367.00
Florida	Okaloosa County	\$40,933,386.00
Florida	Okeechobee County	\$8,190,640.00
Florida	Orange County	\$270,661,716.00
Florida	Osceola County	\$72,985,227.00
Florida	Palm Beach County	\$290,730,026.00
Florida	Pasco County	\$107,597,711.00
Florida	Pinellas County	\$189,381,543.00
Florida	Polk County	\$140,779,436.00
Florida	Putnam County	\$14,474,831.00
Florida	Santa Rosa County	\$35,800,640.00
Florida	Sarasota County	\$84,249,299.00
Florida	Seminole County	\$91,646,669.00
Florida	St. Johns County	\$51,409,433.00
Florida	St. Lucie County	\$63,767,844.00
Florida	Sumter County	\$25,721,033.00
Florida	Suwannee County	\$8,627,482.00
Florida	Taylor County	\$4,189,525.00
Florida	Union County	\$2,959,609.00
Florida	Volusia County	\$107,468,931.00
Florida	Wakulla County	\$6,553,405.00
Florida	Walton County	\$14,387,423.00
Florida	Washington County	\$4,947,832.00
Georgia	Appling County	\$3,571,265.00
Georgia	Atkinson County	\$1,585,956.00
Georgia	Bacon County	\$2,168,476.00
Georgia	Baker County	\$590,096.00
Georgia	Baldwin County	\$8,719,356.00
Georgia	Banks County	\$3,735,979.00
Georgia	Barrow County	\$16,168,394.00
Georgia	Bartow County	\$20,926,843.00
Georgia	Ben Hill County	\$3,243,779.00
Georgia	Berrien County	\$3,767,640.00
Georgia	Bibb County	\$29,749,340.00
Georgia	Bleckley County	\$2,500,429.00

Georgia	Brantley County	\$3,711,699.00
Georgia	Brooks County	\$3,002,341.00
Georgia	Bryan County	\$7,697,080.00
Georgia	Bulloch County	\$15,462,921.00
Georgia	Burke County	\$4,347,635.00
Georgia	Butts County	\$4,843,526.00
Georgia	Calhoun County	\$1,202,141.00
Georgia	Camden County	\$10,618,230.00
Georgia	Candler County	\$2,098,356.00
Georgia	Carroll County	\$23,307,039.00
Georgia	Catoosa County	\$13,126,623.00
Georgia	Charlton County	\$2,601,239.00
Georgia	Chatham County	\$56,218,385.00
Georgia	Chattahoochee County	\$2,118,557.00
Georgia	Chattooga County	\$4,814,973.00
Georgia	Cherokee County	\$50,263,622.00
Georgia	Clarke County	\$24,926,792.00
Georgia	Clay County	\$550,471.00
Georgia	Clayton County	\$66,847,995.00
Georgia	Clinch County	\$1,285,469.00
Georgia	Cobb County	\$147,648,478.00
Georgia	Coffee County	\$8,405,273.00
Georgia	Colquitt County	\$8,857,265.00
Georgia	Columbia County	\$30,439,857.00
Georgia	Cook County	\$3,354,495.00
Georgia	Coweta County	\$28,846,132.00
Georgia	Crawford County	\$2,409,332.00
Georgia	Crisp County	\$4,345,499.00
Georgia	Dade County	\$3,130,344.00
Georgia	Dawson County	\$5,071,173.00
Georgia	DeKalb County	\$147,484,541.00
Georgia	Decatur County	\$5,128,667.00
Georgia	Dodge County	\$4,002,280.00
Georgia	Dooly County	\$2,600,851.00
Georgia	Dougherty County	\$17,084,422.00
Georgia	Douglas County	\$28,425,412.00
Georgia	Early County	\$1,979,288.00
Georgia	Echols County	\$778,119.00
Georgia	Effingham County	\$12,488,744.00
Georgia	Elbert County	\$3,728,209.00
Georgia	Emanuel County	\$4,398,720.00
Georgia	Evans County	\$2,069,415.00
Georgia	Fannin County	\$5,086,712.00
Georgia	Fayette County	\$22,224,938.00
Georgia	Floyd County	\$19,132,082.00

Georgia	Forsyth County	\$47,443,088.00
Georgia	Franklin County	\$4,535,270.00
Georgia	Fulton County	\$206,657,290.00
Georgia	Gilmer County	\$6,093,061.00
Georgia	Glascock County	\$577,082.00
Georgia	Glynn County	\$16,566,971.00
Georgia	Gordon County	\$11,258,633.00
Georgia	Grady County	\$4,784,671.00
Georgia	Greene County	\$3,559,222.00
Georgia	Gwinnett County	\$181,855,587.00
Georgia	Habersham County	\$8,804,433.00
Georgia	Hall County	\$39,710,268.00
Georgia	Hancock County	\$1,642,673.00
Georgia	Haralson County	\$5,786,747.00
Georgia	Harris County	\$6,844,180.00
Georgia	Hart County	\$5,090,014.00
Georgia	Heard County	\$2,315,903.00
Georgia	Henry County	\$45,560,724.00
Georgia	Houston County	\$30,663,037.00
Georgia	Irwin County	\$1,828,948.00
Georgia	Jackson County	\$14,174,927.00
Georgia	Jasper County	\$2,761,874.00
Georgia	Jeff Davis County	\$2,935,912.00
Georgia	Jefferson County	\$2,983,888.00
Georgia	Jenkins County	\$1,685,211.00
Georgia	Johnson County	\$1,873,040.00
Georgia	Jones County	\$5,581,437.00
Georgia	Lamar County	\$3,705,484.00
Georgia	Lanier County	\$2,024,546.00
Georgia	Laurens County	\$9,235,253.00
Georgia	Lee County	\$5,825,594.00
Georgia	Liberty County	\$11,933,029.00
Georgia	Lincoln County	\$1,538,561.00
Georgia	Long County	\$3,799,106.00
Georgia	Lowndes County	\$22,804,739.00
Georgia	Lumpkin County	\$6,528,348.00
Georgia	Macon County	\$2,514,803.00
Georgia	Madison County	\$5,803,840.00
Georgia	Marion County	\$1,623,638.00
Georgia	McDuffie County	\$4,139,606.00
Georgia	McIntosh County	\$2,792,758.00
Georgia	Meriwether County	\$4,111,442.00
Georgia	Miller County	\$1,110,654.00
Georgia	Mitchell County	\$4,246,631.00
Georgia	Monroe County	\$5,356,703.00

Georgia	Montgomery County	\$1,781,553.00
Georgia	Morgan County	\$3,744,137.00
Georgia	Murray County	\$7,788,178.00
Georgia	Muscogee County	\$38,025,833.00
Georgia	Newton County	\$21,704,962.00
Georgia	Oconee County	\$7,823,918.00
Georgia	Oglethorpe County	\$2,963,882.00
Georgia	Paulding County	\$32,761,587.00
Georgia	Peach County	\$5,350,488.00
Georgia	Pickens County	\$6,330,420.00
Georgia	Pierce County	\$3,780,848.00
Georgia	Pike County	\$3,683,146.00
Georgia	Polk County	\$8,277,076.00
Georgia	Pulaski County	\$2,163,232.00
Georgia	Putnam County	\$4,296,356.00
Georgia	Quitman County	\$446,554.00
Georgia	Rabun County	\$3,328,661.00
Georgia	Randolph County	\$1,316,547.00
Georgia	Richmond County	\$39,336,747.00
Georgia	Rockdale County	\$17,655,482.00
Georgia	Schley County	\$1,021,111.00
Georgia	Screven County	\$2,712,732.00
Georgia	Seminole County	\$1,571,388.00
Georgia	Spalding County	\$12,956,276.00
Georgia	Stephens County	\$5,035,627.00
Georgia	Stewart County	\$1,286,052.00
Georgia	Sumter County	\$5,734,691.00
Georgia	Talbot County	\$1,203,306.00
Georgia	Taliaferro County	\$298,544.00
Georgia	Tattnall County	\$4,911,509.00
Georgia	Taylor County	\$1,557,791.00
Georgia	Telfair County	\$3,080,619.00
Georgia	Terrell County	\$1,657,047.00
Georgia	Thomas County	\$8,634,086.00
Georgia	Tift County	\$7,894,621.00
Georgia	Toombs County	\$5,211,413.00
Georgia	Towns County	\$2,338,046.00
Georgia	Treutlen County	\$1,340,438.00
Georgia	Troup County	\$13,581,529.00
Georgia	Turner County	\$1,550,993.00
Georgia	Twiggs County	\$1,577,215.00
Georgia	Union County	\$4,760,974.00
Georgia	Upson County	\$5,112,351.00
Georgia	Walker County	\$13,550,256.00
Georgia	Walton County	\$18,373,581.00

Georgia	Ware County	\$6,940,911.00
Georgia	Warren County	\$1,020,528.00
Georgia	Washington County	\$3,957,411.00
Georgia	Wayne County	\$5,812,969.00
Georgia	Webster County	\$506,379.00
Georgia	Wheeler County	\$1,525,742.00
Georgia	White County	\$5,982,150.00
Georgia	Whitfield County	\$20,322,762.00
Georgia	Wilcox County	\$1,677,248.00
Georgia	Wilkes County	\$1,899,068.00
Georgia	Wilkinson County	\$1,739,210.00
Georgia	Worth County	\$3,932,742.00
Guam	Guam	\$32,660,972.00
Hawaii	Hawaii County	\$39,141,538.00
Hawaii	Honolulu County	\$189,297,438.00
Hawaii	Kalawao County	\$16,704.00 *
Hawaii	Kauai County	\$14,042,068.00
Hawaii	Maui County	\$32,518,790.00
Idaho	Ada County	\$93,542,629.00
Idaho	Adams County	\$834,059.00
Idaho	Bannock County	\$17,055,675.00
Idaho	Bear Lake County	\$1,189,709.00
Idaho	Benewah County	\$1,806,027.00
Idaho	Bingham County	\$9,092,488.00
Idaho	Blaine County	\$4,471,559.00
Idaho	Boise County	\$1,521,080.00
Idaho	Bonner County	\$8,884,265.00
Idaho	Bonneville County	\$23,126,398.00
Idaho	Boundary County	\$2,378,448.00
Idaho	Butte County	\$504,437.00
Idaho	Camas County	\$214,828.00
Idaho	Canyon County	\$44,645,474.00
Idaho	Caribou County	\$1,389,775.00
Idaho	Cassia County	\$4,667,546.00
Idaho	Clark County	\$164,131.00
Idaho	Clearwater County	\$1,700,750.00
Idaho	Custer County	\$838,138.00
Idaho	Elmore County	\$5,343,689.00
Idaho	Franklin County	\$2,695,250.00
Idaho	Fremont County	\$2,544,327.00
Idaho	Gem County	\$3,518,044.00
Idaho	Gooding County	\$2,948,343.00
Idaho	Idaho County	\$3,237,369.00
Idaho	Jefferson County	\$5,802,092.00
Idaho	Jerome County	\$4,741,745.00



Idaho	Kootenai County	\$32,184,700.00
Idaho	Latah County	\$7,790,509.00
Idaho	Lemhi County	\$1,559,151.00
Idaho	Lewis County	\$745,487.00
Idaho	Lincoln County	\$1,042,283.00
Idaho	Madison County	\$7,751,467.00
Idaho	Minidoka County	\$4,086,579.00
Idaho	Nez Perce County	\$7,848,780.00
Idaho	Oneida County	\$880,094.00
Idaho	Owyhee County	\$2,296,479.00
Idaho	Payette County	\$4,652,201.00
Idaho	Power County	\$1,491,944.00
Idaho	Shoshone County	\$2,502,177.00
Idaho	Teton County	\$2,358,441.00
Idaho	Twin Falls County	\$16,875,033.00
Idaho	Valley County	\$2,212,762.00
Idaho	Washington County	\$1,980,065.00
Illinois	Adams County	\$12,709,982.00
Illinois	Alexander County	\$1,119,007.00
Illinois	Bond County	\$3,190,558.00
Illinois	Boone County	\$10,400,294.00
Illinois	Brown County	\$1,277,699.00
Illinois	Bureau County	\$6,337,607.00
Illinois	Calhoun County	\$920,495.00
Illinois	Carroll County	\$2,778,579.00
Illinois	Cass County	\$2,359,412.00
Illinois	Champaign County	\$40,729,630.00
Illinois	Christian County	\$6,274,673.00
Illinois	Clark County	\$2,999,233.00
Illinois	Clay County	\$2,560,837.00
Illinois	Clinton County	\$7,295,978.00
Illinois	Coles County	\$9,832,536.00
Illinois	Cook County	\$1,000,372,385.00
Illinois	Crawford County	\$3,625,846.00
Illinois	Cumberland County	\$2,091,169.00
Illinois	De Witt County	\$3,037,498.00
Illinois	DeKalb County	\$20,375,013.00
Illinois	Douglas County	\$3,780,848.00
Illinois	DuPage County	\$179,266,585.00
Illinois	Edgar County	\$3,333,323.00
Illinois	Edwards County	\$1,242,154.00
Illinois	Effingham County	\$6,605,655.00
Illinois	Fayette County	\$4,144,268.00
Illinois	Ford County	\$2,517,522.00
Illinois	Franklin County	\$7,472,152.00



Illinois	Fulton County	\$6,670,142.00
Illinois	Gallatin County	\$937,782.00
Illinois	Greene County	\$2,519,076.00
Illinois	Grundy County	\$9,916,641.00
Illinois	Hamilton County	\$1,576,438.00
Illinois	Hancock County	\$3,439,571.00
Illinois	Hardin County	\$742,184.00
Illinois	Henderson County	\$1,290,908.00
Illinois	Henry County	\$9,500,777.00
Illinois	Iroquois County	\$5,266,577.00
Illinois	Jackson County	\$11,023,022.00
Illinois	Jasper County	\$1,866,630.00
Illinois	Jefferson County	\$7,319,675.00
Illinois	Jersey County	\$4,229,150.00
Illinois	Jo Daviess County	\$4,124,650.00
Illinois	Johnson County	\$2,411,857.00
Illinois	Kane County	\$103,413,041.00
Illinois	Kankakee County	\$21,339,406.00
Illinois	Kendall County	\$25,054,795.00
Illinois	Knox County	\$9,653,448.00
Illinois	LaSalle County	\$21,107,679.00
Illinois	Lake County	\$135,293,758.00
Illinois	Lawrence County	\$3,045,268.00
Illinois	Lee County	\$6,622,748.00
Illinois	Livingston County	\$6,924,206.00
Illinois	Logan County	\$5,558,711.00
Illinois	Macon County	\$20,202,529.00
Illinois	Macoupin County	\$8,726,349.00
Illinois	Madison County	\$51,078,063.00
Illinois	Marion County	\$7,226,635.00
Illinois	Marshall County	\$2,221,697.00
Illinois	Mason County	\$2,594,829.00
Illinois	Massac County	\$2,675,050.00
Illinois	McDonough County	\$5,765,381.00
Illinois	McHenry County	\$59,781,491.00
Illinois	McLean County	\$33,315,167.00
Illinois	Menard County	\$2,368,930.00
Illinois	Mercer County	\$2,998,456.00
Illinois	Monroe County	\$6,727,831.00
Illinois	Montgomery County	\$5,519,086.00
Illinois	Morgan County	\$6,537,672.00
Illinois	Moultrie County	\$2,816,649.00
Illinois	Ogle County	\$9,836,809.00
Illinois	Peoria County	\$34,803,420.00
Illinois	Perry County	\$4,062,688.00

Illinois	Piatt County	\$3,174,630.00
Illinois	Pike County	\$3,022,542.00
Illinois	Pope County	\$811,333.00
Illinois	Pulaski County	\$1,036,261.00
Illinois	Putnam County	\$1,114,733.00
Illinois	Randolph County	\$6,173,281.00
Illinois	Richland County	\$3,013,218.00
Illinois	Rock Island County	\$27,558,333.00
Illinois	Saline County	\$4,562,851.00
Illinois	Sangamon County	\$37,812,754.00
Illinois	Schuyler County	\$1,314,605.00
Illinois	Scott County	\$961,674.00
Illinois	Shelby County	\$4,202,151.00
Illinois	St. Clair County	\$50,440,961.00
Illinois	Stark County	\$1,037,621.00
Illinois	Stephenson County	\$8,643,215.00
Illinois	Tazewell County	\$25,601,188.00
Illinois	Union County	\$3,234,650.00
Illinois	Vermilion County	\$14,715,103.00
Illinois	Wabash County	\$2,237,625.00
Illinois	Warren County	\$3,271,750.00
Illinois	Washington County	\$2,697,387.00
Illinois	Wayne County	\$3,149,574.00
Illinois	White County	\$2,629,404.00
Illinois	Whiteside County	\$10,717,097.00
Illinois	Will County	\$134,168,730.00
Illinois	Williamson County	\$12,935,687.00
Illinois	Winnebago County	\$54,886,298.00
Illinois	Woodford County	\$7,470,210.00
Indiana	Adams County	\$6,949,263.00
Indiana	Allen County	\$73,674,384.00
Indiana	Bartholomew County	\$16,273,089.00
Indiana	Benton County	\$1,699,196.00
Indiana	Blackford County	\$2,283,854.00
Indiana	Boone County	\$13,177,707.00
Indiana	Brown County	\$2,931,444.00
Indiana	Carroll County	\$3,934,685.00
Indiana	Cass County	\$7,320,646.00
Indiana	Clark County	\$22,978,777.00
Indiana	Clay County	\$5,093,899.00
Indiana	Clinton County	\$6,293,126.00
Indiana	Crawford County	\$2,054,458.00
Indiana	Daviess County	\$6,478,041.00
Indiana	DeKalb County	\$8,444,509.00
Indiana	Dearborn County	\$9,606,637.00

Indiana	Decatur County	\$5,158,774.00
Indiana	Delaware County	\$22,169,386.00
Indiana	Dubois County	\$8,300,967.00
Indiana	Elkhart County	\$40,079,320.00
Indiana	Fayette County	\$4,487,293.00
Indiana	Floyd County	\$15,251,978.00
Indiana	Fountain County	\$3,175,019.00
Indiana	Franklin County	\$4,420,475.00
Indiana	Fulton County	\$3,879,715.00
Indiana	Gibson County	\$6,537,866.00
Indiana	Grant County	\$12,774,857.00
Indiana	Greene County	\$6,200,474.00
Indiana	Hamilton County	\$65,654,674.00
Indiana	Hancock County	\$15,183,218.00
Indiana	Harrison County	\$7,869,564.00
Indiana	Hendricks County	\$33,080,915.00
Indiana	Henry County	\$9,317,999.00
Indiana	Howard County	\$16,033,204.00
Indiana	Huntington County	\$7,093,582.00
Indiana	Jackson County	\$8,591,353.00
Indiana	Jasper County	\$6,519,025.00
Indiana	Jay County	\$3,969,453.00
Indiana	Jefferson County	\$6,275,450.00
Indiana	Jennings County	\$5,387,199.00
Indiana	Johnson County	\$30,722,086.00
Indiana	Knox County	\$7,107,956.00
Indiana	Kosciusko County	\$15,433,397.00
Indiana	LaGrange County	\$7,694,555.00
Indiana	LaPorte County	\$21,344,456.00
Indiana	Lake County	\$94,301,324.00
Indiana	Lawrence County	\$8,812,591.00
Indiana	Madison County	\$25,167,259.00
Indiana	Marion County	\$187,358,746.00
Indiana	Marshall County	\$8,985,074.00
Indiana	Martin County	\$1,991,914.00
Indiana	Miami County	\$6,898,567.00
Indiana	Monroe County	\$28,830,982.00
Indiana	Montgomery County	\$7,446,707.00
Indiana	Morgan County	\$13,691,662.00
Indiana	Newton County	\$2,716,228.00
Indiana	Noble County	\$9,273,712.00
Indiana	Ohio County	\$1,141,150.00
Indiana	Orange County	\$3,816,005.00
Indiana	Owen County	\$4,039,962.00
Indiana	Parke County	\$3,289,814.00

Indiana	Perry County	\$3,723,354.00
Indiana	Pike County	\$2,406,418.00
Indiana	Porter County	\$33,096,066.00
Indiana	Posey County	\$4,938,897.00
Indiana	Pulaski County	\$2,399,425.00
Indiana	Putnam County	\$7,298,697.00
Indiana	Randolph County	\$4,790,887.00
Indiana	Ripley County	\$5,501,605.00
Indiana	Rush County	\$3,220,665.00
Indiana	Scott County	\$4,637,050.00
Indiana	Shelby County	\$8,688,084.00
Indiana	Spencer County	\$3,938,570.00
Indiana	St. Joseph County	\$52,799,014.00
Indiana	Starke County	\$4,466,509.00
Indiana	Steuben County	\$6,719,479.00
Indiana	Sullivan County	\$4,014,711.00
Indiana	Switzerland County	\$2,088,256.00
Indiana	Tippecanoe County	\$38,018,646.00
Indiana	Tipton County	\$2,942,321.00
Indiana	Union County	\$1,370,157.00
Indiana	Vanderburgh County	\$35,244,730.00
Indiana	Vermillion County	\$3,010,305.00
Indiana	Vigo County	\$20,790,877.00
Indiana	Wabash County	\$6,020,610.00
Indiana	Warren County	\$1,605,379.00
Indiana	Warrick County	\$12,236,623.00
Indiana	Washington County	\$5,445,664.00
Indiana	Wayne County	\$12,797,195.00
Indiana	Wells County	\$5,496,166.00
Indiana	White County	\$4,681,531.00
Indiana	Whitley County	\$6,597,109.00
Iowa	Adair County	\$1,389,192.00
Iowa	Adams County	\$699,646.00
Iowa	Allamakee County	\$2,658,539.00
Iowa	Appanoose County	\$2,413,605.00
Iowa	Audubon County	\$1,067,534.00
Iowa	Benton County	\$4,981,241.00
Iowa	Black Hawk County	\$25,489,501.00
Iowa	Boone County	\$5,095,647.00
Iowa	Bremer County	\$4,868,000.00
Iowa	Buchanan County	\$4,112,996.00
Iowa	Buena Vista County	\$3,810,955.00
Iowa	Butler County	\$2,804,606.00
Iowa	Calhoun County	\$1,877,896.00
Iowa	Carroll County	\$3,916,815.00

Iowa	Cass County	\$2,493,243.00
Iowa	Cedar County	\$3,618,076.00
Iowa	Cerro Gordo County	\$8,245,415.00
Iowa	Cherokee County	\$2,182,267.00
Iowa	Chickasaw County	\$2,317,845.00
Iowa	Clarke County	\$1,824,869.00
Iowa	Clay County	\$3,110,920.00
Iowa	Clayton County	\$3,408,688.00
Iowa	Clinton County	\$9,018,289.00
Iowa	Crawford County	\$3,267,088.00
Iowa	Dallas County	\$18,152,150.00
Iowa	Davis County	\$1,748,144.00
Iowa	Decatur County	\$1,528,655.00
Iowa	Delaware County	\$3,304,187.00
Iowa	Des Moines County	\$7,568,883.00
Iowa	Dickinson County	\$3,352,164.00
Iowa	Dubuque County	\$18,901,521.00
Iowa	Emmet County	\$1,788,546.00
Iowa	Fayette County	\$3,816,782.00
Iowa	Floyd County	\$3,038,275.00
Iowa	Franklin County	\$1,955,979.00
Iowa	Fremont County	\$1,351,898.00
Iowa	Greene County	\$1,726,390.00
Iowa	Grundy County	\$2,375,923.00
Iowa	Guthrie County	\$2,076,213.00
Iowa	Hamilton County	\$2,869,482.00
Iowa	Hancock County	\$2,064,753.00
Iowa	Hardin County	\$3,272,138.00
Iowa	Harrison County	\$2,728,854.00
Iowa	Henry County	\$3,875,831.00
Iowa	Howard County	\$1,778,834.00
Iowa	Humboldt County	\$1,856,529.00
Iowa	Ida County	\$1,332,475.00
Iowa	Iowa County	\$3,143,552.00
Iowa	Jackson County	\$3,775,798.00
Iowa	Jasper County	\$7,222,750.00
Iowa	Jefferson County	\$3,553,589.00
Iowa	Johnson County	\$29,357,173.00
Iowa	Jones County	\$4,017,042.00
Iowa	Keokuk County	\$1,990,165.00
Iowa	Kossuth County	\$2,877,252.00
Iowa	Lee County	\$6,537,478.00
Iowa	Linn County	\$44,034,983.00
Iowa	Louisa County	\$2,143,419.00
Iowa	Lucas County	\$1,670,449.00

Iowa	Lyon County	\$2,283,271.00
Iowa	Madison County	\$3,173,465.00
Iowa	Mahaska County	\$4,291,695.00
Iowa	Marion County	\$6,459,005.00
Iowa	Marshall County	\$7,646,967.00
Iowa	Mills County	\$2,934,746.00
Iowa	Mitchell County	\$2,056,206.00
Iowa	Monona County	\$1,673,363.00
Iowa	Monroe County	\$1,496,994.00
Iowa	Montgomery County	\$1,926,261.00
Iowa	Muscatine County	\$8,286,982.00
Iowa	O'Brien County	\$2,671,359.00
Iowa	Osceola County	\$1,157,272.00
Iowa	Page County	\$2,934,358.00
Iowa	Palo Alto County	\$1,726,001.00
Iowa	Plymouth County	\$4,890,337.00
Iowa	Pocahontas County	\$1,285,663.00
Iowa	Polk County	\$95,208,028.00
Iowa	Pottawattamie County	\$18,104,173.00
Iowa	Poweshiek County	\$3,594,185.00
Iowa	Ringgold County	\$950,602.00
Iowa	Sac County	\$1,888,190.00
Iowa	Scott County	\$33,592,150.00
Iowa	Shelby County	\$2,224,805.00
Iowa	Sioux County	\$6,770,175.00
Iowa	Story County	\$18,863,839.00
Iowa	Tama County	\$3,273,692.00
Iowa	Taylor County	\$1,188,932.00
Iowa	Union County	\$2,377,671.00
Iowa	Van Buren County	\$1,368,214.00
Iowa	Wapello County	\$6,792,318.00
Iowa	Warren County	\$9,996,667.00
Iowa	Washington County	\$4,266,444.00
Iowa	Wayne County	\$1,251,089.00
Iowa	Webster County	\$6,973,931.00
Iowa	Winnebago County	\$2,011,143.00
Iowa	Winneshiek County	\$3,883,017.00
Iowa	Woodbury County	\$20,027,326.00
Iowa	Worth County	\$1,433,673.00
Iowa	Wright County	\$2,440,021.00
Kansas	Allen County	\$2,402,533.00
Kansas	Anderson County	\$1,526,324.00
Kansas	Atchison County	\$3,121,992.00
Kansas	Barber County	\$859,893.00
Kansas	Barton County	\$5,007,269.00



Kansas	Bourbon County	\$2,823,059.00
Kansas	Brown County	\$1,857,695.00
Kansas	Butler County	\$12,996,677.00
Kansas	Chase County	\$514,343.00
Kansas	Chautauqua County	\$631,274.00
Kansas	Cherokee County	\$3,872,917.00
Kansas	Cheyenne County	\$516,091.00
Kansas	Clark County	\$387,311.00
Kansas	Clay County	\$1,554,295.00
Kansas	Cloud County	\$1,706,578.00
Kansas	Coffey County	\$1,588,675.00
Kansas	Comanche County	\$330,205.00
Kansas	Cowley County	\$6,780,470.00
Kansas	Crawford County	\$7,539,941.00
Kansas	Decatur County	\$549,112.00
Kansas	Dickinson County	\$3,586,804.00
Kansas	Doniphan County	\$1,476,211.00
Kansas	Douglas County	\$23,747,378.00
Kansas	Edwards County	\$543,479.00
Kansas	Elk County	\$491,423.00
Kansas	Ellis County	\$5,546,086.00
Kansas	Ellsworth County	\$1,185,242.00
Kansas	Finney County	\$7,083,287.00
Kansas	Ford County	\$6,530,097.00
Kansas	Franklin County	\$4,961,623.00
Kansas	Geary County	\$6,151,526.00
Kansas	Gove County	\$512,012.00
Kansas	Graham County	\$482,099.00
Kansas	Grant County	\$1,388,804.00
Kansas	Gray County	\$1,163,099.00
Kansas	Greeley County	\$239,302.00
Kansas	Greenwood County	\$1,161,933.00
Kansas	Hamilton County	\$493,171.00
Kansas	Harper County	\$1,055,879.00
Kansas	Harvey County	\$6,687,430.00
Kansas	Haskell County	\$770,737.00
Kansas	Hodgeman County	\$348,463.00
Kansas	Jackson County	\$2,558,312.00
Kansas	Jefferson County	\$3,698,880.00
Kansas	Jewell County	\$559,212.00
Kansas	Johnson County	\$117,009,332.00
Kansas	Kearny County	\$745,487.00
Kansas	Kingman County	\$1,389,192.00
Kansas	Kiowa County	\$480,740.00
Kansas	Labette County	\$3,810,567.00



Kansas	Lane County	\$298,156.00
Kansas	Leavenworth County	\$15,880,533.00
Kansas	Lincoln County	\$575,334.00
Kansas	Linn County	\$1,884,694.00
Kansas	Logan County	\$542,702.00
Kansas	Lyon County	\$6,447,740.00
Kansas	Marion County	\$2,308,328.00
Kansas	Marshall County	\$1,885,471.00
Kansas	McPherson County	\$5,543,949.00
Kansas	Meade County	\$783,363.00
Kansas	Miami County	\$6,650,136.00
Kansas	Mitchell County	\$1,161,351.00
Kansas	Montgomery County	\$6,182,410.00
Kansas	Morris County	\$1,091,619.00
Kansas	Morton County	\$502,494.00
Kansas	Nemaha County	\$1,987,252.00
Kansas	Neosho County	\$3,109,172.00
Kansas	Ness County	\$534,155.00
Kansas	Norton County	\$1,041,311.00
Kansas	Osage County	\$3,097,906.00
Kansas	Osborne County	\$664,489.00
Kansas	Ottawa County	\$1,107,935.00
Kansas	Pawnee County	\$1,245,844.00
Kansas	Phillips County	\$1,016,643.00
Kansas	Pottawatomie County	\$4,736,112.00
Kansas	Pratt County	\$1,780,000.00
Kansas	Rawlins County	\$491,423.00
Kansas	Reno County	\$12,042,385.00
Kansas	Republic County	\$900,489.00
Kansas	Rice County	\$1,852,450.00
Kansas	Riley County	\$14,418,696.00
Kansas	Rooks County	\$955,652.00
Kansas	Rush County	\$589,707.00
Kansas	Russell County	\$1,331,698.00
Kansas	Saline County	\$10,532,376.00
Kansas	Scott County	\$936,811.00
Kansas	Sedgwick County	\$100,235,109.00
Kansas	Seward County	\$4,162,138.00
Kansas	Shawnee County	\$34,355,895.00
Kansas	Sheridan County	\$489,675.00
Kansas	Sherman County	\$1,149,308.00
Kansas	Smith County	\$695,956.00
Kansas	Stafford County	\$807,254.00
Kansas	Stanton County	\$389,642.00
Kansas	Stevens County	\$1,065,397.00

Kansas	Sumner County	\$4,435,625.00
Kansas	Thomas County	\$1,510,591.00
Kansas	Trego County	\$544,450.00
Kansas	Wabaunsee County	\$1,346,265.00
Kansas	Wallace County	\$294,854.00
Kansas	Washington County	\$1,050,052.00
Kansas	Wichita County	\$411,591.00
Kansas	Wilson County	\$1,655,881.00
Kansas	Woodson County	\$609,520.00
Kansas	Wyandotte County	\$32,132,644.00
Kentucky	Adair County	\$3,729,763.00
Kentucky	Allen County	\$4,140,189.00
Kentucky	Anderson County	\$4,418,338.00
Kentucky	Ballard County	\$1,532,152.00
Kentucky	Barren County	\$8,594,850.00
Kentucky	Bath County	\$2,427,978.00
Kentucky	Bell County	\$5,056,411.00
Kentucky	Boone County	\$25,946,543.00
Kentucky	Bourbon County	\$3,843,587.00
Kentucky	Boyd County	\$9,074,424.00
Kentucky	Boyle County	\$5,838,803.00
Kentucky	Bracken County	\$1,612,760.00
Kentucky	Breathitt County	\$2,453,229.00
Kentucky	Breckinridge County	\$3,977,417.00
Kentucky	Bullitt County	\$15,864,606.00
Kentucky	Butler County	\$2,501,595.00
Kentucky	Caldwell County	\$2,475,955.00
Kentucky	Calloway County	\$7,575,487.00
Kentucky	Campbell County	\$18,177,595.00
Kentucky	Carlisle County	\$924,574.00
Kentucky	Carroll County	\$2,064,947.00
Kentucky	Carter County	\$5,205,003.00
Kentucky	Casey County	\$3,138,696.00
Kentucky	Christian County	\$13,686,223.00
Kentucky	Clark County	\$7,043,663.00
Kentucky	Clay County	\$3,865,536.00
Kentucky	Clinton County	\$1,984,727.00
Kentucky	Crittenden County	\$1,710,462.00
Kentucky	Cumberland County	\$1,284,692.00
Kentucky	Daviess County	\$19,717,322.00
Kentucky	Edmonson County	\$2,359,995.00
Kentucky	Elliott County	\$1,460,089.00
Kentucky	Estill County	\$2,739,925.00
Kentucky	Fayette County	\$62,768,488.00
Kentucky	Fleming County	\$2,832,188.00

Kentucky	Floyd County	\$6,912,746.00
Kentucky	Franklin County	\$9,904,404.00
Kentucky	Fulton County	\$1,159,408.00
Kentucky	Gallatin County	\$1,722,699.00
Kentucky	Garrard County	\$3,431,413.00
Kentucky	Grant County	\$4,869,359.00
Kentucky	Graves County	\$7,238,484.00
Kentucky	Grayson County	\$5,133,135.00
Kentucky	Green County	\$2,125,161.00
Kentucky	Greenup County	\$6,817,375.00
Kentucky	Hancock County	\$1,694,146.00
Kentucky	Hardin County	\$21,552,291.00
Kentucky	Harlan County	\$5,052,138.00
Kentucky	Harrison County	\$3,668,384.00
Kentucky	Hart County	\$3,697,326.00
Kentucky	Henderson County	\$8,781,513.00
Kentucky	Henry County	\$3,132,286.00
Kentucky	Hickman County	\$850,764.00
Kentucky	Hopkins County	\$8,679,732.00
Kentucky	Jackson County	\$2,589,002.00
Kentucky	Jefferson County	\$148,933,559.00
Kentucky	Jessamine County	\$10,511,204.00
Kentucky	Johnson County	\$4,309,759.00
Kentucky	Kenton County	\$32,437,404.00
Kentucky	Knott County	\$2,875,892.00
Kentucky	Knox County	\$6,049,551.00
Kentucky	Larue County	\$2,796,643.00
Kentucky	Laurel County	\$11,812,212.00
Kentucky	Lawrence County	\$2,975,148.00
Kentucky	Lee County	\$1,437,946.00
Kentucky	Leslie County	\$1,918,491.00
Kentucky	Letcher County	\$4,186,418.00
Kentucky	Lewis County	\$2,578,513.00
Kentucky	Lincoln County	\$4,768,355.00
Kentucky	Livingston County	\$1,785,827.00
Kentucky	Logan County	\$5,264,246.00
Kentucky	Lyon County	\$1,594,696.00
Kentucky	Madison County	\$18,061,635.00
Kentucky	Magoffin County	\$2,362,132.00
Kentucky	Marion County	\$3,743,554.00
Kentucky	Marshall County	\$6,040,810.00
Kentucky	Martin County	\$2,174,498.00
Kentucky	Mason County	\$3,315,647.00
Kentucky	McCracken County	\$12,706,680.00
Kentucky	McCreary County	\$3,346,920.00

Kentucky	McLean County	\$1,788,352.00
Kentucky	Meade County	\$5,549,776.00
Kentucky	Menifee County	\$1,260,412.00
Kentucky	Mercer County	\$4,260,228.00
Kentucky	Metcalfe County	\$1,956,174.00
Kentucky	Monroe County	\$2,068,638.00
Kentucky	Montgomery County	\$5,469,167.00
Kentucky	Morgan County	\$2,585,117.00
Kentucky	Muhlenberg County	\$5,947,965.00
Kentucky	Nelson County	\$8,980,218.00
Kentucky	Nicholas County	\$1,411,918.00
Kentucky	Ohio County	\$4,660,553.00
Kentucky	Oldham County	\$12,974,923.00
Kentucky	Owen County	\$2,117,391.00
Kentucky	Owsley County	\$857,562.00
Kentucky	Pendleton County	\$2,833,936.00
Kentucky	Perry County	\$5,003,190.00
Kentucky	Pike County	\$11,241,735.00
Kentucky	Powell County	\$2,400,591.00
Kentucky	Pulaski County	\$12,621,409.00
Kentucky	Robertson County	\$409,454.00
Kentucky	Rockcastle County	\$3,242,808.00
Kentucky	Rowan County	\$4,751,068.00
Kentucky	Russell County	\$3,481,333.00
Kentucky	Scott County	\$11,072,359.00
Kentucky	Shelby County	\$9,522,337.00
Kentucky	Simpson County	\$3,607,393.00
Kentucky	Spencer County	\$3,758,705.00
Kentucky	Taylor County	\$5,005,326.00
Kentucky	Todd County	\$2,387,965.00
Kentucky	Trigg County	\$2,845,785.00
Kentucky	Trimble County	\$1,645,392.00
Kentucky	Union County	\$2,793,341.00
Kentucky	Warren County	\$25,813,490.00
Kentucky	Washington County	\$2,349,312.00
Kentucky	Wayne County	\$3,949,447.00
Kentucky	Webster County	\$2,513,832.00
Kentucky	Whitley County	\$7,043,857.00
Kentucky	Wolfe County	\$1,390,163.00
Kentucky	Woodford County	\$5,192,766.00
Louisiana	Acadia Parish	\$12,051,514.00
Louisiana	Allen Parish	\$4,977,744.00
Louisiana	Ascension Parish	\$24,591,343.00
Louisiana	Assumption Parish	\$4,252,070.00
Louisiana	Avoyelles Parish	\$7,797,501.00

Louisiana	Beauregard Parish	\$7,283,353.00
Louisiana	Bienville Parish	\$2,571,909.00
Louisiana	Bossier Parish	\$24,675,836.00
Louisiana	Caddo Parish	\$46,656,811.00
Louisiana	Calcasieu Parish	\$39,515,058.00
Louisiana	Caldwell Parish	\$1,926,455.00
Louisiana	Cameron Parish	\$1,354,424.00
Louisiana	Catahoula Parish	\$1,844,098.00
Louisiana	Claiborne Parish	\$3,043,714.00
Louisiana	Concordia Parish	\$3,740,835.00
Louisiana	De Soto Parish	\$5,334,366.00
Louisiana	East Baton Rouge Parish	\$85,476,302.00
Louisiana	East Carroll Parish	\$1,332,669.00
Louisiana	East Feliciana Parish	\$3,716,749.00
Louisiana	Evangeline Parish	\$6,486,587.00
Louisiana	Franklin Parish	\$3,887,679.00
Louisiana	Grant Parish	\$4,348,801.00
Louisiana	Iberia Parish	\$13,563,659.00
Louisiana	Iberville Parish	\$6,314,881.00
Louisiana	Jackson Parish	\$3,058,087.00
Louisiana	Jefferson Davis Parish	\$6,092,866.00
Louisiana	Jefferson Parish	\$84,006,695.00
Louisiana	LaSalle Parish	\$2,892,596.00
Louisiana	Lafayette Parish	\$47,469,893.00
Louisiana	Lafourche Parish	\$18,960,375.00
Louisiana	Lincoln Parish	\$9,079,086.00
Louisiana	Livingston Parish	\$27,346,613.00
Louisiana	Madison Parish	\$2,127,103.00
Louisiana	Morehouse Parish	\$4,831,483.00
Louisiana	Natchitoches Parish	\$7,411,744.00
Louisiana	Orleans Parish	\$75,780,898.00
Louisiana	Ouachita Parish	\$29,772,649.00
Louisiana	Plaquemines Parish	\$4,505,745.00
Louisiana	Pointe Coupee Parish	\$4,220,798.00
Louisiana	Rapides Parish	\$25,182,604.00
Louisiana	Red River Parish	\$1,639,760.00
Louisiana	Richland Parish	\$3,908,463.00
Louisiana	Sabine Parish	\$4,639,187.00
Louisiana	St. Bernard Parish	\$9,176,593.00
Louisiana	St. Charles Parish	\$10,314,053.00
Louisiana	St. Helena Parish	\$1,968,022.00
Louisiana	St. James Parish	\$4,097,651.00
Louisiana	St. John the Baptist Parish	\$8,320,585.00
Louisiana	St. Landry Parish	\$15,951,624.00
Louisiana	St. Martin Parish	\$10,378,345.00

Louisiana	St. Mary Parish	\$9,585,270.00
Louisiana	St. Tammany Parish	\$50,583,338.00
Louisiana	Tangipahoa Parish	\$26,175,162.00
Louisiana	Tensas Parish	\$841,829.00
Louisiana	Terrebonne Parish	\$21,455,754.00
Louisiana	Union Parish	\$4,294,220.00
Louisiana	Vermilion Parish	\$11,559,314.00
Louisiana	Vernon Parish	\$9,212,527.00
Louisiana	Washington Parish	\$8,972,643.00
Louisiana	Webster Parish	\$7,447,096.00
Louisiana	West Baton Rouge Parish	\$5,140,516.00
Louisiana	West Carroll Parish	\$2,103,601.00
Louisiana	West Feliciana Parish	\$3,023,901.00
Louisiana	Winn Parish	\$2,700,689.00
Maine	Androscoggin County	\$21,031,538.00
Maine	Aroostook County	\$13,024,648.00
Maine	Cumberland County	\$57,300,874.00
Maine	Franklin County	\$5,865,802.00
Maine	Hancock County	\$10,680,580.00
Maine	Kennebec County	\$23,755,730.00
Maine	Knox County	\$7,725,245.00
Maine	Lincoln County	\$6,727,248.00
Maine	Oxford County	\$11,260,964.00
Maine	Penobscot County	\$29,552,965.00
Maine	Piscataquis County	\$3,260,289.00
Maine	Sagadahoc County	\$6,964,608.00
Maine	Somerset County	\$9,805,925.00
Maine	Waldo County	\$7,714,173.00
Maine	Washington County	\$6,095,003.00
Maine	York County	\$40,331,830.00
Maryland	Allegany County	\$13,677,483.00
Maryland	Anne Arundel County	\$112,509,414.00
Maryland	Baltimore County	\$160,706,923.00
Maryland	Baltimore city	\$115,278,475.00
Maryland	Calvert County	\$17,971,897.00
Maryland	Caroline County	\$6,488,724.00
Maryland	Carroll County	\$32,718,855.00
Maryland	Cecil County	\$19,978,378.00
Maryland	Charles County	\$31,710,758.00
Maryland	Dorchester County	\$6,201,834.00
Maryland	Frederick County	\$50,413,962.00
Maryland	Garrett County	\$5,635,629.00
Maryland	Harford County	\$49,616,420.00
Maryland	Howard County	\$63,261,464.00
Maryland	Kent County	\$3,772,496.00



Maryland	Montgomery County	\$204,083,827.00
Maryland	Prince George's County	\$176,626,110.00
Maryland	Queen Anne's County	\$9,785,919.00
Maryland	Somerset County	\$4,975,608.00
Maryland	St. Mary's County	\$22,047,987.00
Maryland	Talbot County	\$7,221,973.00
Maryland	Washington County	\$29,339,498.00
Maryland	Wicomico County	\$20,124,834.00
Maryland	Worcester County	\$10,154,000.00
Massachusetts	Barnstable County	\$41,370,811.00
Massachusetts	Berkshire County	\$24,268,907.00 *
Massachusetts	Bristol County	\$109,786,776.00
Massachusetts	Dukes County	\$3,366,538.00
Massachusetts	Essex County	\$153,260,605.00 *
Massachusetts	Franklin County	\$13,631,642.00 *
Massachusetts	Hampden County	\$90,587,294.00 *
Massachusetts	Hampshire County	\$31,239,342.00 *
Massachusetts	Middlesex County	\$313,053,637.00 *
Massachusetts	Nantucket County	\$2,214,122.00 *
Massachusetts	Norfolk County	\$137,282,758.00
Massachusetts	Plymouth County	\$101,237,378.00
Massachusetts	Suffolk County	\$156,149,511.00 *
Massachusetts	Worcester County	\$161,338,586.00 *
Michigan	Alcona County	\$2,021,049.00
Michigan	Alger County	\$1,769,122.00
Michigan	Allegan County	\$22,935,850.00
Michigan	Alpena County	\$5,517,338.00
Michigan	Antrim County	\$4,530,414.00
Michigan	Arenac County	\$2,890,848.00
Michigan	Baraga County	\$1,594,502.00
Michigan	Barry County	\$11,955,366.00
Michigan	Bay County	\$20,031,017.00
Michigan	Benzie County	\$3,450,837.00
Michigan	Berrien County	\$29,796,346.00
Michigan	Branch County	\$8,452,667.00
Michigan	Calhoun County	\$26,058,813.00
Michigan	Cass County	\$10,059,018.00
Michigan	Charlevoix County	\$5,077,971.00
Michigan	Cheboygan County	\$4,909,567.00
Michigan	Chippewa County	\$7,254,605.00
Michigan	Clare County	\$6,011,675.00
Michigan	Clinton County	\$15,460,396.00
Michigan	Crawford County	\$2,724,969.00
Michigan	Delta County	\$6,950,623.00
Michigan	Dickinson County	\$4,902,380.00



Michigan	Eaton County	\$21,418,266.00
Michigan	Emmet County	\$6,490,472.00
Michigan	Genesee County	\$78,824,418.00
Michigan	Gladwin County	\$4,943,170.00
Michigan	Gogebic County	\$2,714,480.00
Michigan	Grand Traverse County	\$18,081,253.00
Michigan	Gratiot County	\$7,907,634.00
Michigan	Hillsdale County	\$8,858,237.00
Michigan	Houghton County	\$6,931,199.00
Michigan	Huron County	\$6,017,696.00
Michigan	Ingham County	\$56,796,438.00
Michigan	Ionia County	\$12,566,634.00
Michigan	Iosco County	\$4,880,625.00
Michigan	Iron County	\$2,149,441.00
Michigan	Isabella County	\$13,571,817.00
Michigan	Jackson County	\$30,788,709.00
Michigan	Kalamazoo County	\$51,485,963.00
Michigan	Kalkaska County	\$3,503,670.00
Michigan	Kent County	\$127,605,807.00
Michigan	Keweenaw County	\$411,008.00
Michigan	Lake County	\$2,302,306.00
Michigan	Lapeer County	\$17,016,633.00
Michigan	Leelanau County	\$4,226,819.00
Michigan	Lenawee County	\$19,122,953.00
Michigan	Livingston County	\$37,292,778.00
Michigan	Luce County	\$1,209,910.00
Michigan	Mackinac County	\$2,097,579.00
Michigan	Macomb County	\$169,758,815.00
Michigan	Manistee County	\$4,770,104.00
Michigan	Marquette County	\$12,955,499.00
Michigan	Mason County	\$5,660,880.00
Michigan	Mecosta County	\$8,440,236.00
Michigan	Menominee County	\$4,424,748.00
Michigan	Midland County	\$16,152,078.00
Michigan	Missaukee County	\$2,936,494.00
Michigan	Monroe County	\$29,232,861.00
Michigan	Montcalm County	\$12,409,495.00
Michigan	Montmorency County	\$1,811,855.00
Michigan	Muskegon County	\$33,713,161.00
Michigan	Newaygo County	\$9,513,791.00
Michigan	Oakland County	\$244,270,949.00
Michigan	Oceana County	\$5,140,904.00
Michigan	Ogemaw County	\$4,078,421.00
Michigan	Ontonagon County	\$1,111,043.00
Michigan	Osceola County	\$4,556,830.00

Michigan	Oscoda County	\$1,600,718.00
Michigan	Otsego County	\$4,791,470.00
Michigan	Ottawa County	\$56,684,556.00
Michigan	Presque Isle County	\$2,445,848.00
Michigan	Roscommon County	\$4,665,409.00
Michigan	Saginaw County	\$37,009,967.00
Michigan	Sanilac County	\$7,996,790.00
Michigan	Schoolcraft County	\$1,572,165.00
Michigan	Shiawassee County	\$13,231,900.00
Michigan	St. Clair County	\$30,908,749.00
Michigan	St. Joseph County	\$11,841,542.00
Michigan	Tuscola County	\$10,147,979.00
Michigan	Van Buren County	\$14,699,370.00
Michigan	Washtenaw County	\$71,402,185.00
Michigan	Wayne County	\$339,789,370.00
Michigan	Wexford County	\$6,532,427.00
Minnesota	Aitkin County	\$3,085,669.00
Minnesota	Anoka County	\$69,327,720.00
Minnesota	Becker County	\$6,686,264.00
Minnesota	Beltrami County	\$9,165,716.00
Minnesota	Benton County	\$7,942,209.00
Minnesota	Big Stone County	\$969,443.00
Minnesota	Blue Earth County	\$13,140,802.00
Minnesota	Brown County	\$4,857,511.00
Minnesota	Carlton County	\$6,967,521.00
Minnesota	Carver County	\$20,412,306.00
Minnesota	Cass County	\$5,784,222.00
Minnesota	Chippewa County	\$2,292,012.00
Minnesota	Chisago County	\$10,989,807.00
Minnesota	Clay County	\$12,474,371.00
Minnesota	Clearwater County	\$1,712,793.00
Minnesota	Cook County	\$1,061,124.00
Minnesota	Cottonwood County	\$2,174,692.00
Minnesota	Crow Wing County	\$12,636,171.00
Minnesota	Dakota County	\$83,332,300.00
Minnesota	Dodge County	\$4,066,184.00
Minnesota	Douglas County	\$7,408,442.00
Minnesota	Faribault County	\$2,651,935.00
Minnesota	Fillmore County	\$4,092,018.00
Minnesota	Freeborn County	\$5,881,729.00
Minnesota	Goodhue County	\$9,001,002.00
Minnesota	Grant County	\$1,159,991.00
Minnesota	Hennepin County	\$245,875,163.00
Minnesota	Houston County	\$3,612,832.00
Minnesota	Hubbard County	\$4,174,375.00

Minnesota	Isanti County	\$7,885,297.00
Minnesota	Itasca County	\$8,765,973.00
Minnesota	Jackson County	\$1,912,470.00
Minnesota	Kanabec County	\$3,173,271.00
Minnesota	Kandiyohi County	\$8,390,899.00
Minnesota	Kittson County	\$834,836.00
Minnesota	Koochiching County	\$2,375,340.00
Minnesota	Lac qui Parle County	\$1,286,440.00
Minnesota	Lake County	\$2,066,890.00
Minnesota	Lake of the Woods County	\$726,451.00
Minnesota	Le Sueur County	\$5,610,961.00
Minnesota	Lincoln County	\$1,095,310.00
Minnesota	Lyon County	\$4,948,026.00
Minnesota	Mahnomen County	\$1,073,555.00
Minnesota	Marshall County	\$1,813,409.00
Minnesota	Martin County	\$3,823,192.00
Minnesota	McLeod County	\$6,971,794.00
Minnesota	Meeker County	\$4,510,601.00
Minnesota	Mille Lacs County	\$5,103,999.00
Minnesota	Morrison County	\$6,484,839.00
Minnesota	Mower County	\$7,781,574.00
Minnesota	Murray County	\$1,591,588.00
Minnesota	Nicollet County	\$6,657,323.00
Minnesota	Nobles County	\$4,201,180.00
Minnesota	Norman County	\$1,238,269.00
Minnesota	Olmsted County	\$30,746,560.00
Minnesota	Otter Tail County	\$11,410,722.00
Minnesota	Pennington County	\$2,742,450.00
Minnesota	Pine County	\$5,745,374.00
Minnesota	Pipestone County	\$1,772,619.00
Minnesota	Polk County	\$6,092,089.00
Minnesota	Pope County	\$2,184,986.00
Minnesota	Ramsey County	\$106,893,403.00
Minnesota	Red Lake County	\$787,636.00
Minnesota	Redwood County	\$2,946,595.00
Minnesota	Renville County	\$2,825,778.00
Minnesota	Rice County	\$13,008,526.00
Minnesota	Rock County	\$1,809,330.00
Minnesota	Roseau County	\$2,945,623.00
Minnesota	Scott County	\$28,944,028.00
Minnesota	Sherburne County	\$18,887,342.00
Minnesota	Sibley County	\$2,887,352.00
Minnesota	St. Louis County	\$54,536,596.00
Minnesota	Stearns County	\$31,286,930.00
Minnesota	Steele County	\$7,118,639.00

Minnesota	Stevens County	\$1,904,506.00
Minnesota	Swift County	\$1,799,812.00
Minnesota	Todd County	\$4,790,693.00
Minnesota	Traverse County	\$633,023.00
Minnesota	Wabasha County	\$4,200,791.00
Minnesota	Wadena County	\$2,657,568.00
Minnesota	Waseca County	\$3,615,163.00
Minnesota	Washington County	\$50,975,893.00
Minnesota	Watsonwan County	\$2,116,615.00
Minnesota	Wilkin County	\$1,205,637.00
Minnesota	Winona County	\$9,805,925.00
Minnesota	Wright County	\$26,878,110.00
Minnesota	Yellow Medicine County	\$1,885,859.00
Mississippi	Adams County	\$5,961,755.00
Mississippi	Alcorn County	\$7,177,687.00
Mississippi	Amite County	\$2,388,548.00
Mississippi	Attala County	\$3,530,086.00
Mississippi	Benton County	\$1,604,214.00
Mississippi	Bolivar County	\$5,949,130.00
Mississippi	Calhoun County	\$2,789,456.00
Mississippi	Carroll County	\$1,932,088.00
Mississippi	Chickasaw County	\$3,322,057.00
Mississippi	Choctaw County	\$1,594,696.00
Mississippi	Claiborne County	\$1,745,814.00
Mississippi	Clarke County	\$3,018,657.00
Mississippi	Clay County	\$3,751,907.00
Mississippi	Coahoma County	\$4,297,328.00
Mississippi	Copiah County	\$5,451,297.00
Mississippi	Covington County	\$3,619,825.00
Mississippi	DeSoto County	\$35,923,398.00
Mississippi	Forrest County	\$14,547,864.00
Mississippi	Franklin County	\$1,498,160.00
Mississippi	George County	\$4,758,838.00
Mississippi	Greene County	\$2,638,921.00
Mississippi	Grenada County	\$4,031,998.00
Mississippi	Hancock County	\$9,251,958.00
Mississippi	Harrison County	\$40,417,101.00
Mississippi	Hinds County	\$45,032,202.00
Mississippi	Holmes County	\$3,303,993.00
Mississippi	Humphreys County	\$1,566,337.00
Mississippi	Issaquena County	\$257,754.00
Mississippi	Itawamba County	\$4,543,233.00
Mississippi	Jackson County	\$27,895,919.00
Mississippi	Jasper County	\$3,182,206.00
Mississippi	Jefferson County	\$1,357,726.00

Mississippi	Jefferson Davis County	\$2,161,484.00
Mississippi	Jones County	\$13,227,238.00
Mississippi	Kemper County	\$1,892,269.00
Mississippi	Lafayette County	\$10,492,557.00
Mississippi	Lamar County	\$12,303,635.00
Mississippi	Lauderdale County	\$14,397,912.00
Mississippi	Lawrence County	\$2,444,683.00
Mississippi	Leake County	\$4,425,913.00
Mississippi	Lee County	\$16,594,941.00
Mississippi	Leflore County	\$5,474,217.00
Mississippi	Lincoln County	\$6,633,820.00
Mississippi	Lowndes County	\$11,381,392.00
Mississippi	Madison County	\$20,642,090.00
Mississippi	Marion County	\$4,773,017.00
Mississippi	Marshall County	\$6,855,446.00
Mississippi	Monroe County	\$6,847,288.00
Mississippi	Montgomery County	\$1,898,679.00
Mississippi	Neshoba County	\$5,655,830.00
Mississippi	Newton County	\$4,082,500.00
Mississippi	Noxubee County	\$2,023,380.00
Mississippi	Oktibbeha County	\$9,631,693.00
Mississippi	Panola County	\$6,641,395.00
Mississippi	Pearl River County	\$10,787,023.00
Mississippi	Perry County	\$2,325,615.00
Mississippi	Pike County	\$7,631,233.00
Mississippi	Pontotoc County	\$6,249,422.00
Mississippi	Prentiss County	\$4,880,431.00
Mississippi	Quitman County	\$1,319,266.00
Mississippi	Rankin County	\$30,159,572.00
Mississippi	Scott County	\$5,462,757.00
Mississippi	Sharkey County	\$839,304.00
Mississippi	Simpson County	\$5,178,004.00
Mississippi	Smith County	\$3,091,496.00
Mississippi	Stone County	\$3,561,553.00
Mississippi	Sunflower County	\$4,877,323.00
Mississippi	Tallahatchie County	\$2,682,236.00
Mississippi	Tate County	\$5,501,022.00
Mississippi	Tippah County	\$4,276,156.00
Mississippi	Tishomingo County	\$3,764,921.00
Mississippi	Tunica County	\$1,870,903.00
Mississippi	Union County	\$5,596,976.00
Mississippi	Walthall County	\$2,774,888.00
Mississippi	Warren County	\$8,814,727.00
Mississippi	Washington County	\$8,528,809.00
Mississippi	Wayne County	\$3,920,311.00

Mississippi	Webster County	\$1,881,975.00
Mississippi	Wilkinson County	\$1,676,276.00
Mississippi	Winston County	\$3,487,548.00
Mississippi	Yalobusha County	\$2,351,837.00
Mississippi	Yazoo County	\$5,766,934.00
Missouri	Adair County	\$4,922,581.00
Missouri	Andrew County	\$3,440,348.00
Missouri	Atchison County	\$998,967.00
Missouri	Audrain County	\$4,931,321.00
Missouri	Barry County	\$6,951,594.00
Missouri	Barton County	\$2,283,077.00
Missouri	Bates County	\$3,141,221.00
Missouri	Benton County	\$3,776,575.00
Missouri	Bollinger County	\$2,356,693.00
Missouri	Boone County	\$35,052,822.00
Missouri	Buchanan County	\$16,969,433.00
Missouri	Butler County	\$8,250,854.00
Missouri	Caldwell County	\$1,752,029.00
Missouri	Callaway County	\$8,690,803.00
Missouri	Camden County	\$8,994,203.00
Missouri	Cape Girardeau County	\$15,319,767.00
Missouri	Carroll County	\$1,685,794.00
Missouri	Carter County	\$1,161,933.00
Missouri	Cass County	\$20,546,525.00
Missouri	Cedar County	\$2,787,125.00
Missouri	Chariton County	\$1,442,413.00
Missouri	Christian County	\$17,208,540.00
Missouri	Clark County	\$1,320,238.00
Missouri	Clay County	\$48,549,469.00
Missouri	Clinton County	\$3,959,936.00
Missouri	Cole County	\$14,906,817.00
Missouri	Cooper County	\$3,439,766.00
Missouri	Crawford County	\$4,646,180.00
Missouri	Dade County	\$1,468,636.00
Missouri	Dallas County	\$3,278,354.00
Missouri	Daviess County	\$1,607,904.00
Missouri	DeKalb County	\$2,437,108.00
Missouri	Dent County	\$3,024,873.00
Missouri	Douglas County	\$2,561,032.00
Missouri	Dunklin County	\$5,658,355.00
Missouri	Franklin County	\$20,194,371.00
Missouri	Gasconade County	\$2,856,468.00
Missouri	Gentry County	\$1,276,340.00
Missouri	Greene County	\$56,928,520.00
Missouri	Grundy County	\$1,913,247.00



Missouri	Harrison County	\$1,622,278.00
Missouri	Henry County	\$4,239,056.00
Missouri	Hickory County	\$1,853,810.00
Missouri	Holt County	\$855,231.00
Missouri	Howard County	\$1,942,577.00
Missouri	Howell County	\$7,792,257.00
Missouri	Iron County	\$1,966,663.00
Missouri	Jackson County	\$136,551,645.00
Missouri	Jasper County	\$23,566,542.00
Missouri	Jefferson County	\$43,719,346.00
Missouri	Johnson County	\$10,500,910.00
Missouri	Knox County	\$768,989.00
Missouri	Laclede County	\$6,938,774.00
Missouri	Lafayette County	\$6,353,146.00
Missouri	Lawrence County	\$7,450,009.00
Missouri	Lewis County	\$1,898,873.00
Missouri	Lincoln County	\$11,462,583.00
Missouri	Linn County	\$2,315,320.00
Missouri	Livingston County	\$2,957,666.00
Missouri	Macon County	\$2,936,300.00
Missouri	Madison County	\$2,347,952.00
Missouri	Maries County	\$1,689,290.00
Missouri	Marion County	\$5,541,618.00
Missouri	McDonald County	\$4,435,820.00
Missouri	Mercer County	\$702,560.00
Missouri	Miller County	\$4,976,190.00
Missouri	Mississippi County	\$2,560,060.00
Missouri	Moniteau County	\$3,133,452.00
Missouri	Monroe County	\$1,678,996.00
Missouri	Montgomery County	\$2,243,646.00
Missouri	Morgan County	\$4,006,553.00
Missouri	New Madrid County	\$3,316,813.00
Missouri	Newton County	\$11,311,660.00
Missouri	Nodaway County	\$4,291,112.00
Missouri	Oregon County	\$2,045,135.00
Missouri	Osage County	\$2,644,554.00
Missouri	Ozark County	\$1,781,942.00
Missouri	Pemiscot County	\$3,069,936.00
Missouri	Perry County	\$3,716,944.00
Missouri	Pettis County	\$8,223,854.00
Missouri	Phelps County	\$8,657,783.00
Missouri	Pike County	\$3,554,949.00
Missouri	Platte County	\$20,281,972.00
Missouri	Polk County	\$6,244,566.00
Missouri	Pulaski County	\$10,218,293.00



Missouri	Putnam County	\$912,143.00
Missouri	Ralls County	\$2,002,402.00
Missouri	Randolph County	\$4,807,009.00
Missouri	Ray County	\$4,470,977.00
Missouri	Reynolds County	\$1,217,874.00
Missouri	Ripley County	\$2,581,038.00
Missouri	Saline County	\$4,421,057.00
Missouri	Schuyler County	\$905,150.00
Missouri	Scotland County	\$952,156.00
Missouri	Scott County	\$7,435,441.00
Missouri	Shannon County	\$1,586,150.00
Missouri	Shelby County	\$1,151,833.00
Missouri	St. Charles County	\$78,088,061.00
Missouri	St. Clair County	\$1,825,257.00
Missouri	St. Francois County	\$13,055,726.00
Missouri	St. Louis County	\$193,112,666.00
Missouri	St. Louis city	\$58,383,364.00
Missouri	Ste. Genevieve County	\$3,475,700.00
Missouri	Stoddard County	\$5,637,766.00
Missouri	Stone County	\$6,206,301.00
Missouri	Sullivan County	\$1,182,717.00
Missouri	Taney County	\$10,863,358.00
Missouri	Texas County	\$4,933,264.00
Missouri	Vernon County	\$3,994,122.00
Missouri	Warren County	\$6,924,400.00
Missouri	Washington County	\$4,803,513.00
Missouri	Wayne County	\$2,500,429.00
Missouri	Webster County	\$7,690,282.00
Missouri	Worth County	\$391,002.00
Missouri	Wright County	\$3,552,424.00
Montana	Beaverhead County	\$1,836,134.00
Montana	Big Horn County	\$2,587,060.00
Montana	Blaine County	\$1,297,706.00
Montana	Broadwater County	\$1,211,464.00
Montana	Carbon County	\$2,083,206.00
Montana	Carter County	\$243,186.00
Montana	Cascade County	\$15,804,392.00
Montana	Chouteau County	\$1,094,533.00
Montana	Custer County	\$2,214,705.00
Montana	Daniels County	\$328,263.00
Montana	Dawson County	\$1,672,974.00
Montana	Deer Lodge County	\$1,775,338.00
Montana	Fallon County	\$552,802.00
Montana	Fergus County	\$2,146,333.00
Montana	Flathead County	\$20,163,099.00

Montana	Gallatin County	\$22,227,463.00
Montana	Garfield County	\$244,352.00
Montana	Glacier County	\$2,671,359.00
Montana	Golden Valley County	\$159,470.00
Montana	Granite County	\$656,331.00
Montana	Hill County	\$3,201,824.00
Montana	Jefferson County	\$2,373,786.00
Montana	Judith Basin County	\$389,836.00
Montana	Lake County	\$5,916,109.00
Montana	Lewis and Clark County	\$13,486,352.00
Montana	Liberty County	\$453,935.00
Montana	Lincoln County	\$3,880,881.00
Montana	Madison County	\$1,670,449.00
Montana	McCone County	\$323,212.00
Montana	Meagher County	\$361,672.00
Montana	Mineral County	\$854,066.00
Montana	Missoula County	\$23,230,898.00
Montana	Musselshell County	\$899,906.00
Montana	Park County	\$3,225,521.00
Montana	Petroleum County	\$94,594.00
Montana	Phillips County	\$768,018.00
Montana	Pondera County	\$1,148,142.00
Montana	Powder River County	\$326,709.00
Montana	Powell County	\$1,338,302.00
Montana	Prairie County	\$209,195.00
Montana	Ravalli County	\$8,508,802.00
Montana	Richland County	\$2,098,356.00
Montana	Roosevelt County	\$2,137,398.00
Montana	Rosebud County	\$1,735,907.00
Montana	Sanders County	\$2,352,808.00
Montana	Sheridan County	\$642,734.00
Montana	Silver Bow County	\$6,781,829.00
Montana	Stillwater County	\$1,872,845.00
Montana	Sweet Grass County	\$725,868.00
Montana	Teton County	\$1,193,983.00
Montana	Toole County	\$919,912.00
Montana	Treasure County	\$135,190.00
Montana	Valley County	\$1,436,586.00
Montana	Wheatland County	\$412,951.00
Montana	Wibaux County	\$188,217.00
Montana	Yellowstone County	\$31,330,634.00
Nebraska	Adams County	\$6,091,895.00
Nebraska	Antelope County	\$1,223,313.00
Nebraska	Arthur County	\$89,932.00
Nebraska	Banner County	\$144,708.00

Nebraska	Blaine County	\$90,321.00
Nebraska	Boone County	\$1,008,485.00
Nebraska	Box Butte County	\$2,094,471.00
Nebraska	Boyd County	\$372,743.00
Nebraska	Brown County	\$573,974.00
Nebraska	Buffalo County	\$9,645,679.00
Nebraska	Burt County	\$1,254,585.00
Nebraska	Butler County	\$1,557,014.00
Nebraska	Cass County	\$5,098,366.00
Nebraska	Cedar County	\$1,631,990.00
Nebraska	Chase County	\$762,191.00
Nebraska	Cherry County	\$1,105,022.00
Nebraska	Cheyenne County	\$1,730,663.00
Nebraska	Clay County	\$1,204,860.00
Nebraska	Colfax County	\$2,080,098.00
Nebraska	Cuming County	\$1,718,232.00
Nebraska	Custer County	\$2,093,306.00
Nebraska	Dakota County	\$3,889,816.00
Nebraska	Dawes County	\$1,668,313.00
Nebraska	Dawson County	\$4,583,052.00
Nebraska	Deuel County	\$348,463.00
Nebraska	Dixon County	\$1,094,727.00
Nebraska	Dodge County	\$7,102,323.00
Nebraska	Douglas County	\$110,973,572.00
Nebraska	Dundy County	\$328,845.00
Nebraska	Fillmore County	\$1,060,929.00
Nebraska	Franklin County	\$578,636.00
Nebraska	Frontier County	\$510,264.00
Nebraska	Furnas County	\$908,258.00
Nebraska	Gage County	\$4,178,648.00
Nebraska	Garden County	\$356,816.00
Nebraska	Garfield County	\$382,455.00
Nebraska	Gosper County	\$386,534.00
Nebraska	Grant County	\$121,010.00
Nebraska	Greeley County	\$457,625.00
Nebraska	Hall County	\$11,917,101.00
Nebraska	Hamilton County	\$1,811,078.00
Nebraska	Harlan County	\$656,525.00
Nebraska	Hayes County	\$179,088.00
Nebraska	Hitchcock County	\$536,486.00
Nebraska	Holt County	\$1,955,397.00
Nebraska	Hooker County	\$132,471.00
Nebraska	Howard County	\$1,251,866.00
Nebraska	Jefferson County	\$1,368,603.00
Nebraska	Johnson County	\$984,982.00

Nebraska	Kearney County	\$1,261,578.00
Nebraska	Keith County	\$1,560,510.00
Nebraska	Keya Paha County	\$156,556.00
Nebraska	Kimball County	\$705,473.00
Nebraska	Knox County	\$1,618,393.00
Nebraska	Lancaster County	\$61,979,492.00
Nebraska	Lincoln County	\$6,781,635.00
Nebraska	Logan County	\$145,290.00
Nebraska	Loup County	\$128,974.00
Nebraska	Madison County	\$6,817,569.00
Nebraska	McPherson County	\$95,954.00
Nebraska	Merrick County	\$1,506,318.00
Nebraska	Morrill County	\$901,654.00
Nebraska	Nance County	\$683,524.00
Nebraska	Nemaha County	\$1,354,229.00
Nebraska	Nuckolls County	\$805,700.00
Nebraska	Otoe County	\$3,110,143.00
Nebraska	Pawnee County	\$507,545.00
Nebraska	Perkins County	\$561,543.00
Nebraska	Phelps County	\$1,754,749.00
Nebraska	Pierce County	\$1,388,415.00
Nebraska	Platte County	\$6,501,155.00
Nebraska	Polk County	\$1,012,564.00
Nebraska	Red Willow County	\$2,083,011.00
Nebraska	Richardson County	\$1,527,684.00
Nebraska	Rock County	\$263,581.00
Nebraska	Saline County	\$2,762,845.00
Nebraska	Sarpy County	\$36,360,628.00
Nebraska	Saunders County	\$4,191,274.00
Nebraska	Scotts Bluff County	\$6,918,379.00
Nebraska	Seward County	\$3,357,214.00
Nebraska	Sheridan County	\$1,018,974.00
Nebraska	Sherman County	\$582,909.00
Nebraska	Sioux County	\$226,482.00
Nebraska	Stanton County	\$1,149,891.00
Nebraska	Thayer County	\$971,774.00
Nebraska	Thomas County	\$140,240.00
Nebraska	Thurston County	\$1,403,177.00
Nebraska	Valley County	\$807,643.00
Nebraska	Washington County	\$4,026,365.00
Nebraska	Wayne County	\$1,822,926.00
Nebraska	Webster County	\$677,309.00
Nebraska	Wheeler County	\$152,089.00
Nebraska	York County	\$2,656,985.00
Nevada	Carson City	\$10,861,027.00

Nevada	Churchill County	\$4,838,281.00
Nevada	Clark County	\$440,282,817.00
Nevada	Douglas County	\$9,499,223.00
Nevada	Elko County	\$10,251,508.00
Nevada	Esmeralda County	\$169,570.00
Nevada	Eureka County	\$394,109.00
Nevada	Humboldt County	\$3,269,224.00
Nevada	Lander County	\$1,074,526.00
Nevada	Lincoln County	\$1,006,737.00
Nevada	Lyon County	\$11,170,643.00
Nevada	Mineral County	\$875,043.00
Nevada	Nye County	\$9,036,547.00
Nevada	Pershing County	\$1,306,252.00
Nevada	Storey County	\$800,844.00
Nevada	Washoe County	\$91,587,038.00
Nevada	White Pine County	\$1,860,803.00
New Hampshire	Belknap County	\$11,907,389.00
New Hampshire	Carroll County	\$9,500,194.00
New Hampshire	Cheshire County	\$14,778,619.00
New Hampshire	Coos County	\$6,130,743.00
New Hampshire	Grafton County	\$17,459,302.00
New Hampshire	Hillsborough County	\$81,002,217.00
New Hampshire	Merrimack County	\$29,405,927.00
New Hampshire	Rockingham County	\$60,168,997.00
New Hampshire	Strafford County	\$25,373,929.00
New Hampshire	Sullivan County	\$8,380,605.00
New Jersey	Atlantic County	\$51,214,806.00
New Jersey	Bergen County	\$261,035,747.00
New Jersey	Burlington County	\$86,503,822.00
New Jersey	Camden County	\$98,376,054.00
New Jersey	Cape May County	\$17,877,497.00
New Jersey	Cumberland County	\$29,043,867.00
New Jersey	Essex County	\$155,191,527.00
New Jersey	Gloucester County	\$56,646,874.00
New Jersey	Hudson County	\$130,604,069.00
New Jersey	Hunterdon County	\$24,157,609.00
New Jersey	Mercer County	\$71,368,970.00
New Jersey	Middlesex County	\$160,258,621.00
New Jersey	Monmouth County	\$120,193,675.00
New Jersey	Morris County	\$95,535,125.00
New Jersey	Ocean County	\$117,938,762.00
New Jersey	Passaic County	\$97,473,818.00
New Jersey	Salem County	\$12,117,555.00
New Jersey	Somerset County	\$63,891,573.00
New Jersey	Sussex County	\$27,288,147.00

New Jersey	Union County	\$130,591,801.00
New Jersey	Warren County	\$20,446,881.00
New Mexico	Bernalillo County	\$131,911,293.00
New Mexico	Catron County	\$685,078.00
New Mexico	Chaves County	\$12,550,706.00
New Mexico	Cibola County	\$5,181,306.00
New Mexico	Colfax County	\$2,319,399.00
New Mexico	Curry County	\$9,508,741.00
New Mexico	De Baca County	\$339,529.00
New Mexico	Doña Ana County	\$42,381,821.00
New Mexico	Eddy County	\$11,355,170.00
New Mexico	Grant County	\$5,244,045.00
New Mexico	Guadalupe County	\$835,225.00
New Mexico	Harding County	\$121,399.00
New Mexico	Hidalgo County	\$815,412.00
New Mexico	Lea County	\$13,804,514.00
New Mexico	Lincoln County	\$3,801,632.00
New Mexico	Los Alamos County	\$3,762,201.00
New Mexico	Luna County	\$4,605,195.00
New Mexico	McKinley County	\$13,862,203.00
New Mexico	Mora County	\$878,151.00
New Mexico	Otero County	\$13,109,141.00
New Mexico	Quay County	\$1,603,048.00
New Mexico	Rio Arriba County	\$7,559,948.00
New Mexico	Roosevelt County	\$3,593,408.00
New Mexico	San Juan County	\$24,077,388.00
New Mexico	San Miguel County	\$5,298,237.00
New Mexico	Sandoval County	\$28,504,079.00
New Mexico	Santa Fe County	\$29,205,279.00
New Mexico	Sierra County	\$2,096,025.00
New Mexico	Socorro County	\$3,231,542.00
New Mexico	Taos County	\$6,356,059.00
New Mexico	Torrance County	\$3,003,118.00
New Mexico	Union County	\$788,413.00
New Mexico	Valencia County	\$14,895,745.00
New York	Albany County	\$59,340,959.00
New York	Allegany County	\$8,952,636.00
New York	Bronx County	\$275,470,084.00
New York	Broome County	\$37,000,061.00
New York	Cattaraugus County	\$14,784,835.00
New York	Cayuga County	\$14,873,990.00
New York	Chautauqua County	\$24,649,420.00
New York	Chemung County	\$16,210,350.00
New York	Chenango County	\$9,169,406.00
New York	Clinton County	\$15,633,268.00



New York	Columbia County	\$11,549,602.00
New York	Cortland County	\$9,242,051.00
New York	Delaware County	\$8,572,706.00
New York	Dutchess County	\$57,148,397.00
New York	Erie County	\$178,447,094.00
New York	Essex County	\$7,164,479.00
New York	Franklin County	\$9,716,187.00
New York	Fulton County	\$10,369,022.00
New York	Genesee County	\$11,125,969.00
New York	Greene County	\$9,165,716.00
New York	Hamilton County	\$857,756.00
New York	Herkimer County	\$11,910,497.00
New York	Jefferson County	\$21,333,967.00
New York	Kings County	\$497,231,149.00
New York	Lewis County	\$5,107,690.00
New York	Livingston County	\$12,220,307.00
New York	Madison County	\$13,779,458.00
New York	Monroe County	\$144,080,127.00
New York	Montgomery County	\$9,560,602.00
New York	Nassau County	\$385,003,440.00
New York	New York County	\$316,357,047.00
New York	Niagara County	\$40,650,381.00
New York	Oneida County	\$44,416,661.00
New York	Onondaga County	\$89,452,165.00
New York	Ontario County	\$21,322,895.00
New York	Orange County	\$74,770,082.00
New York	Orleans County	\$7,837,903.00
New York	Oswego County	\$22,749,964.00
New York	Otsego County	\$11,555,818.00
New York	Putnam County	\$19,097,507.00
New York	Queens County	\$437,785,496.00
New York	Rensselaer County	\$30,828,334.00
New York	Richmond County	\$92,485,196.00
New York	Rockland County	\$63,280,694.00
New York	Saratoga County	\$44,648,193.00
New York	Schenectady County	\$30,165,010.00
New York	Schoharie County	\$6,021,192.00
New York	Schuyler County	\$3,458,801.00
New York	Seneca County	\$6,607,209.00
New York	St. Lawrence County	\$20,927,232.00
New York	Steuben County	\$18,526,253.00
New York	Suffolk County	\$286,812,434.00
New York	Sullivan County	\$14,651,782.00
New York	Tioga County	\$9,362,868.00
New York	Tompkins County	\$19,847,267.00



New York	Ulster County	\$34,491,474.00
New York	Warren County	\$12,420,372.00
New York	Washington County	\$11,888,160.00
New York	Wayne County	\$17,465,517.00
New York	Westchester County	\$187,926,698.00
New York	Wyoming County	\$7,742,143.00
New York	Yates County	\$4,839,058.00
North Carolina	Alamance County	\$32,925,136.00
North Carolina	Alexander County	\$7,283,353.00
North Carolina	Alleghany County	\$2,163,232.00
North Carolina	Anson County	\$4,748,349.00
North Carolina	Ashe County	\$5,283,864.00
North Carolina	Avery County	\$3,410,241.00
North Carolina	Beaufort County	\$9,128,034.00
North Carolina	Bertie County	\$3,680,233.00
North Carolina	Bladen County	\$6,355,865.00
North Carolina	Brunswick County	\$27,741,111.00
North Carolina	Buncombe County	\$50,733,290.00
North Carolina	Burke County	\$17,575,650.00
North Carolina	Cabarrus County	\$42,043,458.00
North Carolina	Caldwell County	\$15,962,113.00
North Carolina	Camden County	\$2,110,787.00
North Carolina	Carteret County	\$13,494,316.00
North Carolina	Caswell County	\$4,390,562.00
North Carolina	Catawba County	\$30,990,911.00
North Carolina	Chatham County	\$14,464,924.00
North Carolina	Cherokee County	\$5,557,546.00
North Carolina	Chowan County	\$2,708,264.00
North Carolina	Clay County	\$2,181,490.00
North Carolina	Cleveland County	\$19,025,057.00
North Carolina	Columbus County	\$10,781,778.00
North Carolina	Craven County	\$19,839,303.00
North Carolina	Cumberland County	\$65,168,690.00
North Carolina	Currituck County	\$5,392,637.00
North Carolina	Dare County	\$7,188,564.00
North Carolina	Davidson County	\$32,556,083.00
North Carolina	Davie County	\$8,322,333.00
North Carolina	Duplin County	\$11,409,751.00
North Carolina	Durham County	\$62,445,275.00
North Carolina	Edgecombe County	\$9,997,833.00
North Carolina	Forsyth County	\$74,256,322.00
North Carolina	Franklin County	\$13,535,494.00
North Carolina	Gaston County	\$43,612,126.00
North Carolina	Gates County	\$2,245,783.00
North Carolina	Graham County	\$1,639,565.00

North Carolina	Granville County	\$11,740,344.00
North Carolina	Greene County	\$4,092,406.00
North Carolina	Guilford County	\$104,339,752.00
North Carolina	Halifax County	\$9,713,856.00
North Carolina	Harnett County	\$26,411,744.00
North Carolina	Haywood County	\$12,104,347.00
North Carolina	Henderson County	\$22,806,876.00
North Carolina	Hertford County	\$4,598,980.00
North Carolina	Hoke County	\$10,728,557.00
North Carolina	Hyde County	\$958,954.00
North Carolina	Iredell County	\$35,313,684.00
North Carolina	Jackson County	\$8,534,441.00
North Carolina	Johnston County	\$40,661,647.00
North Carolina	Jones County	\$1,829,530.00
North Carolina	Lee County	\$11,999,847.00
North Carolina	Lenoir County	\$10,867,437.00
North Carolina	Lincoln County	\$16,726,052.00
North Carolina	Macon County	\$6,964,996.00
North Carolina	Madison County	\$4,225,654.00
North Carolina	Martin County	\$4,358,707.00
North Carolina	McDowell County	\$8,887,567.00
North Carolina	Mecklenburg County	\$215,673,636.00
North Carolina	Mitchell County	\$2,906,582.00
North Carolina	Montgomery County	\$5,278,037.00
North Carolina	Moore County	\$19,594,757.00
North Carolina	Nash County	\$18,316,281.00
North Carolina	New Hanover County	\$45,543,632.00
North Carolina	Northampton County	\$3,784,344.00
North Carolina	Onslow County	\$38,447,136.00
North Carolina	Orange County	\$28,839,722.00
North Carolina	Pamlico County	\$2,471,876.00
North Carolina	Pasquotank County	\$7,735,345.00
North Carolina	Pender County	\$12,248,666.00
North Carolina	Perquimans County	\$2,615,030.00
North Carolina	Person County	\$7,670,470.00
North Carolina	Pitt County	\$35,107,015.00
North Carolina	Polk County	\$4,025,394.00
North Carolina	Randolph County	\$27,905,631.00
North Carolina	Richmond County	\$8,707,508.00
North Carolina	Robeson County	\$25,372,375.00
North Carolina	Rockingham County	\$17,677,626.00
North Carolina	Rowan County	\$27,598,928.00
North Carolina	Rutherford County	\$13,019,597.00
North Carolina	Sampson County	\$12,340,152.00
North Carolina	Scotland County	\$6,763,960.00

North Carolina	Stanly County	\$12,199,329.00
North Carolina	Stokes County	\$8,855,517.00
North Carolina	Surry County	\$13,943,006.00
North Carolina	Swain County	\$2,771,974.00
North Carolina	Transylvania County	\$6,678,883.00
North Carolina	Tyrrell County	\$780,061.00
North Carolina	Union County	\$46,589,799.00
North Carolina	Vance County	\$8,650,402.00
North Carolina	Wake County	\$215,946,541.00
North Carolina	Warren County	\$3,832,515.00
North Carolina	Washington County	\$2,249,279.00
North Carolina	Watauga County	\$10,911,724.00
North Carolina	Wayne County	\$23,916,753.00
North Carolina	Wilkes County	\$13,288,229.00
North Carolina	Wilson County	\$15,888,885.00
North Carolina	Yadkin County	\$7,316,373.00
North Carolina	Yancey County	\$3,509,691.00
North Dakota	Adams County	\$430,432.00
North Dakota	Barnes County	\$2,022,992.00
North Dakota	Benson County	\$1,327,036.00
North Dakota	Billings County	\$180,253.00
North Dakota	Bottineau County	\$1,220,205.00
North Dakota	Bowman County	\$587,377.00
North Dakota	Burke County	\$410,814.00
North Dakota	Burleigh County	\$18,574,229.00
North Dakota	Cass County	\$35,336,410.00
North Dakota	Cavalier County	\$730,724.00
North Dakota	Dickey County	\$946,329.00
North Dakota	Divide County	\$439,755.00
North Dakota	Dunn County	\$859,310.00
North Dakota	Eddy County	\$444,223.00
North Dakota	Emmons County	\$629,526.00
North Dakota	Foster County	\$623,505.00
North Dakota	Golden Valley County	\$342,054.00
North Dakota	Grand Forks County	\$13,490,043.00
North Dakota	Grant County	\$441,698.00
North Dakota	Griggs County	\$433,346.00
North Dakota	Hettinger County	\$485,401.00
North Dakota	Kidder County	\$481,711.00
North Dakota	LaMoure County	\$785,888.00
North Dakota	Logan County	\$359,341.00
North Dakota	McHenry County	\$1,115,899.00
North Dakota	McIntosh County	\$485,013.00
North Dakota	McKenzie County	\$2,918,236.00
North Dakota	McLean County	\$1,835,552.00

North Dakota	Mercer County	\$1,590,229.00
North Dakota	Morton County	\$6,092,089.00
North Dakota	Mountrail County	\$2,048,243.00
North Dakota	Nelson County	\$559,212.00
North Dakota	Oliver County	\$380,513.00
North Dakota	Pembina County	\$1,321,015.00
North Dakota	Pierce County	\$772,097.00
North Dakota	Ramsey County	\$2,237,431.00
North Dakota	Ransom County	\$1,013,535.00
North Dakota	Renville County	\$451,992.00
North Dakota	Richland County	\$3,142,193.00
North Dakota	Rolette County	\$2,753,522.00
North Dakota	Sargent County	\$757,141.00
North Dakota	Sheridan County	\$255,423.00
North Dakota	Sioux County	\$821,628.00
North Dakota	Slope County	\$145,679.00
North Dakota	Stark County	\$6,116,369.00
North Dakota	Steele County	\$367,110.00
North Dakota	Stutsman County	\$4,021,509.00
North Dakota	Towner County	\$425,188.00
North Dakota	Traill County	\$1,560,899.00
North Dakota	Walsh County	\$2,066,890.00
North Dakota	Ward County	\$13,138,471.00
North Dakota	Wells County	\$744,710.00
North Dakota	Williams County	\$7,301,223.00
Northern Mariana Islands	Northern Islands Municipality	\$0.00
Northern Mariana Islands	Rota Municipality	\$490,840.00
Northern Mariana Islands	Saipan Municipality	\$9,366,170.00
Northern Mariana Islands	Tinian Municipality	\$609,131.00
Ohio	Adams County	\$5,380,012.00
Ohio	Allen County	\$19,880,482.00
Ohio	Ashland County	\$10,388,640.00
Ohio	Ashtabula County	\$18,887,924.00
Ohio	Athens County	\$12,689,004.00
Ohio	Auglaize County	\$8,868,143.00
Ohio	Belmont County	\$13,015,130.00
Ohio	Brown County	\$8,436,157.00
Ohio	Butler County	\$74,419,288.00
Ohio	Carroll County	\$5,227,729.00
Ohio	Champaign County	\$7,552,955.00
Ohio	Clark County	\$26,044,051.00
Ohio	Clermont County	\$40,096,219.00
Ohio	Clinton County	\$8,151,792.00
Ohio	Columbiana County	\$19,789,578.00
Ohio	Coshocton County	\$7,109,121.00

Ohio	Crawford County	\$8,059,723.00
Ohio	Cuyahoga County	\$239,898,257.00
Ohio	Darke County	\$9,928,101.00
Ohio	Defiance County	\$7,397,953.00
Ohio	Delaware County	\$40,630,180.00
Ohio	Erie County	\$14,425,300.00
Ohio	Fairfield County	\$30,606,902.00
Ohio	Fayette County	\$5,540,647.00
Ohio	Franklin County	\$255,764,417.00
Ohio	Fulton County	\$8,182,482.00
Ohio	Gallia County	\$5,807,336.00
Ohio	Geauga County	\$18,190,220.00
Ohio	Greene County	\$32,814,032.00
Ohio	Guernsey County	\$7,551,013.00
Ohio	Hamilton County	\$158,784,547.00
Ohio	Hancock County	\$14,719,959.00
Ohio	Hardin County	\$6,092,284.00
Ohio	Harrison County	\$2,921,344.00
Ohio	Henry County	\$5,245,599.00
Ohio	Highland County	\$8,383,518.00
Ohio	Hocking County	\$5,489,951.00
Ohio	Holmes County	\$8,538,715.00
Ohio	Huron County	\$11,317,487.00
Ohio	Jackson County	\$6,295,845.00
Ohio	Jefferson County	\$12,688,615.00
Ohio	Knox County	\$12,105,318.00
Ohio	Lake County	\$44,703,745.00
Ohio	Lawrence County	\$11,549,991.00
Ohio	Licking County	\$34,353,370.00
Ohio	Logan County	\$8,871,251.00
Ohio	Lorain County	\$60,181,428.00
Ohio	Lucas County	\$83,201,577.00
Ohio	Madison County	\$8,688,472.00
Ohio	Mahoning County	\$44,418,992.00
Ohio	Marion County	\$12,643,552.00
Ohio	Medina County	\$34,913,553.00
Ohio	Meigs County	\$4,449,416.00
Ohio	Mercer County	\$7,997,178.00
Ohio	Miami County	\$20,780,971.00
Ohio	Monroe County	\$2,652,129.00
Ohio	Montgomery County	\$103,273,967.00
Ohio	Morgan County	\$2,818,009.00
Ohio	Morrow County	\$6,862,050.00
Ohio	Muskingum County	\$16,746,253.00
Ohio	Noble County	\$2,801,693.00

Ohio	Ottawa County	\$7,871,506.00
Ohio	Paulding County	\$3,626,817.00
Ohio	Perry County	\$7,018,606.00
Ohio	Pickaway County	\$11,354,587.00
Ohio	Pike County	\$5,394,385.00
Ohio	Portage County	\$31,557,116.00
Ohio	Preble County	\$7,940,849.00
Ohio	Putnam County	\$6,577,102.00
Ohio	Richland County	\$23,532,744.00
Ohio	Ross County	\$14,891,472.00
Ohio	Sandusky County	\$11,366,435.00
Ohio	Scioto County	\$14,628,862.00
Ohio	Seneca County	\$10,717,680.00
Ohio	Shelby County	\$9,438,038.00
Ohio	Stark County	\$71,985,871.00
Ohio	Summit County	\$105,085,433.00
Ohio	Trumbull County	\$38,454,129.00
Ohio	Tuscarawas County	\$17,867,396.00
Ohio	Union County	\$11,457,727.00
Ohio	Van Wert County	\$5,492,087.00
Ohio	Vinton County	\$2,541,608.00
Ohio	Warren County	\$45,568,688.00
Ohio	Washington County	\$11,637,009.00
Ohio	Wayne County	\$22,475,311.00
Ohio	Williams County	\$7,126,991.00
Ohio	Wood County	\$25,409,669.00
Ohio	Wyandot County	\$4,228,956.00
Oklahoma	Adair County	\$4,310,924.00
Oklahoma	Alfalfa County	\$1,107,547.00
Oklahoma	Atoka County	\$2,672,330.00
Oklahoma	Beaver County	\$1,031,599.00
Oklahoma	Beckham County	\$4,245,854.00
Oklahoma	Blaine County	\$1,831,473.00
Oklahoma	Bryan County	\$9,322,466.00
Oklahoma	Caddo County	\$5,586,681.00
Oklahoma	Canadian County	\$28,806,702.00
Oklahoma	Carter County	\$9,344,998.00
Oklahoma	Cherokee County	\$9,451,052.00
Oklahoma	Choctaw County	\$2,849,864.00
Oklahoma	Cimarron County	\$415,087.00
Oklahoma	Cleveland County	\$55,166,390.00
Oklahoma	Coal County	\$1,067,339.00
Oklahoma	Comanche County	\$23,454,078.00
Oklahoma	Cotton County	\$1,100,554.00
Oklahoma	Craig County	\$2,746,918.00



Oklahoma	Creek County	\$13,892,310.00
Oklahoma	Custer County	\$5,633,493.00
Oklahoma	Delaware County	\$8,353,994.00
Oklahoma	Dewey County	\$950,019.00
Oklahoma	Ellis County	\$749,566.00
Oklahoma	Garfield County	\$11,859,412.00
Oklahoma	Garvin County	\$5,382,537.00
Oklahoma	Grady County	\$10,845,100.00
Oklahoma	Grant County	\$841,634.00
Oklahoma	Greer County	\$1,109,489.00
Oklahoma	Harmon County	\$515,314.00
Oklahoma	Harper County	\$716,351.00
Oklahoma	Haskell County	\$2,452,647.00
Oklahoma	Hughes County	\$2,579,290.00
Oklahoma	Jackson County	\$4,764,665.00
Oklahoma	Jefferson County	\$1,165,818.00
Oklahoma	Johnston County	\$2,153,131.00
Oklahoma	Kay County	\$8,456,746.00
Oklahoma	Kingfisher County	\$3,062,166.00
Oklahoma	Kiowa County	\$1,691,427.00
Oklahoma	Latimer County	\$1,956,562.00
Oklahoma	Le Flore County	\$9,683,361.00
Oklahoma	Lincoln County	\$6,774,448.00
Oklahoma	Logan County	\$9,325,574.00
Oklahoma	Love County	\$1,991,525.00
Oklahoma	Major County	\$1,481,844.00
Oklahoma	Marshall County	\$3,288,648.00
Oklahoma	Mayes County	\$7,983,193.00
Oklahoma	McClain County	\$7,861,600.00
Oklahoma	McCurtain County	\$6,377,231.00
Oklahoma	McIntosh County	\$3,806,293.00
Oklahoma	Murray County	\$2,733,515.00
Oklahoma	Muskogee County	\$13,207,620.00
Oklahoma	Noble County	\$2,162,066.00
Oklahoma	Nowata County	\$1,957,145.00
Oklahoma	Okfuskee County	\$2,329,500.00
Oklahoma	Oklahoma County	\$154,892,206.00
Oklahoma	Okmulgee County	\$7,471,375.00
Oklahoma	Osage County	\$9,122,012.00
Oklahoma	Ottawa County	\$6,046,055.00
Oklahoma	Pawnee County	\$3,180,846.00
Oklahoma	Payne County	\$15,885,583.00
Oklahoma	Pittsburg County	\$8,479,278.00
Oklahoma	Pontotoc County	\$7,436,218.00
Oklahoma	Pottawatomie County	\$14,100,145.00



Oklahoma	Pushmataha County	\$2,155,268.00
Oklahoma	Roger Mills County	\$695,956.00
Oklahoma	Rogers County	\$17,959,077.00
Oklahoma	Seminole County	\$4,711,832.00
Oklahoma	Sequoyah County	\$8,074,291.00
Oklahoma	Stephens County	\$8,380,022.00
Oklahoma	Texas County	\$3,881,463.00
Oklahoma	Tillman County	\$1,408,228.00
Oklahoma	Tulsa County	\$126,556,338.00
Oklahoma	Wagoner County	\$15,789,435.00
Oklahoma	Washington County	\$10,008,516.00
Oklahoma	Washita County	\$2,120,305.00
Oklahoma	Woods County	\$1,707,937.00
Oklahoma	Woodward County	\$3,925,750.00
Oregon	Baker County	\$3,131,898.00
Oregon	Benton County	\$18,074,454.00
Oregon	Clackamas County	\$81,227,922.00
Oregon	Clatsop County	\$7,813,040.00
Oregon	Columbia County	\$10,169,151.00
Oregon	Coos County	\$12,525,844.00
Oregon	Crook County	\$4,740,191.00
Oregon	Curry County	\$4,452,912.00
Oregon	Deschutes County	\$38,399,353.00
Oregon	Douglas County	\$21,556,564.00
Oregon	Gilliam County	\$371,384.00
Oregon	Grant County	\$1,398,321.00
Oregon	Harney County	\$1,436,004.00
Oregon	Hood River County	\$4,541,679.00
Oregon	Jackson County	\$42,915,782.00
Oregon	Jefferson County	\$4,789,527.00
Oregon	Josephine County	\$16,993,324.00
Oregon	Klamath County	\$13,254,432.00
Oregon	Lake County	\$1,528,461.00
Oregon	Lane County	\$74,212,036.00
Oregon	Lincoln County	\$9,704,533.00
Oregon	Linn County	\$25,202,222.00
Oregon	Malheur County	\$5,938,058.00
Oregon	Marion County	\$67,559,569.00
Oregon	Morrow County	\$2,253,747.00
Oregon	Multnomah County	\$157,887,555.00
Oregon	Polk County	\$16,721,002.00
Oregon	Sherman County	\$345,744.00
Oregon	Tillamook County	\$5,251,426.00
Oregon	Umatilla County	\$15,140,874.00
Oregon	Union County	\$5,212,384.00

Oregon	Wallowa County	\$1,400,070.00
Oregon	Wasco County	\$5,182,666.00
Oregon	Washington County	\$116,852,194.00
Oregon	Wheeler County	\$258,725.00
Oregon	Yamhill County	\$20,802,919.00
Pennsylvania	Adams County	\$20,008,291.00
Pennsylvania	Allegheny County	\$380,998,452.00
Pennsylvania	Armstrong County	\$12,574,015.00
Pennsylvania	Beaver County	\$91,978,752.00
Pennsylvania	Bedford County	\$9,301,683.00
Pennsylvania	Berks County	\$81,806,170.00
Pennsylvania	Blair County	\$23,663,855.00
Pennsylvania	Bradford County	\$11,717,036.00
Pennsylvania	Bucks County	\$122,034,082.00
Pennsylvania	Butler County	\$36,488,243.00
Pennsylvania	Cambria County	\$25,288,270.00
Pennsylvania	Cameron County	\$863,778.00
Pennsylvania	Carbon County	\$12,466,601.00
Pennsylvania	Centre County	\$31,541,383.00
Pennsylvania	Chester County	\$101,972,959.00
Pennsylvania	Clarion County	\$7,466,131.00
Pennsylvania	Clearfield County	\$15,394,355.00
Pennsylvania	Clinton County	\$7,503,813.00
Pennsylvania	Columbia County	\$12,618,495.00
Pennsylvania	Crawford County	\$16,438,191.00
Pennsylvania	Cumberland County	\$49,214,152.00
Pennsylvania	Dauphin County	\$54,056,318.00
Pennsylvania	Delaware County	\$110,083,961.00
Pennsylvania	Elk County	\$5,809,667.00
Pennsylvania	Erie County	\$52,391,502.00
Pennsylvania	Fayette County	\$25,109,959.00
Pennsylvania	Forest County	\$1,407,645.00
Pennsylvania	Franklin County	\$30,112,177.00
Pennsylvania	Fulton County	\$2,822,282.00
Pennsylvania	Greene County	\$7,037,835.00
Pennsylvania	Huntingdon County	\$8,768,693.00
Pennsylvania	Indiana County	\$16,330,195.00
Pennsylvania	Jefferson County	\$8,434,797.00
Pennsylvania	Juniata County	\$4,809,922.00
Pennsylvania	Lackawanna County	\$40,726,716.00
Pennsylvania	Lancaster County	\$106,000,489.00
Pennsylvania	Lawrence County	\$16,609,704.00
Pennsylvania	Lebanon County	\$27,541,628.00
Pennsylvania	Lehigh County	\$71,735,692.00
Pennsylvania	Luzerne County	\$112,890,152.00

Pennsylvania	Lycoming County	\$22,007,003.00
Pennsylvania	McKean County	\$7,890,930.00
Pennsylvania	Mercer County	\$21,254,329.00
Pennsylvania	Mifflin County	\$8,961,766.00
Pennsylvania	Monroe County	\$33,073,146.00
Pennsylvania	Montgomery County	\$161,395,498.00
Pennsylvania	Montour County	\$3,540,964.00
Pennsylvania	Northampton County	\$61,187,165.00
Pennsylvania	Northumberland County	\$17,645,188.00
Pennsylvania	Perry County	\$8,987,794.00
Pennsylvania	Philadelphia County	\$307,685,862.00
Pennsylvania	Pike County	\$10,840,244.00
Pennsylvania	Potter County	\$3,209,982.00
Pennsylvania	Schuylkill County	\$27,457,329.00
Pennsylvania	Snyder County	\$7,841,788.00
Pennsylvania	Somerset County	\$14,266,219.00
Pennsylvania	Sullivan County	\$1,178,249.00
Pennsylvania	Susquehanna County	\$7,833,241.00
Pennsylvania	Tioga County	\$7,884,326.00
Pennsylvania	Union County	\$8,725,766.00
Pennsylvania	Venango County	\$9,841,665.00
Pennsylvania	Warren County	\$7,612,392.00
Pennsylvania	Washington County	\$98,857,371.00
Pennsylvania	Wayne County	\$9,976,272.00
Pennsylvania	Westmoreland County	\$105,319,216.00
Pennsylvania	Wyoming County	\$5,204,420.00
Pennsylvania	York County	\$87,224,252.00
Puerto Rico	Adjuntas Municipio	\$3,372,559.00
Puerto Rico	Aguada Municipio	\$7,127,379.00
Puerto Rico	Aguadilla Municipio	\$9,763,387.00
Puerto Rico	Agua Buenas Municipio	\$4,819,829.00
Puerto Rico	Aibonito Municipio	\$4,294,220.00
Puerto Rico	Arecibo Municipio	\$15,920,935.00
Puerto Rico	Arroyo Municipio	\$3,348,279.00
Puerto Rico	Añasco Municipio	\$5,081,468.00
Puerto Rico	Barceloneta Municipio	\$4,608,692.00
Puerto Rico	Barranquitas Municipio	\$5,385,256.00
Puerto Rico	Bayamón Municipio	\$32,878,519.00
Puerto Rico	Cabo Rojo Municipio	\$9,229,232.00
Puerto Rico	Caguas Municipio	\$24,203,255.00
Puerto Rico	Camuy Municipio	\$5,925,044.00
Puerto Rico	Canóvanas Municipio	\$8,677,401.00
Puerto Rico	Carolina Municipio	\$28,549,919.00
Puerto Rico	Cataño Municipio	\$4,490,983.00
Puerto Rico	Cayey Municipio	\$8,237,451.00

Puerto Rico	Ceiba Municipio	\$2,117,974.00
Puerto Rico	Ciales Municipio	\$3,070,519.00
Puerto Rico	Cidra Municipio	\$7,440,686.00
Puerto Rico	Coamo Municipio	\$7,446,319.00
Puerto Rico	Comerio Municipio	\$3,622,155.00
Puerto Rico	Corozal Municipio	\$6,272,537.00
Puerto Rico	Culebra Municipio	\$332,924.00
Puerto Rico	Dorado Municipio	\$7,019,966.00
Puerto Rico	Fajardo Municipio	\$5,721,094.00
Puerto Rico	Florida Municipio	\$2,198,195.00
Puerto Rico	Guayama Municipio	\$7,665,614.00
Puerto Rico	Guayanilla Municipio	\$3,423,061.00
Puerto Rico	Guaynabo Municipio	\$16,263,182.00
Puerto Rico	Gurabo Municipio	\$9,147,263.00
Puerto Rico	Guánica Municipio	\$2,987,967.00
Puerto Rico	Hatillo Municipio	\$7,617,637.00
Puerto Rico	Hormigueros Municipio	\$3,014,190.00
Puerto Rico	Humacao Municipio	\$9,838,751.00
Puerto Rico	Isabela Municipio	\$7,851,694.00
Puerto Rico	Jayuya Municipio	\$2,698,164.00
Puerto Rico	Juana Díaz Municipio	\$8,678,372.00
Puerto Rico	Juncos Municipio	\$7,411,161.00
Puerto Rico	Lajas Municipio	\$4,275,184.00
Puerto Rico	Lares Municipio	\$4,715,328.00
Puerto Rico	Las Marías Municipio	\$1,539,727.00
Puerto Rico	Las Piedras Municipio	\$7,188,176.00
Puerto Rico	Loíza Municipio	\$4,769,132.00
Puerto Rico	Luquillo Municipio	\$3,431,219.00
Puerto Rico	Manatí Municipio	\$7,242,563.00
Puerto Rico	Maricao Municipio	\$1,054,714.00
Puerto Rico	Maunabo Municipio	\$2,004,733.00
Puerto Rico	Mayagüez Municipio	\$13,893,864.00
Puerto Rico	Moca Municipio	\$6,777,168.00
Puerto Rico	Morovis Municipio	\$5,892,218.00
Puerto Rico	Naguabo Municipio	\$5,003,772.00
Puerto Rico	Naranjito Municipio	\$5,312,223.00
Puerto Rico	Orocovis Municipio	\$3,927,498.00
Puerto Rico	Patillas Municipio	\$3,148,797.00
Puerto Rico	Peñuelas Municipio	\$3,738,893.00
Puerto Rico	Ponce Municipio	\$25,616,338.00
Puerto Rico	Quebradillas Municipio	\$4,451,553.00
Puerto Rico	Rincón Municipio	\$2,652,518.00
Puerto Rico	Río Grande Municipio	\$9,328,293.00
Puerto Rico	Sabana Grande Municipio	\$4,217,301.00
Puerto Rico	Salinas Municipio	\$5,269,296.00

Puerto Rico	San Germán Municipio	\$5,871,240.00
Puerto Rico	San Juan Municipio	\$61,853,431.00
Puerto Rico	San Lorenzo Municipio	\$6,990,441.00
Puerto Rico	San Sebastián Municipio	\$6,900,898.00
Puerto Rico	Santa Isabel Municipio	\$4,119,600.00
Puerto Rico	Toa Alta Municipio	\$13,990,012.00
Puerto Rico	Toa Baja Municipio	\$14,426,271.00
Puerto Rico	Trujillo Alto Municipio	\$12,367,928.00
Puerto Rico	Utua Municipio	\$5,321,158.00
Puerto Rico	Vega Alta Municipio	\$7,004,427.00
Puerto Rico	Vega Baja Municipio	\$9,716,381.00
Puerto Rico	Vieques Municipio	\$1,628,882.00
Puerto Rico	Villalba Municipio	\$4,151,260.00
Puerto Rico	Yabucoa Municipio	\$6,270,400.00
Puerto Rico	Yauco Municipio	\$6,521,550.00
Rhode Island	Bristol County	\$9,416,477.00 *
Rhode Island	Kent County	\$31,911,795.00 *
Rhode Island	Newport County	\$15,943,466.00 *
Rhode Island	Providence County	\$124,104,857.00 *
Rhode Island	Washington County	\$24,391,860.00 *
South Carolina	Abbeville County	\$4,764,082.00
South Carolina	Aiken County	\$33,189,883.00
South Carolina	Allendale County	\$1,687,542.00
South Carolina	Anderson County	\$39,344,517.00
South Carolina	Bamberg County	\$2,732,156.00
South Carolina	Barnwell County	\$4,052,976.00
South Carolina	Beaufort County	\$37,317,446.00
South Carolina	Berkeley County	\$44,268,263.00
South Carolina	Calhoun County	\$2,826,750.00
South Carolina	Charleston County	\$79,910,793.00
South Carolina	Cherokee County	\$11,129,853.00
South Carolina	Chester County	\$6,263,019.00
South Carolina	Chesterfield County	\$8,866,977.00
South Carolina	Clarendon County	\$6,554,571.00
South Carolina	Colleton County	\$7,318,316.00
South Carolina	Darlington County	\$12,939,766.00
South Carolina	Dillon County	\$5,920,188.00
South Carolina	Dorchester County	\$31,623,740.00
South Carolina	Edgefield County	\$5,294,935.00
South Carolina	Fairfield County	\$4,340,643.00
South Carolina	Florence County	\$26,861,794.00
South Carolina	Georgetown County	\$12,174,855.00
South Carolina	Greenville County	\$101,691,896.00
South Carolina	Greenwood County	\$13,754,207.00
South Carolina	Hampton County	\$3,733,648.00



South Carolina	Horry County	\$68,776,083.00
South Carolina	Jasper County	\$5,841,328.00
South Carolina	Kershaw County	\$12,926,752.00
South Carolina	Lancaster County	\$19,037,682.00
South Carolina	Laurens County	\$13,109,724.00
South Carolina	Lee County	\$3,268,642.00
South Carolina	Lexington County	\$58,028,685.00
South Carolina	Marion County	\$5,954,763.00
South Carolina	Marlboro County	\$5,073,115.00
South Carolina	McCormick County	\$1,838,077.00
South Carolina	Newberry County	\$7,466,519.00
South Carolina	Oconee County	\$15,450,878.00
South Carolina	Orangeburg County	\$16,738,484.00
South Carolina	Pickens County	\$24,645,730.00
South Carolina	Richland County	\$80,756,312.00
South Carolina	Saluda County	\$3,976,640.00
South Carolina	Spartanburg County	\$62,114,487.00
South Carolina	Sumter County	\$20,729,303.00
South Carolina	Union County	\$5,305,813.00
South Carolina	Williamsburg County	\$5,898,628.00
South Carolina	York County	\$54,576,877.00
South Dakota	Aurora County	\$534,349.00
South Dakota	Beadle County	\$3,584,279.00
South Dakota	Bennett County	\$653,612.00
South Dakota	Bon Homme County	\$1,340,438.00
South Dakota	Brookings County	\$6,813,296.00
South Dakota	Brown County	\$7,544,020.00
South Dakota	Brule County	\$1,028,880.00
South Dakota	Buffalo County	\$381,095.00
South Dakota	Butte County	\$2,025,711.00
South Dakota	Campbell County	\$267,272.00
South Dakota	Charles Mix County	\$1,804,862.00
South Dakota	Clark County	\$725,674.00
South Dakota	Clay County	\$2,732,933.00
South Dakota	Codington County	\$5,440,420.00
South Dakota	Corson County	\$793,658.00
South Dakota	Custer County	\$1,742,706.00
South Dakota	Davison County	\$3,841,062.00
South Dakota	Day County	\$1,053,548.00
South Dakota	Deuel County	\$845,131.00
South Dakota	Dewey County	\$1,144,452.00
South Dakota	Douglas County	\$567,370.00
South Dakota	Edmunds County	\$743,738.00
South Dakota	Fall River County	\$1,303,922.00
South Dakota	Faulk County	\$446,554.00

South Dakota	Grant County	\$1,369,768.00
South Dakota	Gregory County	\$812,887.00
South Dakota	Haakon County	\$368,858.00
South Dakota	Hamlin County	\$1,197,285.00
South Dakota	Hand County	\$619,814.00
South Dakota	Hanson County	\$670,705.00
South Dakota	Harding County	\$252,121.00
South Dakota	Hughes County	\$3,404,220.00
South Dakota	Hutchinson County	\$1,416,191.00
South Dakota	Hyde County	\$252,704.00
South Dakota	Jackson County	\$649,533.00
South Dakota	Jerauld County	\$391,002.00
South Dakota	Jones County	\$175,397.00
South Dakota	Kingsbury County	\$959,343.00
South Dakota	Lake County	\$2,485,667.00
South Dakota	Lawrence County	\$5,019,894.00
South Dakota	Lincoln County	\$11,873,397.00
South Dakota	Lyman County	\$734,415.00
South Dakota	Marshall County	\$958,566.00
South Dakota	McCook County	\$1,085,015.00
South Dakota	McPherson County	\$462,093.00
South Dakota	Meade County	\$5,503,159.00
South Dakota	Mellette County	\$400,325.00
South Dakota	Miner County	\$430,432.00
South Dakota	Minnehaha County	\$37,514,015.00
South Dakota	Moody County	\$1,277,311.00
South Dakota	Oglala Lakota County	\$2,753,716.00
South Dakota	Pennington County	\$22,099,460.00
South Dakota	Perkins County	\$556,493.00
South Dakota	Potter County	\$418,195.00
South Dakota	Roberts County	\$2,018,913.00
South Dakota	Sanborn County	\$455,295.00
South Dakota	Spink County	\$1,238,463.00
South Dakota	Stanley County	\$601,750.00
South Dakota	Sully County	\$270,185.00
South Dakota	Todd County	\$1,976,763.00
South Dakota	Tripp County	\$1,056,850.00
South Dakota	Turner County	\$1,628,494.00
South Dakota	Union County	\$3,094,604.00
South Dakota	Walworth County	\$1,055,685.00
South Dakota	Yankton County	\$4,431,352.00
South Dakota	Ziebach County	\$535,321.00
Tennessee	Anderson County	\$14,952,074.00
Tennessee	Bedford County	\$9,656,167.00
Tennessee	Benton County	\$3,138,891.00



Tennessee	Bledsoe County	\$2,926,005.00
Tennessee	Blount County	\$25,850,784.00
Tennessee	Bradley County	\$20,999,100.00
Tennessee	Campbell County	\$7,738,841.00
Tennessee	Cannon County	\$2,851,029.00
Tennessee	Carroll County	\$5,393,414.00
Tennessee	Carter County	\$10,953,291.00
Tennessee	Cheatham County	\$7,899,088.00
Tennessee	Chester County	\$3,359,739.00
Tennessee	Claiborne County	\$6,207,661.00
Tennessee	Clay County	\$1,479,124.00
Tennessee	Cocke County	\$6,993,355.00
Tennessee	Coffee County	\$10,978,347.00
Tennessee	Crockett County	\$2,764,011.00
Tennessee	Cumberland County	\$11,755,301.00
Tennessee	Davidson County	\$134,829,335.00
Tennessee	DeKalb County	\$3,979,942.00
Tennessee	Decatur County	\$2,265,401.00
Tennessee	Dickson County	\$10,478,767.00
Tennessee	Dyer County	\$7,217,700.00
Tennessee	Fayette County	\$7,989,603.00
Tennessee	Fentress County	\$3,597,876.00
Tennessee	Franklin County	\$8,198,409.00
Tennessee	Gibson County	\$9,543,509.00
Tennessee	Giles County	\$5,723,037.00
Tennessee	Grainger County	\$4,529,637.00
Tennessee	Greene County	\$13,415,844.00
Tennessee	Grundy County	\$2,608,037.00
Tennessee	Hamblen County	\$12,612,668.00
Tennessee	Hamilton County	\$71,441,615.00
Tennessee	Hancock County	\$1,285,857.00
Tennessee	Hardeman County	\$4,865,669.00
Tennessee	Hardin County	\$4,982,600.00
Tennessee	Hawkins County	\$11,030,015.00
Tennessee	Haywood County	\$3,361,099.00
Tennessee	Henderson County	\$5,461,398.00
Tennessee	Henry County	\$6,282,637.00
Tennessee	Hickman County	\$4,890,531.00
Tennessee	Houston County	\$1,592,948.00
Tennessee	Humphreys County	\$3,609,336.00
Tennessee	Jackson County	\$2,289,292.00
Tennessee	Jefferson County	\$10,585,015.00
Tennessee	Johnson County	\$3,455,110.00
Tennessee	Knox County	\$91,352,787.00
Tennessee	Lake County	\$1,362,776.00

Tennessee	Lauderdale County	\$4,978,910.00
Tennessee	Lawrence County	\$8,574,066.00
Tennessee	Lewis County	\$2,382,915.00
Tennessee	Lincoln County	\$6,675,193.00
Tennessee	Loudon County	\$10,502,075.00
Tennessee	Macon County	\$4,778,650.00
Tennessee	Madison County	\$19,032,243.00
Tennessee	Marion County	\$5,614,846.00
Tennessee	Marshall County	\$6,676,941.00
Tennessee	Maury County	\$18,722,045.00
Tennessee	McMinn County	\$10,448,854.00
Tennessee	McNairy County	\$4,990,758.00
Tennessee	Meigs County	\$2,412,828.00
Tennessee	Monroe County	\$9,040,821.00
Tennessee	Montgomery County	\$40,594,440.00
Tennessee	Moore County	\$1,260,218.00
Tennessee	Morgan County	\$4,157,282.00
Tennessee	Obion County	\$5,840,551.00
Tennessee	Overton County	\$4,320,054.00
Tennessee	Perry County	\$1,568,668.00
Tennessee	Pickett County	\$980,515.00
Tennessee	Polk County	\$3,269,419.00
Tennessee	Putnam County	\$15,586,651.00
Tennessee	Rhea County	\$6,442,301.00
Tennessee	Roane County	\$10,368,828.00
Tennessee	Robertson County	\$13,948,833.00
Tennessee	Rutherford County	\$64,542,466.00
Tennessee	Scott County	\$4,286,450.00
Tennessee	Sequatchie County	\$2,918,624.00
Tennessee	Sevier County	\$19,083,911.00
Tennessee	Shelby County	\$182,033,509.00
Tennessee	Smith County	\$3,915,261.00
Tennessee	Stewart County	\$2,663,978.00
Tennessee	Sullivan County	\$30,757,243.00
Tennessee	Sumner County	\$37,154,480.00
Tennessee	Tipton County	\$11,964,884.00
Tennessee	Trousdale County	\$2,191,785.00
Tennessee	Unicoi County	\$3,473,563.00
Tennessee	Union County	\$3,879,327.00
Tennessee	Van Buren County	\$1,140,567.00
Tennessee	Warren County	\$8,017,573.00
Tennessee	Washington County	\$25,129,577.00
Tennessee	Wayne County	\$3,238,535.00
Tennessee	Weakley County	\$6,473,573.00
Tennessee	White County	\$5,311,446.00

Tennessee	Williamson County	\$46,308,736.00
Tennessee	Wilson County	\$28,097,926.00
Texas	Anderson County	\$11,214,347.00
Texas	Andrews County	\$3,633,227.00
Texas	Angelina County	\$16,843,372.00
Texas	Aransas County	\$4,566,542.00
Texas	Archer County	\$1,661,320.00
Texas	Armstrong County	\$366,528.00
Texas	Atascosa County	\$9,935,871.00
Texas	Austin County	\$5,833,364.00
Texas	Bailey County	\$1,359,668.00
Texas	Bandera County	\$4,489,235.00
Texas	Bastrop County	\$17,233,403.00
Texas	Baylor County	\$681,582.00
Texas	Bee County	\$6,325,369.00
Texas	Bell County	\$70,493,732.00
Texas	Bexar County	\$389,166,877.00
Texas	Blanco County	\$2,317,457.00
Texas	Borden County	\$127,032.00
Texas	Bosque County	\$3,629,342.00
Texas	Bowie County	\$18,111,748.00
Texas	Brazoria County	\$72,696,394.00
Texas	Brazos County	\$44,521,550.00
Texas	Brewster County	\$1,787,575.00
Texas	Briscoe County	\$300,292.00
Texas	Brooks County	\$1,377,732.00
Texas	Brown County	\$7,354,638.00
Texas	Burleson County	\$3,582,337.00
Texas	Burnet County	\$9,353,544.00
Texas	Caldwell County	\$8,481,220.00
Texas	Calhoun County	\$4,135,333.00
Texas	Callahan County	\$2,708,264.00
Texas	Cameron County	\$82,194,452.00
Texas	Camp County	\$2,543,356.00
Texas	Carson County	\$1,151,056.00
Texas	Cass County	\$5,832,199.00
Texas	Castro County	\$1,462,614.00
Texas	Chambers County	\$8,514,823.00
Texas	Cherokee County	\$10,225,868.00
Texas	Childress County	\$1,419,105.00
Texas	Clay County	\$2,033,869.00
Texas	Cochran County	\$554,162.00
Texas	Coke County	\$657,885.00
Texas	Coleman County	\$1,587,898.00
Texas	Collin County	\$200,984,172.00

Texas	Collingsworth County	\$567,176.00
Texas	Colorado County	\$4,174,763.00
Texas	Comal County	\$30,341,767.00
Texas	Comanche County	\$2,648,439.00
Texas	Concho County	\$529,494.00
Texas	Cooke County	\$8,013,689.00
Texas	Coryell County	\$14,752,591.00
Texas	Cottle County	\$271,545.00
Texas	Crane County	\$931,761.00
Texas	Crockett County	\$672,841.00
Texas	Crosby County	\$1,114,345.00
Texas	Culberson County	\$421,691.00
Texas	Dallam County	\$1,415,414.00
Texas	Dallas County	\$511,918,088.00
Texas	Dawson County	\$2,472,265.00
Texas	DeWitt County	\$3,915,844.00
Texas	Deaf Smith County	\$3,602,343.00
Texas	Delta County	\$1,035,484.00
Texas	Denton County	\$172,329,559.00
Texas	Dickens County	\$429,461.00
Texas	Dimmit County	\$1,966,468.00
Texas	Donley County	\$636,713.00
Texas	Duval County	\$2,167,116.00
Texas	Eastland County	\$3,566,215.00
Texas	Ector County	\$32,286,869.00
Texas	Edwards County	\$375,268.00
Texas	El Paso County	\$163,012,143.00
Texas	Ellis County	\$35,900,284.00
Texas	Erath County	\$8,293,586.00
Texas	Falls County	\$3,359,739.00
Texas	Fannin County	\$6,898,178.00
Texas	Fayette County	\$4,923,163.00
Texas	Fisher County	\$743,933.00
Texas	Floyd County	\$1,109,489.00
Texas	Foard County	\$224,345.00
Texas	Fort Bend County	\$157,660,879.00
Texas	Franklin County	\$2,083,206.00
Texas	Freestone County	\$3,829,796.00
Texas	Frio County	\$3,944,202.00
Texas	Gaines County	\$4,174,569.00
Texas	Galveston County	\$66,456,490.00
Texas	Garza County	\$1,209,910.00
Texas	Gillespie County	\$5,242,103.00
Texas	Glasscock County	\$273,682.00
Texas	Goliad County	\$1,487,477.00

Texas	Gonzales County	\$4,047,343.00
Texas	Gray County	\$4,251,099.00
Texas	Grayson County	\$26,457,584.00
Texas	Gregg County	\$24,074,863.00
Texas	Grimes County	\$5,609,601.00
Texas	Guadalupe County	\$32,408,074.00
Texas	Hale County	\$6,488,724.00
Texas	Hall County	\$575,722.00
Texas	Hamilton County	\$1,643,450.00
Texas	Hansford County	\$1,048,692.00
Texas	Hardeman County	\$763,939.00
Texas	Hardin County	\$11,188,513.00
Texas	Harris County	\$915,508,128.00
Texas	Harrison County	\$12,927,140.00
Texas	Hartley County	\$1,083,073.00
Texas	Haskell County	\$1,099,000.00
Texas	Hays County	\$44,711,903.00
Texas	Hemphill County	\$741,796.00
Texas	Henderson County	\$16,070,692.00
Texas	Hidalgo County	\$212,973,405.00
Texas	Hill County	\$7,118,639.00
Texas	Hockley County	\$4,471,559.00
Texas	Hood County	\$11,973,430.00
Texas	Hopkins County	\$7,203,132.00
Texas	Houston County	\$4,461,265.00
Texas	Howard County	\$7,121,552.00
Texas	Hudspeth County	\$949,048.00
Texas	Hunt County	\$19,150,729.00
Texas	Hutchinson County	\$4,066,961.00
Texas	Irion County	\$298,350.00
Texas	Jack County	\$1,735,519.00
Texas	Jackson County	\$2,866,957.00
Texas	Jasper County	\$6,901,092.00
Texas	Jeff Davis County	\$441,698.00
Texas	Jefferson County	\$48,863,552.00
Texas	Jim Hogg County	\$1,010,039.00
Texas	Jim Wells County	\$7,863,154.00
Texas	Johnson County	\$34,150,391.00
Texas	Jones County	\$3,900,887.00
Texas	Karnes County	\$3,030,311.00
Texas	Kaufman County	\$26,446,318.00
Texas	Kendall County	\$9,212,916.00
Texas	Kenedy County	\$78,472.00
Texas	Kent County	\$148,010.00
Texas	Kerr County	\$10,216,933.00

Texas	Kimble County	\$842,411.00
Texas	King County	\$52,833.00
Texas	Kinney County	\$712,272.00
Texas	Kleberg County	\$5,959,230.00
Texas	Knox County	\$711,689.00
Texas	La Salle County	\$1,460,672.00
Texas	Lamar County	\$9,684,526.00
Texas	Lamb County	\$2,504,314.00
Texas	Lampasas County	\$4,162,138.00
Texas	Lavaca County	\$3,914,678.00
Texas	Lee County	\$3,348,474.00
Texas	Leon County	\$3,380,523.00
Texas	Liberty County	\$17,135,507.00
Texas	Limestone County	\$4,552,362.00
Texas	Lipscomb County	\$627,972.00
Texas	Live Oak County	\$2,371,067.00
Texas	Llano County	\$4,233,423.00
Texas	Loving County	\$32,826.00
Texas	Lubbock County	\$60,324,387.00
Texas	Lynn County	\$1,155,912.00
Texas	Madison County	\$2,774,500.00
Texas	Marion County	\$1,914,024.00
Texas	Martin County	\$1,120,949.00
Texas	Mason County	\$830,174.00
Texas	Matagorda County	\$7,117,473.00
Texas	Maverick County	\$11,406,060.00
Texas	McCulloch County	\$1,550,798.00
Texas	McLennan County	\$49,846,009.00
Texas	McMullen County	\$144,319.00
Texas	Medina County	\$10,019,587.00
Texas	Menard County	\$415,281.00
Texas	Midland County	\$34,347,543.00
Texas	Milam County	\$4,821,577.00
Texas	Mills County	\$946,523.00
Texas	Mitchell County	\$1,659,766.00
Texas	Montague County	\$3,849,414.00
Texas	Montgomery County	\$117,978,581.00
Texas	Moore County	\$4,067,350.00
Texas	Morris County	\$2,406,224.00
Texas	Motley County	\$233,086.00
Texas	Nacogdoches County	\$12,665,113.00
Texas	Navarro County	\$9,733,863.00
Texas	Newton County	\$2,640,669.00
Texas	Nolan County	\$2,858,022.00
Texas	Nueces County	\$70,371,362.00



Texas	Ochiltree County	\$1,910,528.00
Texas	Oldham County	\$410,231.00
Texas	Orange County	\$16,198,695.00
Texas	Palo Pinto County	\$5,669,621.00
Texas	Panola County	\$4,505,163.00
Texas	Parker County	\$27,752,377.00
Texas	Parmer County	\$1,865,659.00
Texas	Pecos County	\$3,073,432.00
Texas	Polk County	\$9,974,718.00
Texas	Potter County	\$22,806,487.00
Texas	Presidio County	\$1,302,173.00
Texas	Rains County	\$2,430,698.00
Texas	Randall County	\$26,749,136.00
Texas	Reagan County	\$747,623.00
Texas	Real County	\$670,511.00
Texas	Red River County	\$2,335,327.00
Texas	Reeves County	\$3,103,151.00
Texas	Refugio County	\$1,349,568.00
Texas	Roberts County	\$165,879.00
Texas	Robertson County	\$3,316,424.00
Texas	Rockwall County	\$20,378,509.00
Texas	Runnels County	\$1,993,662.00
Texas	Rusk County	\$10,567,728.00
Texas	Sabine County	\$2,047,660.00
Texas	San Augustine County	\$1,599,941.00
Texas	San Jacinto County	\$5,605,522.00
Texas	San Patricio County	\$12,961,520.00
Texas	San Saba County	\$1,176,113.00
Texas	Schleicher County	\$542,508.00
Texas	Scurry County	\$3,244,362.00
Texas	Shackelford County	\$634,188.00
Texas	Shelby County	\$4,909,178.00
Texas	Sherman County	\$586,988.00
Texas	Smith County	\$45,209,153.00
Texas	Somervell County	\$1,773,007.00
Texas	Starr County	\$12,554,203.00
Texas	Stephens County	\$1,819,236.00
Texas	Sterling County	\$250,762.00
Texas	Stonewall County	\$262,222.00
Texas	Sutton County	\$733,444.00
Texas	Swisher County	\$1,436,781.00
Texas	Tarrant County	\$408,388,891.00
Texas	Taylor County	\$26,811,486.00
Texas	Terrell County	\$150,729.00
Texas	Terry County	\$2,396,318.00



Texas	Throckmorton County	\$291,552.00
Texas	Titus County	\$6,361,304.00
Texas	Tom Green County	\$23,153,203.00
Texas	Travis County	\$247,450,630.00
Texas	Trinity County	\$2,845,785.00
Texas	Tyler County	\$4,209,532.00
Texas	Upshur County	\$8,110,031.00
Texas	Upton County	\$710,329.00
Texas	Uvalde County	\$5,194,126.00
Texas	Val Verde County	\$9,522,532.00
Texas	Van Zandt County	\$10,991,944.00
Texas	Victoria County	\$17,886,237.00
Texas	Walker County	\$14,173,761.00
Texas	Waller County	\$10,730,888.00
Texas	Ward County	\$2,330,471.00
Texas	Washington County	\$6,969,658.00
Texas	Webb County	\$53,736,408.00
Texas	Wharton County	\$8,071,766.00
Texas	Wheeler County	\$982,069.00
Texas	Wichita County	\$25,684,127.00
Texas	Wilbarger County	\$2,480,229.00
Texas	Willacy County	\$4,148,541.00
Texas	Williamson County	\$114,707,609.00
Texas	Wilson County	\$9,919,749.00
Texas	Winkler County	\$1,555,849.00
Texas	Wise County	\$13,593,572.00
Texas	Wood County	\$8,845,417.00
Texas	Yoakum County	\$1,692,398.00
Texas	Young County	\$3,498,231.00
Texas	Zapata County	\$2,754,105.00
Texas	Zavala County	\$2,299,781.00
Utah	Beaver County	\$1,303,339.00
Utah	Box Elder County	\$10,886,278.00
Utah	Cache County	\$24,918,634.00
Utah	Carbon County	\$3,974,698.00
Utah	Daggett County	\$184,526.00
Utah	Davis County	\$69,048,017.00
Utah	Duchesne County	\$3,872,723.00
Utah	Emery County	\$1,944,714.00
Utah	Garfield County	\$981,098.00
Utah	Grand County	\$1,894,600.00
Utah	Iron County	\$10,651,833.00
Utah	Juab County	\$2,334,161.00
Utah	Kane County	\$1,531,763.00
Utah	Millard County	\$2,561,614.00

Utah	Morgan County	\$2,354,945.00
Utah	Piute County	\$287,278.00
Utah	Rich County	\$482,294.00
Utah	Salt Lake County	\$225,401,283.00
Utah	San Juan County	\$2,973,400.00
Utah	Sanpete County	\$6,009,538.00
Utah	Sevier County	\$4,199,432.00
Utah	Summit County	\$8,186,172.00
Utah	Tooele County	\$14,035,464.00
Utah	Uintah County	\$6,940,911.00
Utah	Utah County	\$123,581,190.00
Utah	Wasatch County	\$6,621,777.00
Utah	Washington County	\$34,488,172.00
Utah	Wayne County	\$526,580.00
Utah	Weber County	\$50,543,325.00
Vermont	Addison County	\$7,143,501.00
Vermont	Bennington County	\$6,889,632.00
Vermont	Caledonia County	\$5,825,789.00
Vermont	Chittenden County	\$31,811,180.00
Vermont	Essex County	\$1,197,091.00
Vermont	Franklin County	\$9,595,759.00
Vermont	Grand Isle County	\$1,405,314.00
Vermont	Lamoille County	\$4,926,271.00
Vermont	Orange County	\$5,611,932.00
Vermont	Orleans County	\$5,251,620.00
Vermont	Rutland County	\$11,302,920.00
Vermont	Washington County	\$11,345,264.00
Vermont	Windham County	\$8,201,129.00
Vermont	Windsor County	\$10,695,148.00
Virgin Islands	St. Croix Island	\$9,828,651.00
Virgin Islands	St. John Island	\$809,974.00
Virgin Islands	St. Thomas Island	\$10,029,299.00
Virginia	Accomack County	\$6,277,004.00
Virginia	Albemarle County	\$21,236,071.00
Virginia	Alexandria city	\$30,967,020.00
Virginia	Alleghany County	\$2,886,381.00
Virginia	Amelia County	\$2,553,262.00
Virginia	Amherst County	\$6,138,901.00
Virginia	Appomattox County	\$3,090,525.00
Virginia	Arlington County	\$46,003,782.00
Virginia	Augusta County	\$14,676,256.00
Virginia	Bath County	\$805,506.00
Virginia	Bedford County	\$15,344,241.00
Virginia	Bland County	\$1,219,816.00
Virginia	Botetourt County	\$6,491,249.00

Virginia	Bristol city	\$3,255,822.00
Virginia	Brunswick County	\$3,152,681.00
Virginia	Buchanan County	\$4,079,781.00
Virginia	Buckingham County	\$3,330,798.00
Virginia	Buena Vista city	\$1,258,276.00
Virginia	Campbell County	\$10,660,768.00
Virginia	Caroline County	\$5,967,971.00
Virginia	Carroll County	\$5,786,553.00
Virginia	Charles City County	\$1,352,481.00
Virginia	Charlotte County	\$2,307,551.00
Virginia	Charlottesville city	\$9,180,866.00
Virginia	Chesapeake city	\$47,556,329.00
Virginia	Chesterfield County	\$68,527,653.00
Virginia	Clarke County	\$2,839,569.00
Virginia	Colonial Heights city	\$3,373,919.00
Virginia	Covington city	\$1,075,692.00
Virginia	Craig County	\$996,637.00
Virginia	Culpeper County	\$10,217,905.00
Virginia	Cumberland County	\$1,929,175.00
Virginia	Danville city	\$7,778,078.00
Virginia	Dickenson County	\$2,781,104.00
Virginia	Dinwiddie County	\$5,544,337.00
Virginia	Emporia city	\$1,038,398.00
Virginia	Essex County	\$2,127,492.00
Virginia	Fairfax County	\$222,894,638.00
Virginia	Fairfax city	\$4,665,409.00
Virginia	Falls Church city	\$2,839,181.00
Virginia	Fauquier County	\$13,834,039.00
Virginia	Floyd County	\$3,059,059.00
Virginia	Fluvanna County	\$5,296,878.00
Virginia	Franklin County	\$10,885,502.00
Virginia	Franklin city	\$1,547,496.00
Virginia	Frederick County	\$17,348,003.00
Virginia	Fredericksburg city	\$5,639,903.00
Virginia	Galax city	\$1,232,830.00
Virginia	Giles County	\$3,247,664.00
Virginia	Gloucester County	\$7,254,411.00
Virginia	Goochland County	\$4,613,742.00
Virginia	Grayson County	\$3,020,405.00
Virginia	Greene County	\$3,849,608.00
Virginia	Greensville County	\$2,201,885.00
Virginia	Halifax County	\$6,586,814.00
Virginia	Hampton city	\$26,126,991.00
Virginia	Hanover County	\$20,932,282.00
Virginia	Harrisonburg city	\$10,297,736.00

Virginia	Henrico County	\$64,257,518.00
Virginia	Henry County	\$9,820,105.00
Virginia	Highland County	\$425,382.00
Virginia	Hopewell city	\$4,375,994.00
Virginia	Isle of Wight County	\$7,207,988.00
Virginia	James City County	\$14,863,696.00
Virginia	King George County	\$5,212,578.00
Virginia	King William County	\$3,330,798.00
Virginia	King and Queen County	\$1,364,524.00
Virginia	Lancaster County	\$2,059,508.00
Virginia	Lee County	\$4,549,643.00
Virginia	Lexington city	\$1,446,298.00
Virginia	Loudoun County	\$80,324,909.00
Virginia	Louisa County	\$7,301,611.00
Virginia	Lunenburg County	\$2,368,930.00
Virginia	Lynchburg city	\$15,960,171.00
Virginia	Madison County	\$2,575,794.00
Virginia	Manassas Park city	\$3,394,897.00
Virginia	Manassas city	\$7,980,280.00
Virginia	Martinsville city	\$2,438,467.00
Virginia	Mathews County	\$1,715,901.00
Virginia	Mecklenburg County	\$5,941,166.00
Virginia	Middlesex County	\$2,055,429.00
Virginia	Montgomery County	\$19,139,269.00
Virginia	Nelson County	\$2,899,977.00
Virginia	New Kent County	\$4,485,156.00
Virginia	Newport News city	\$34,812,355.00
Virginia	Norfolk city	\$47,149,788.00
Virginia	Northampton County	\$2,274,530.00
Virginia	Northumberland County	\$2,349,312.00
Virginia	Norton city	\$773,263.00
Virginia	Nottoway County	\$2,958,637.00
Virginia	Orange County	\$7,196,722.00
Virginia	Page County	\$4,642,683.00
Virginia	Patrick County	\$3,420,148.00
Virginia	Petersburg city	\$6,088,593.00
Virginia	Pittsylvania County	\$11,723,057.00
Virginia	Poquoson city	\$2,383,498.00
Virginia	Portsmouth city	\$18,335,705.00
Virginia	Powhatan County	\$5,759,553.00
Virginia	Prince Edward County	\$4,429,021.00
Virginia	Prince George County	\$7,449,621.00
Virginia	Prince William County	\$91,357,060.00
Virginia	Pulaski County	\$6,609,346.00
Virginia	Radford city	\$3,544,654.00

Virginia	Rappahannock County	\$1,431,536.00
Virginia	Richmond County	\$1,752,612.00
Virginia	Richmond city	\$44,759,492.00
Virginia	Roanoke County	\$18,294,526.00
Virginia	Roanoke city	\$19,257,365.00
Virginia	Rockbridge County	\$4,384,541.00
Virginia	Rockingham County	\$15,917,438.00
Virginia	Russell County	\$5,164,019.00
Virginia	Salem city	\$4,914,423.00
Virginia	Scott County	\$4,188,943.00
Virginia	Shenandoah County	\$8,471,897.00
Virginia	Smyth County	\$5,847,349.00
Virginia	Southampton County	\$3,424,615.00
Virginia	Spotsylvania County	\$26,458,167.00
Virginia	Stafford County	\$29,695,536.00
Virginia	Staunton city	\$4,842,749.00
Virginia	Suffolk city	\$17,890,899.00
Virginia	Surry County	\$1,247,398.00
Virginia	Sussex County	\$2,167,505.00
Virginia	Tazewell County	\$7,885,103.00
Virginia	Virginia Beach city	\$87,402,174.00
Virginia	Warren County	\$7,801,386.00
Virginia	Washington County	\$10,438,365.00
Virginia	Waynesboro city	\$4,395,612.00
Virginia	Westmoreland County	\$3,499,203.00
Virginia	Williamsburg city	\$2,904,639.00
Virginia	Winchester city	\$5,453,822.00
Virginia	Wise County	\$7,261,210.00
Virginia	Wythe County	\$5,571,531.00
Virginia	York County	\$13,262,590.00
Washington	Adams County	\$3,881,463.00
Washington	Asotin County	\$4,386,289.00
Washington	Benton County	\$39,700,361.00
Washington	Chelan County	\$14,995,195.00
Washington	Clallam County	\$15,020,640.00
Washington	Clark County	\$94,835,091.00
Washington	Columbia County	\$774,040.00
Washington	Cowlitz County	\$21,481,394.00
Washington	Douglas County	\$8,435,574.00
Washington	Ferry County	\$1,481,455.00
Washington	Franklin County	\$18,495,757.00
Washington	Garfield County	\$432,180.00
Washington	Grant County	\$18,983,490.00
Washington	Grays Harbor County	\$14,579,719.00
Washington	Island County	\$16,537,641.00

Washington	Jefferson County	\$6,258,552.00
Washington	King County	\$437,576,495.00
Washington	Kitsap County	\$52,730,448.00
Washington	Kittitas County	\$9,310,812.00
Washington	Klickitat County	\$4,355,793.00
Washington	Lewis County	\$15,676,389.00
Washington	Lincoln County	\$2,124,773.00
Washington	Mason County	\$12,968,901.00
Washington	Okanogan County	\$8,205,208.00
Washington	Pacific County	\$4,364,728.00
Washington	Pend Oreille County	\$2,665,726.00
Washington	Pierce County	\$175,781,756.00
Washington	San Juan County	\$3,415,097.00
Washington	Skagit County	\$25,096,557.00
Washington	Skamania County	\$2,346,981.00
Washington	Snohomish County	\$159,679,985.00
Washington	Spokane County	\$101,547,383.00
Washington	Stevens County	\$8,881,157.00
Washington	Thurston County	\$56,433,212.00
Washington	Wahkiakum County	\$871,741.00
Washington	Walla Walla County	\$11,801,918.00
Washington	Whatcom County	\$44,528,542.00
Washington	Whitman County	\$9,732,115.00
Washington	Yakima County	\$48,729,139.00
West Virginia	Barbour County	\$3,193,472.00
West Virginia	Berkeley County	\$23,147,570.00
West Virginia	Boone County	\$4,167,771.00
West Virginia	Braxton County	\$2,710,984.00
West Virginia	Brooke County	\$4,261,394.00
West Virginia	Cabell County	\$17,859,238.00
West Virginia	Calhoun County	\$1,380,840.00
West Virginia	Clay County	\$1,652,579.00
West Virginia	Doddridge County	\$1,640,925.00
West Virginia	Fayette County	\$8,236,868.00
West Virginia	Gilmer County	\$1,519,526.00
West Virginia	Grant County	\$2,246,948.00
West Virginia	Greenbrier County	\$6,732,687.00
West Virginia	Hampshire County	\$4,501,472.00
West Virginia	Hancock County	\$5,596,005.00
West Virginia	Hardy County	\$2,675,827.00
West Virginia	Harrison County	\$13,063,690.00
West Virginia	Jackson County	\$5,550,553.00
West Virginia	Jefferson County	\$11,099,941.00
West Virginia	Kanawha County	\$34,598,499.00
West Virginia	Lewis County	\$3,089,748.00



West Virginia	Lincoln County	\$3,964,209.00
West Virginia	Logan County	\$6,219,315.00
West Virginia	Marion County	\$10,891,329.00
West Virginia	Marshall County	\$5,930,289.00
West Virginia	Mason County	\$5,150,422.00
West Virginia	McDowell County	\$3,423,255.00
West Virginia	Mercer County	\$11,413,053.00
West Virginia	Mineral County	\$5,218,794.00
West Virginia	Mingo County	\$4,549,837.00
West Virginia	Monongalia County	\$20,513,893.00
West Virginia	Monroe County	\$2,578,513.00
West Virginia	Morgan County	\$3,473,757.00
West Virginia	Nicholas County	\$4,758,061.00
West Virginia	Ohio County	\$8,043,601.00
West Virginia	Pendleton County	\$1,353,647.00
West Virginia	Pleasants County	\$1,449,018.00
West Virginia	Pocahontas County	\$1,601,883.00
West Virginia	Preston County	\$6,493,774.00
West Virginia	Putnam County	\$10,964,751.00
West Virginia	Raleigh County	\$14,249,514.00
West Virginia	Randolph County	\$5,573,667.00
West Virginia	Ritchie County	\$1,855,752.00
West Virginia	Roane County	\$2,658,734.00
West Virginia	Summers County	\$2,442,158.00
West Virginia	Taylor County	\$3,242,808.00
West Virginia	Tucker County	\$1,328,396.00
West Virginia	Tyler County	\$1,668,701.00
West Virginia	Upshur County	\$4,695,905.00
West Virginia	Wayne County	\$7,653,377.00
West Virginia	Webster County	\$1,576,049.00
West Virginia	Wetzel County	\$2,926,200.00
West Virginia	Wirt County	\$1,130,661.00
West Virginia	Wood County	\$16,222,392.00
West Virginia	Wyoming County	\$3,961,295.00
Wisconsin	Adams County	\$3,927,498.00
Wisconsin	Ashland County	\$3,022,736.00
Wisconsin	Barron County	\$8,788,117.00
Wisconsin	Bayfield County	\$2,920,567.00
Wisconsin	Brown County	\$51,384,182.00
Wisconsin	Buffalo County	\$2,531,119.00
Wisconsin	Burnett County	\$2,993,989.00
Wisconsin	Calumet County	\$9,729,201.00
Wisconsin	Chippewa County	\$12,559,059.00
Wisconsin	Clark County	\$6,754,442.00
Wisconsin	Columbia County	\$11,174,917.00



Wisconsin	Crawford County	\$3,133,258.00
Wisconsin	Dane County	\$106,189,095.00
Wisconsin	Dodge County	\$17,061,696.00
Wisconsin	Door County	\$5,374,185.00
Wisconsin	Douglas County	\$8,381,382.00
Wisconsin	Dunn County	\$8,812,202.00
Wisconsin	Eau Claire County	\$20,326,259.00
Wisconsin	Florence County	\$834,253.00
Wisconsin	Fond du Lac County	\$20,084,821.00
Wisconsin	Forest County	\$1,748,921.00
Wisconsin	Grant County	\$9,991,423.00
Wisconsin	Green County	\$7,179,047.00
Wisconsin	Green Lake County	\$3,673,629.00
Wisconsin	Iowa County	\$4,599,174.00
Wisconsin	Iron County	\$1,104,633.00
Wisconsin	Jackson County	\$4,009,661.00
Wisconsin	Jefferson County	\$16,465,385.00
Wisconsin	Juneau County	\$5,183,637.00
Wisconsin	Kenosha County	\$32,935,236.00
Wisconsin	Kewaunee County	\$3,969,065.00
Wisconsin	La Crosse County	\$22,923,224.00
Wisconsin	Lafayette County	\$3,236,981.00
Wisconsin	Langlade County	\$3,727,238.00
Wisconsin	Lincoln County	\$5,359,617.00
Wisconsin	Manitowoc County	\$15,341,133.00
Wisconsin	Marathon County	\$26,356,580.00
Wisconsin	Marinette County	\$7,837,514.00
Wisconsin	Marquette County	\$3,025,067.00
Wisconsin	Menominee County	\$884,950.00
Wisconsin	Milwaukee County	\$183,696,189.00
Wisconsin	Monroe County	\$8,984,103.00
Wisconsin	Oconto County	\$7,367,458.00
Wisconsin	Oneida County	\$6,913,911.00
Wisconsin	Outagamie County	\$36,494,459.00
Wisconsin	Ozaukee County	\$17,330,133.00
Wisconsin	Pepin County	\$1,415,414.00
Wisconsin	Pierce County	\$8,304,463.00
Wisconsin	Polk County	\$8,504,334.00
Wisconsin	Portage County	\$13,746,631.00
Wisconsin	Price County	\$2,593,275.00
Wisconsin	Racine County	\$38,131,110.00
Wisconsin	Richland County	\$3,350,999.00
Wisconsin	Rock County	\$31,729,599.00
Wisconsin	Rusk County	\$2,753,910.00
Wisconsin	Sauk County	\$12,517,103.00

Wisconsin	Sawyer County	\$3,216,197.00
Wisconsin	Shawano County	\$7,944,151.00
Wisconsin	Sheboygan County	\$22,403,443.00
Wisconsin	St. Croix County	\$17,614,887.00
Wisconsin	Taylor County	\$3,951,389.00
Wisconsin	Trempealeau County	\$5,758,971.00
Wisconsin	Vernon County	\$5,986,812.00
Wisconsin	Vilas County	\$4,311,119.00
Wisconsin	Walworth County	\$20,175,141.00
Wisconsin	Washburn County	\$3,053,426.00
Wisconsin	Washington County	\$26,423,010.00
Wisconsin	Waukesha County	\$78,510,723.00
Wisconsin	Waupaca County	\$9,904,210.00
Wisconsin	Waushara County	\$4,747,766.00
Wisconsin	Winnebago County	\$33,390,919.00
Wisconsin	Wood County	\$14,179,200.00
Wyoming	Albany County	\$7,551,984.00
Wyoming	Big Horn County	\$2,290,069.00
Wyoming	Campbell County	\$9,001,196.00
Wyoming	Carbon County	\$2,874,726.00
Wyoming	Converse County	\$2,684,761.00
Wyoming	Crook County	\$1,473,103.00
Wyoming	Fremont County	\$7,625,989.00
Wyoming	Goshen County	\$2,566,082.00
Wyoming	Hot Springs County	\$857,174.00
Wyoming	Johnson County	\$1,640,342.00
Wyoming	Laramie County	\$19,326,709.00
Wyoming	Lincoln County	\$3,851,745.00
Wyoming	Natrona County	\$15,511,480.00
Wyoming	Niobrara County	\$457,625.00
Wyoming	Park County	\$5,670,592.00
Wyoming	Platte County	\$1,630,242.00
Wyoming	Sheridan County	\$5,921,354.00
Wyoming	Sublette County	\$1,909,557.00
Wyoming	Sweetwater County	\$8,224,631.00
Wyoming	Teton County	\$4,557,607.00
Wyoming	Uinta County	\$3,928,663.00
Wyoming	Washakie County	\$1,516,030.00
Wyoming	Weston County	\$1,345,489.00
<b>TOTAL</b>		<b>\$65,100,000,000.00</b>

\*Not a Unit of General Local Government

**DEPARTMENT OF THE TREASURY****31 CFR Part 35****RIN 1505-AC77****Coronavirus State and Local Fiscal Recovery Funds****AGENCY:** Department of the Treasury.**ACTION:** Interim final rule.

**SUMMARY:** The Secretary of the Treasury (Treasury) is issuing this interim final rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

**DATES:** *Effective date:* The provisions in this interim final rule are effective May 17, 2021.

*Comment date:* Comments must be received on or before July 16, 2021.

**ADDRESSES:** Please submit comments electronically through the Federal eRulemaking Portal: <http://www.regulations.gov>. Comments can be mailed to the Office of the Undersecretary for Domestic Finance, Department of the Treasury, 1500 Pennsylvania Avenue NW, Washington, DC 20220. Because postal mail may be subject to processing delay, it is recommended that comments be submitted electronically. All comments should be captions with "Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule Comments." Please include your name, organization affiliation, address, email address and telephone number in your comment. Where appropriate, a comment should include a short executive summary.

In general, comments received will be posted on <http://www.regulations.gov> without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

**FOR FURTHER INFORMATION CONTACT:** Katharine Richards, Senior Advisor, Office of Recovery Programs, Department of the Treasury, (844) 529-9527.

**SUPPLEMENTARY INFORMATION:****I. Background Information****A. Overview**

Since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected

over 32 million and killed over 575,000 Americans.<sup>1</sup> The disease has impacted every part of life: As social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs. In April 2020, the national unemployment rate reached its highest level in over seventy years following the most severe month-over-month decline in employment on record.<sup>2</sup> As of April 2021, there were still 8.2 million fewer jobs than before the pandemic.<sup>3</sup> During this time, a significant share of households have faced food and housing insecurity.<sup>4</sup> Economic disruptions impaired the flow of credit to households, State and local governments, and businesses of all sizes.<sup>5</sup> As businesses weathered closures and sharp declines in revenue, many were forced to shut down, especially small businesses.<sup>6</sup>

Amid this once-in-a-century crisis, State, territorial, Tribal, and local governments (State, local, and Tribal governments) have been called on to respond at an immense scale. Governments have faced myriad needs to prevent and address the spread of

<sup>1</sup> Centers for Disease Control and Prevention, COVID Data Tracker, <http://www.covid.cdc.gov/covid-data-tracker/#data-tracker-home> (last visited May 8, 2021).

<sup>2</sup> U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/UNRATE>, May 3, 2021. U.S. Bureau of Labor Statistics, Employment Level [LNU02000000], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNU02000000>, May 3, 2021.

<sup>3</sup> U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm [PAYEMS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS>, May 7, 2021.

<sup>4</sup> Nirmita Panchal et al., The Implications of COVID-19 for Mental Health and Substance Abuse (Feb. 10, 2021), <https://www.kff.org/coronavirus-covid-19/issue-brief/the-implications-of-covid-19-for-mental-health-and-substance-use/#:~:text=Older%20adults%20are%20also%20more,prior%20to%20the%20current%20crisis;U.S.CensusBureau,HouseholdPulseSurvey:MeasuringSocialandEconomicImpactsduringtheCoronavirusPandemic,https://www.census.gov/programs-surveys/household-pulse-survey.html> (last visited Apr. 26, 2021); Rebecca T. Leeb et al., Mental Health-Related Emergency Department Visits Among Children Aged <18 Years During the COVID Pandemic—United States, January 1—October 17, 2020, *Morb. Mortal. Wkly. Rep.* 69(45):1675–80 (Nov. 13, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6945a3.htm>.

<sup>5</sup> Board of Governors of the Federal Reserve System, Monetary Policy Report (June 12, 2020), <https://www.federalreserve.gov/monetarypolicy/2020-06-mpr-summary.htm>.

<sup>6</sup> Joseph R. Biden, Remarks by President Biden on Helping Small Businesses (Feb. 22, 2021), <https://www.whitehouse.gov/briefing-room/speeches-remarks/2021/02/22/remarks-by-president-biden-on-helping-small-businesses/>.

COVID-19, including testing, contact tracing, isolation and quarantine, public communications, issuance and enforcement of health orders, expansions to health system capacity like alternative care facilities, and in recent months, a massive nationwide mobilization around vaccinations. Governments also have supported major efforts to prevent COVID-19 spread through safety measures in settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and public facilities. The pandemic's impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health resources.

At the same time, State, local and Tribal governments launched major efforts to address the economic impacts of the pandemic. These efforts have been tailored to the needs of their communities and have included expanded assistance to unemployed workers; food assistance; rent, mortgage, and utility support; cash assistance; internet access programs; expanded services to support individuals experiencing homelessness; support for individuals with disabilities and older adults; and assistance to small businesses facing closures or revenue loss or implementing new safety measures.

In responding to the public health emergency and its negative economic impacts, State, local, and Tribal governments have seen substantial increases in costs to provide these services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.<sup>7</sup> Facing these budget challenges, many State, local, and Tribal governments have been forced to make cuts to services or their workforces, or delay critical investments. From February to May of 2020, State, local, and Tribal governments reduced their workforces by more than 1.5 million jobs and, in April of 2021, State, local, and Tribal government employment remained nearly 1.3 million jobs below pre-pandemic levels.<sup>8</sup> These cuts to State, local, and Tribal government workforces

<sup>7</sup> Michael Leachman, House Budget Bill Provides Needed Fiscal Aid for States, Localities, Tribal Nations, and Territories (Feb. 10, 2021), <https://www.cbpp.org/research/state-budget-and-tax/house-budget-bill-provides-needed-fiscal-aid-for-states-localities>.

<sup>8</sup> U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).



come at a time when demand for government services is high, with State, local, and Tribal governments on the frontlines of fighting the pandemic. Furthermore, State, local, and Tribal government austerity measures can hamper overall economic growth, as occurred in the recovery from the Great Recession.<sup>9</sup>

Finally, although the pandemic's impacts have been widespread, both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began. Low-income communities, people of color, and Tribal communities have faced higher rates of infection, hospitalization, and death,<sup>10</sup> as well as higher rates of unemployment and lack of basic necessities like food and housing.<sup>11</sup> Pre-existing social vulnerabilities magnified the pandemic in these communities, where a reduced ability to work from home and, frequently, denser housing amplified the risk of infection. Higher rates of pre-existing health conditions also may have contributed to more severe COVID-19 health outcomes.<sup>12</sup> Similarly, communities or households facing economic insecurity before the pandemic were less able to weather business closures, job losses, or declines in earnings and were less able to participate in remote work or education due to the inequities in access to reliable and affordable broadband infrastructure.<sup>13</sup> Finally, though schools in all areas faced challenges, those in high poverty areas had fewer resources to adapt to remote and hybrid learning models.<sup>14</sup> Unfortunately, the pandemic

also has reversed many gains made by communities of color in the prior economic expansion.<sup>15</sup>

#### B. The Statute and Interim Final Rule

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President.<sup>16</sup> Section 9901 of ARPA amended Title VI of the Social Security Act<sup>17</sup> (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).<sup>18</sup> The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).<sup>19</sup>

a lifetime (June 2020), [https://webtest.childreainsstitute.net/sites/default/files/documents/COVID-19-and-student-learning-in-the-United-States\\_FINAL.pdf](https://webtest.childreainsstitute.net/sites/default/files/documents/COVID-19-and-student-learning-in-the-United-States_FINAL.pdf); Andrew Bacher-Hicks et al., *Inequality in Household Adaptation to Schooling Shocks: Covid-Induced Online Engagement in Real Time*, J. of Public Econ. Vol. 193(C) (July 2020), available at <https://www.nber.org/papers/w27555>.

<sup>15</sup> See, e.g., Tyler Atkinson & Alex Richter, *Pandemic Disproportionately Affects Women, Minority Labor Force Participation*, <https://www.dallasfed.org/research/economics/2020/1110> (last visited May 9, 2021); Jared Bernstein & Janelle Jones, *The Impact of the COVID-19 Recession on the Jobs and Incomes of Persons of Color*, [https://www.cbpp.org/sites/default/files/atoms/files/6-2-20bud\\_0.pdf](https://www.cbpp.org/sites/default/files/atoms/files/6-2-20bud_0.pdf) (last visited May 9, 2021).

<sup>16</sup> American Rescue Plan Act of 2021 (ARPA), sec. 9901, Public Law 117-2, codified at 42 U.S.C. 802 *et seq.* The term "state" as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means each of the 50 States and the District of Columbia. The term "territory" as used in this **SUPPLEMENTARY INFORMATION** and defined in section 602 of the Act means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of Northern Mariana Islands, and American Samoa. Tribal government is defined in the Act and the interim final rule to mean "the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the [American Rescue Plan Act] pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131)." See section 602(g)(7) of the Social Security Act, as added by the American Rescue Plan Act. On January 29, 2021, the Bureau of Indian Affairs published a current list of 574 Tribal entities. See 86 FR 7554, January 29, 2021. The term "local governments" as used in this **SUPPLEMENTARY INFORMATION** includes metropolitan cities, counties, and nonentitlement units of local government.

<sup>17</sup> 42 U.S.C. 801 *et seq.*

<sup>18</sup> Sections 602, 603 of the Act.

<sup>19</sup> The CRF was established by the section 601 of the Act as added by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, 134 Stat. 281 (2020).

Through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses; the primary difference between the two sections is that section 602 establishes a fund for States, territories, and Tribal governments and section 603 establishes a fund for metropolitan cities, nonentitlement units of local government, and counties. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

In addition, Congress clarified two types of uses which do not fall within these four categories. Sections 602(c)(2)(B) and 603(c)(2) provide that these eligible uses do not include, and thus funds may not be used for, depositing funds into any pension fund. Section 602(c)(2)(A) also provides, for States and territories, that the eligible uses do not include "directly or indirectly offset[ing] a reduction in the net tax revenue of [the] State or territory resulting from a change in law, regulation, or administrative interpretation."

The ARPA provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. First, payments from the Fiscal Recovery Funds help to ensure that State, local, and Tribal governments have the resources needed to continue to take actions to decrease the spread of COVID-19 and bring the pandemic under control. Payments from the Fiscal Recovery Funds may also be used by recipients to provide support for costs incurred in addressing public health and economic challenges resulting from the pandemic, including resources to offer premium pay to essential workers, in recognition of their sacrifices over the

<sup>9</sup> Tracy Gordon, *State and Local Budgets and the Great Recession*, Brookings Institution (Dec. 31, 2012), <http://www.brookings.edu/articles/state-and-local-budgets-and-the-great-recession>.

<sup>10</sup> Sebastian D. Romano et al., *Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March–December 2020*, MMWR Morb Mortal Wkly Rep 2021, 70:560–565 (Apr. 16, 2021), [https://www.cdc.gov/mmwr/volumes/70/wr/mm7015e2.htm?s\\_cid=mm7015e2\\_w](https://www.cdc.gov/mmwr/volumes/70/wr/mm7015e2.htm?s_cid=mm7015e2_w).

<sup>11</sup> Center on Budget and Policy Priorities, *Tracking the COVID-19 Recession's Effects on Food, Housing, and Employment Hardships*, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-housing-and> (last visited May 4, 2021).

<sup>12</sup> Lisa R. Fortuna et al., *Inequity and the Disproportionate Impact of COVID-19 on Communities of Color in the United States: The Need for Trauma-Informed Social Justice Response*, Psychological Trauma Vol. 12(5):443–45 (2020), available at <https://psycnet.apa.org/fulltext/2020-37320-001.pdf>.

<sup>13</sup> Emily Vogles et al., *53% of Americans Say the internet Has Been Essential During the COVID-19 Outbreak* (Apr. 30, 2020), <https://www.pewresearch.org/internet/2020/04/30/53-of-americans-say-the-internet-has-been-essential-during-the-covid-19-outbreak/>.

<sup>14</sup> Emma Dorn et al., *COVID-19 and student learning in the United States: The hurt could last*

last year. Recipients may also use payments from the Fiscal Recovery Funds to replace State, local, and Tribal government revenue lost due to COVID-19, helping to ensure that governments can continue to provide needed services and avoid cuts or layoffs. Finally, these resources lay the foundation for a strong, equitable economic recovery, not only by providing immediate economic stabilization for households and businesses, but also by addressing the systemic public health and economic challenges that may have contributed to more severe impacts of the pandemic among low-income communities and people of color.

Within the eligible use categories outlined in the Fiscal Recovery Funds provisions of ARPA, State, local, and Tribal governments have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations. The interim final rule facilitates swift and effective implementation by establishing a framework for determining the types of programs and services that are eligible under the ARPA along with examples of uses that State, local, and Tribal governments may consider. These uses build on eligible expenditures under the CRF, including some expansions in eligible uses to respond to the public health emergency, such as vaccination campaigns. They also reflect changes in the needs of communities, as evidenced by, for example, nationwide data demonstrating disproportionate impacts of the COVID-19 public health emergency on certain populations, geographies, and economic sectors. The interim final rule takes into consideration these disproportionate impacts by recognizing a broad range of eligible uses to help States, local, and Tribal governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Implementation of the Fiscal Recovery Funds also reflect the importance of public input, transparency, and accountability. Treasury seeks comment on all aspects of the interim final rule and, to better facilitate public comment, has included specific questions throughout this **SUPPLEMENTARY INFORMATION.** Treasury encourages State, local, and Tribal governments in particular to provide feedback and to engage with Treasury regarding issues that may arise regarding all aspects of this interim final rule and Treasury's work in administering the Fiscal Recovery Funds. In addition, the interim final rule establishes certain regular reporting

requirements, including by requiring State, local, and Tribal governments to publish information regarding uses of Fiscal Recovery Funds payments in their local jurisdiction. These reporting requirements reflect the need for transparency and accountability, while recognizing and minimizing the burden, particularly for smaller local governments. Treasury urges State, territorial, Tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader economic recovery and rebuilding.

## II. Eligible Uses

### A. Public Health and Economic Impacts

Sections 602(c)(1)(A) and 603(c)(1)(A) provide significant resources for State, territorial, Tribal governments, and counties, metropolitan cities, and nonentitlement units of local governments (each referred to as a recipient) to meet the wide range of public health and economic impacts of the COVID-19 public health emergency.

These provisions authorize the use of payments from the Fiscal Recovery Funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts. Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID-19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.<sup>20</sup>

Accordingly, to assess whether a program or service is included in this category of eligible uses, a recipient should consider whether and how the use would respond to the COVID-19 public health emergency. Assessing whether a program or service "responds to" the COVID-19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID-19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact. While the COVID-19 public health emergency affected many aspects of American life, eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

<sup>20</sup> Sections 602(c)(1)(A), 603(c)(1)(A) of the Act.

The interim final rule implements these provisions by identifying a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of the Fiscal Recovery Funds not explicitly listed. The interim final rule also provides flexibility for recipients to use payments from the Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but that fall under the terms of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency or its negative economic impacts. As an example, in determining whether a program or service responds to the negative economic impacts of the COVID-19 public health emergency, the interim final rule provides that payments from the Fiscal Recovery Funds should be designed to address an economic harm resulting from or exacerbated by the public health emergency. Recipients should assess the connection between the negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm.

As discussed, the pandemic and the necessary actions taken to control the spread had a severe impact on households and small businesses, including in particular low-income workers and communities and people of color. While eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) provide flexibility to recipients to identify the most pressing local needs, Treasury encourages recipients to provide assistance to those households, businesses, and non-profits in communities most disproportionately impacted by the pandemic.

#### 1. Responding to COVID-19

On January 21, 2020, the Centers for Disease Control and Prevention (CDC) identified the first case of novel coronavirus in the United States.<sup>21</sup> By late March, the virus had spread to many States and the first wave was growing rapidly, centered in the northeast.<sup>22</sup> This wave brought acute

<sup>21</sup> Press Release, Centers for Disease Control and Prevention, First Travel-related Case of 2019 Novel Coronavirus Detected in United States (Jan. 21, 2020), <https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html>.

<sup>22</sup> Anne Schuchat et al., Public Health Response to the Initiation and Spread of Pandemic COVID-19 in the United States, February 24–April 21, 2021, *MMWR Morb Mortal Wkly Rep* 2021, 69(18):551–56 (May 8, 2021), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6918e2.htm>.



strain on health care and public health systems: Hospitals and emergency medical services struggled to manage a major influx of patients; response personnel faced shortages of personal protective equipment; testing for the virus was scarce; and congregate living facilities like nursing homes and prisons saw rapid spread. State, local, and Tribal governments mobilized to support the health care system, issue public health orders to mitigate virus spread, and communicate safety measures to the public. The United States has since faced at least two additional COVID-19 waves that brought many similar challenges: The second in the summer, centered in the south and southwest, and a wave throughout the fall and winter, in which the virus reached a point of uncontrolled spread across the country and over 3,000 people died per day.<sup>23</sup> By early May 2021, the United States has experienced over 32 million confirmed COVID-19 cases and over 575,000 deaths.<sup>24</sup>

Mitigating the impact of COVID-19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID-19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (e.g., monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID-19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations.

Other response and adaptation costs include capital investments in public facilities to meet pandemic operational

needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. In recent months, State, local, and Tribal governments across the country have mobilized to support the national vaccination campaign, resulting in over 250 million doses administered to date.<sup>25</sup>

The need for public health measures to respond to COVID-19 will continue in the months and potentially years to come. This includes the continuation of the vaccination campaign for the general public and, if vaccinations are approved for children in the future, eventually for youths. This also includes monitoring the spread of COVID-19 variants, understanding the impact of these variants (especially on vaccination efforts), developing approaches to respond to those variants, and monitoring global COVID-19 trends to understand continued risks to the United States. Finally, the long-term health impacts of COVID-19 will continue to require a public health response, including medical services for individuals with “long COVID,” and research to understand how COVID-19 impacts future health needs and raises risks for the millions of Americans who have been infected.

Other areas of public health have also been negatively impacted by the COVID-19 pandemic. For example, in one survey in January 2021, over 40 percent of American adults reported symptoms of depression or anxiety, up from 11 percent in the first half of 2019.<sup>26</sup> The proportion of children’s emergency department visits related to mental health has also risen noticeably.<sup>27</sup> Similarly, rates of substance misuse and overdose deaths have spiked: Preliminary data from the CDC show a nearly 30 percent increase in drug overdose mortality from September 2019 to September 2020.<sup>28</sup> Stay-at-home orders and other pandemic responses may have also reduced the ability of individuals affected by domestic violence to access

services.<sup>29</sup> Finally, some preventative public health measures like childhood vaccinations have been deferred and potentially forgone.<sup>30</sup>

While the pandemic affected communities across the country, it disproportionately impacted some demographic groups and exacerbated health inequities along racial, ethnic, and socioeconomic lines.<sup>31</sup> The CDC has found that racial and ethnic minorities are at increased risk for infection, hospitalization, and death from COVID-19, with Hispanic or Latino and Native American or Alaska Native patients at highest risk.<sup>32</sup>

Similarly, low-income and socially vulnerable communities have seen the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000, as of May 2021.<sup>33</sup> Counties with high social vulnerability, as measured by factors such as poverty and educational attainment, have also fared more poorly than the national average, with 211 deaths per 100,000 as of May 2021.<sup>34</sup>

<sup>29</sup> Megan L. Evans, et al., A Pandemic within a Pandemic—Intimate Partner Violence during Covid-19, *N. Engl. J. Med.* 383:2302–04 (Dec. 10, 2020), available at <https://www.nejm.org/doi/full/10.1056/NEJMp2024046>.

<sup>30</sup> Jeanne M. Santoli et al., Effects of the COVID-19 Pandemic on Routine Pediatric Vaccine Ordering and Administration—United States, *Morb. Mortal. Wkly. Rep.* 69(19):591–93 (May 8, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6919e2.htm>; Marisa Langdon-Embry et al., Notes from the Field: Rebound in Routine Childhood Vaccine Administration Following Decline During the COVID-19 Pandemic—New York City, March 1–June 27, 2020, *Morb. Mortal. Wkly. Rep.* 69(30):999–1001 (Jul. 31 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6930a3.htm>.

<sup>31</sup> Office of the White House, National Strategy for the COVID-19 Response and Pandemic Preparedness (Jan. 21, 2021), <https://www.whitehouse.gov/wp-content/uploads/2021/01/National-Strategy-for-the-COVID-19-Response-and-Pandemic-Preparedness.pdf>.

<sup>32</sup> In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals. See Romano, *supra* note 10.

<sup>33</sup> Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases and Deaths in the United States, by County-level Population Factors, [https://covid.cdc.gov/covid-data-tracker/#pop-factors\\_totaldeaths](https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths) (last visited May 8, 2021).

<sup>34</sup> The CDC’s Social Vulnerability Index includes fifteen variables measuring social vulnerability, including unemployment, poverty, education levels, single-parent households, disability status, non-English speaking households, crowded housing, and transportation access.

Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases

Continued

<sup>23</sup> Centers for Disease Control and Prevention, COVID Data Tracker: Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory, [https://covid.cdc.gov/covid-data-tracker/#trends\\_dailytrendscases](https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendscases) (last visited May 8, 2021).

<sup>24</sup> *Id.*

<sup>25</sup> Centers for Disease Control and Prevention, COVID Data Tracker: COVID-19 Vaccinations in the United States, <https://covid.cdc.gov/covid-data-tracker/#vaccinations> (last visited May 8, 2021).

<sup>26</sup> Panchal, *supra* note 4; Mark E. Czeisler et al., Mental Health, Substance Abuse, and Suicidal Ideation During COVID-19 Pandemic—United States, June 24–30 2020, *Morb. Mortal. Wkly. Rep.* 69(32):1049–57 (Aug. 14, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6932a1.htm>.

<sup>27</sup> Leeb, *supra* note 4.

<sup>28</sup> Centers for Disease Prevention and Control, National Center for Health Statistics, Provisional Drug Overdose Death Counts, <https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm> (last visited May 8, 2021).

Over the last year, Native Americans have experienced more than one and a half times the rate of COVID-19 infections, more than triple the rate of hospitalizations, and more than double the death rate compared to White Americans.<sup>35</sup> Low-income and minority communities also exhibit higher rates of pre-existing conditions that may contribute to an increased risk of COVID-19 mortality.<sup>36</sup>

In addition, individuals living in low-income communities may have had more limited ability to socially distance or to self-isolate when ill, resulting in faster spread of the virus, and were over-represented among essential workers, who faced greater risk of exposure.<sup>37</sup> Social distancing measures in response to the pandemic may have also exacerbated pre-existing public health challenges. For example, for children living in homes with lead paint, spending substantially more time at home raises the risk of developing elevated blood lead levels, while screenings for elevated blood lead levels declined during the pandemic.<sup>38</sup> The combination of these underlying social and health vulnerabilities may have contributed to more severe public health outcomes of the pandemic within these communities, resulting in an exacerbation of pre-existing disparities in health outcomes.<sup>39</sup>

and Deaths in the United States, by Social Vulnerability Index, [https://covid.cdc.gov/covid-data-tracker/#pop-factors\\_totaldeaths](https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths) (last visited May 8, 2021).

<sup>35</sup> Centers for Disease Control and Prevention, Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity, <https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html> (last visited Apr. 26, 2021).

<sup>36</sup> See, e.g., Centers for Disease Control and Prevention, Risk of Severe Illness or Death from COVID-19 (Dec. 10, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/racial-ethnic-disparities/disparities-illness.html> (last visited Apr. 26, 2021).

<sup>37</sup> Milena Almagro et al., Racial Disparities in Frontline Workers and Housing Crowding During COVID-19: Evidence from Geolocation Data (Sept. 22, 2020), NYU Stern School of Business (forthcoming), available at [https://papers.ssrn.com/sol3/papers.cfm?abstract\\_id=3695249](https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3695249); Grace McCormack et al., Economic Vulnerability of Households with Essential Workers, *JAMA* 324(4):388–90 (2020), available at <https://jamanetwork.com/journals/jama/fullarticle/2767630>.

<sup>38</sup> See, e.g., Joseph G. Courtney et al., Decreases in Young Children Who Received Blood Lead Level Testing During COVID-19—34 Jurisdictions, *January–May 2020*, *Morb. Mort. Wkly. Rep.* 70(5):155–61 (Feb. 5, 2021), <https://www.cdc.gov/mmwr/volumes/70/wr/mm7005a2.htm>; Emily A. Benfer & Lindsay F. Wiley, Health Justice Strategies to Combat COVID-19: Protecting Vulnerable Communities During a Pandemic, *Health Affairs Blog* (Mar. 19, 2020), <https://www.healthaffairs.org/doi/10.1377/hblog.20200319.757883/full/>.

<sup>39</sup> See, e.g., Centers for Disease Control and Prevention, *supra* note 34; Benfer & Wiley, *supra*

*Eligible Public Health Uses.* The Fiscal Recovery Funds provide resources to meet and address these emergent public health needs, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic. To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding to respond to the COVID-19 public health emergency. Eligible uses listed under this section build and expand upon permissible expenditures under the CRF, while recognizing the differences between the ARPA and CARES Act, and recognizing that the response to the COVID-19 public health emergency has changed and will continue to change over time. To assess whether additional uses would be eligible under this category, recipients should identify an effect of COVID-19 on public health, including either or both of immediate effects or effects that may manifest over months or years, and assess how the use would respond to or address the identified need.

The interim final rule identifies a non-exclusive list of uses that address the effects of the COVID-19 public health emergency, including:

- *COVID-19 Mitigation and Prevention.* A broad range of services and programming are needed to contain COVID-19. Mitigation and prevention efforts for COVID-19 include vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools;<sup>40</sup> ventilation improvements in

note 38; Nathaniel M. Lewis et al., Disparities in COVID-19 Incidence, Hospitalizations, and Testing, by Area-Level Deprivation—Utah, March 3–July 9, 2020, *Morb. Mort. Wkly. Rep.* 69(38):1369–73 (Sept. 25, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6938a4.htm>.

<sup>40</sup> This includes implementing mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational

congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses.<sup>41</sup> They also include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. These COVID-19 prevention and mitigation programs and services, among others, were eligible expenditures under the CRF and are eligible uses under this category of eligible uses for the Fiscal Recovery Funds.<sup>42</sup>

- *Medical Expenses.* The COVID-19 public health emergency continues to have devastating effects on public health; the United States continues to average hundreds of deaths per day and the spread of new COVID-19 variants has raised new risks and genomic surveillance needs.<sup>43</sup> Moreover, our understanding of the potentially serious and long-term effects of the virus is growing, including the potential for symptoms like shortness of breath to continue for weeks or months, for multi-organ impacts from COVID-19, or for post-intensive care syndrome.<sup>44</sup> State and local governments may need to continue to provide care and services to address these near- and longer-term needs.<sup>45</sup>

Strategy for K–12 Schools through Phased Prevention, available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.

<sup>41</sup> Many of these expenses were also eligible in the CRF. Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under the ARPA, including those not explicitly listed here (e.g., telemedicine costs, costs to facilitate compliance with public health orders, disinfection of public areas, facilitating distance learning, increased solid waste disposal needs related to PPE, paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions), with the following two exceptions: (1) The standard for eligibility of public health and safety payrolls has been updated (see section II.A of this **SUPPLEMENTARY INFORMATION**) and (2) expenses related to the issuance of tax-anticipation notes are no longer an eligible funding use (see discussion of debt service in section II.B of this **SUPPLEMENTARY INFORMATION**).

<sup>42</sup> Coronavirus Relief Fund for States, Tribal Governments, and Certain Eligible Local Governments, 86 FR 4182 (Jan. 15, 2021), available at [https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register\\_2021-00827.pdf](https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf).

<sup>43</sup> Centers for Disease Control and Prevention, *supra* note 24.

<sup>44</sup> Centers for Disease Control and Prevention, Long-Term Effects (Apr. 8, 2021), <https://www.cdc.gov/coronavirus/2019-ncov/long-term-effects.html> (last visited Apr. 26, 2021).

<sup>45</sup> Pursuant to 42 CFR 433.51 and 45 CFR 75.306, Fiscal Recovery Funds may not serve as a State or locality's contribution of certain Federal funds.



• *Behavioral Health Care.* In addition, new or enhanced State, local, and Tribal government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

• *Public Health and Safety Staff.* Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.<sup>46</sup> Accordingly, the Fiscal Recovery Funds may be used to support the payroll and covered benefits for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency. For administrative convenience, the recipient may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency. Recipients may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in activities that respond to the COVID-19 public health emergency, provided that the recipient reassesses periodically and maintains records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on

the COVID-19 response. Recipients need not routinely track staff hours.

• *Expenses to Improve the Design and Execution of Health and Public Health Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to engage in planning and analysis in order to improve programs addressing the COVID-19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.

*Eligible Uses to Address Disparities in Public Health Outcomes.* In addition, in recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, the interim final rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a Qualified Census Tract (QCT),<sup>47</sup> to families living in QCTs, or when these services are provided by Tribal governments.<sup>48</sup> Recipients may also provide these services to other populations, households, or geographic areas that are disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the

<sup>47</sup> Qualified Census Tracts are a common, readily-accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. Using an existing measure may speed implementation and decrease administrative burden, while identifying areas of need at a highly-localized level.

While QCTs are an effective tool generally, many tribal communities have households with a wide range of income levels due in part to non-tribal member, high income residents living in the community. Mixed income communities, with a significant share of tribal members at the lowest levels of income, are often not included as eligible QCTs yet tribal residents are experiencing disproportionate impacts due to the pandemic. Therefore, including all services provided by Tribal governments is a more effective means of ensuring that disproportionately impacted Tribal members can receive services.

<sup>48</sup> U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, <https://www.huduser.gov/portal/datasets/qct.html> (last visited Apr. 26, 2021); U.S. Department of the Interior, Bureau of Indian Affairs, Indian Lands of Federally Recognized Tribes of the United States (June 2016), <https://www.bia.gov/sites/bia.gov/files/assets/bia/ots/webteam/pdf/idc1-028635.pdf> (last visited Apr. 26, 2021).

specific populations, households, or geographic areas to be served.

Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:

- Funding community health workers to help community members access health services and services to address the social determinants of health;<sup>49</sup>
- Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services;
- Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;
- Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and
- Evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.<sup>50</sup>

## 2. Responding to Negative Economic Impacts

*Impacts on Households and Individuals.* The public health emergency, including the necessary measures taken to protect public health, resulted in significant economic and financial hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote

<sup>49</sup> The social determinants of health are the social and environmental conditions that affect health outcomes, specifically economic stability, health care access, social context, neighborhoods and built environment, and education access. See, e.g., U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, Healthy People 2030: Social Determinants of Health, <https://health.gov/healthypeople/objectives-and-data/social-determinants-health> (last visited Apr. 26, 2021).

<sup>50</sup> National Commission on COVID-19 and Criminal Justice, Impact Report: COVID-19 and Crime (Jan. 31, 2021), <https://covid19.counciloncj.org/2021/01/31/impact-report-covid-19-and-crime-3/> (showing a spike in homicide and assaults); Brad Boesrup et al., Alarming Trends in US domestic violence during the COVID-19 pandemic, *Am. J. of Emerg. Med.* 38(12): 2753–55 (Dec. 1, 2020), available at [https://www.ajemjournal.com/article/S0735-6757\(20\)30307-7/fulltext](https://www.ajemjournal.com/article/S0735-6757(20)30307-7/fulltext) (showing a spike in domestic violence).

<sup>46</sup> In general, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

education, and travel declined precipitously, over 20 million jobs were lost in March and April 2020.<sup>51</sup> Although many have returned to work, as of April 2021, the economy remains 8.2 million jobs below its pre-pandemic peak,<sup>52</sup> and more than 3 million workers have dropped out of the labor market altogether relative to February 2020.<sup>53</sup>

Rates of unemployment are particularly severe among workers of color and workers with lower levels of educational attainment; for example, the overall unemployment rate in the United States was 6.1 percent in April 2021, but certain groups saw much higher rates: 9.7 percent for Black workers, 7.9 percent for Hispanic or Latino workers, and 9.3 percent for workers without a high school diploma.<sup>54</sup> Job losses have also been particularly steep among low wage workers, with these workers remaining furthest from recovery as of the end of 2020.<sup>55</sup> A severe recession—and its concentrated impact among low-income workers—has amplified food and housing insecurity, with an estimated nearly 17 million adults living in households where there is sometimes or often not enough food to eat and an estimated 10.7 million adults living in households that were not current on rent.<sup>56</sup> Over the course of the pandemic,

inequities also manifested along gender lines, as schools closed to in-person activities, leaving many working families without child care during the day.<sup>57</sup> Women of color have been hit especially hard: The labor force participation rate for Black women has fallen by 3.2 percentage points<sup>58</sup> during the pandemic as compared to 1.0 percentage points for Black men<sup>59</sup> and 2.0 percentage points for White women.<sup>60</sup>

As the economy recovers, the effects of the pandemic-related recession may continue to impact households, including a risk of longer-term effects on earnings and economic potential. For example, unemployed workers, especially those who have experienced longer periods of unemployment, earn lower wages over the long term once rehired.<sup>61</sup> In addition to the labor market consequences for unemployed workers, recessions can also cause longer-term economic challenges through, among other factors, damaged consumer credit scores<sup>62</sup> and reduced familial and childhood wellbeing.<sup>63</sup>

Food, Housing, and Employment Hardships, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-food-housing-and> (last visited May 8, 2021).

<sup>51</sup> Women have carried a larger share of childcare responsibilities than men during the COVID-19 crisis. See, e.g., Gema Zamarro & Maria J. Prados, Gender differences in couples' division of childcare, work and mental health during COVID-19, *Rev. Econ. Household* 19:11–40 (2021), available at <https://link.springer.com/article/10.1007/s11150-020-09534-7>; Titan Alon et al., The Impact of COVID-19 on Gender Equality, National Bureau of Economic Research Working Paper 26947 (April 2020), available at <https://www.nber.org/papers/w26947>.

<sup>52</sup> U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Women [LNS11300032], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300032> (last visited May 8, 2021).

<sup>53</sup> U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Men [LNS11300031], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300031> (last visited May 8, 2021).

<sup>54</sup> U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, White Women [LNS11300029], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300029> (last visited May 8, 2021).

<sup>55</sup> See, e.g., Michael Greenstone & Adam Looney, Unemployment and Earnings Losses: A Look at Long-Term Impacts of the Great Recession on American Workers, Brookings Institution (Nov. 4, 2021), <https://www.brookings.edu/blog/jobs/2011/11/04/unemployment-and-earnings-losses-a-look-at-long-term-impacts-of-the-great-recession-on-american-workers/>.

<sup>56</sup> Chi Chi Wu, Solving the Credit Conundrum: Helping Consumers' Credit Records Impaired by the Foreclosure Crisis and Great Recession (Dec. 2013), [https://www.nclc.org/images/pdf/credit\\_reports/report-credit-conundrum-2013.pdf](https://www.nclc.org/images/pdf/credit_reports/report-credit-conundrum-2013.pdf).

<sup>57</sup> Irwin Garfinkel, Sara McLanahan, Christopher Wimer, eds., *Children of the Great Recession*,

These potential long-term economic consequences underscore the continued need for robust policy support.

*Impacts on Businesses.* The pandemic has also severely impacted many businesses, with small businesses hit especially hard. Small businesses make up nearly half of U.S. private-sector employment<sup>64</sup> and play a key role in supporting the overall economic recovery as they are responsible for two-thirds of net new jobs.<sup>65</sup> Since the beginning of the pandemic, however, 400,000 small businesses have closed, with many more at risk.<sup>66</sup> Sectors with a large share of small business employment have been among those with the most drastic drops in employment.<sup>67</sup> The negative outlook for small businesses has continued: As of April 2021, approximately 70 percent of small businesses reported that the pandemic has had a moderate or large negative effect on their business, and over a third expect that it will take over 6 months for their business to return to their normal level of operations.<sup>68</sup>

This negative outlook is likely the result of many small businesses having faced periods of closure and having seen declining revenues as customers stayed home.<sup>69</sup> In general, small businesses can face greater hurdles in accessing credit,<sup>70</sup> and many small businesses were already financially fragile at the outset of the pandemic.<sup>71</sup> Non-profits, which provide vital services to communities, have similarly faced

Russell Sage Foundation (Aug. 2016), available at <https://www.russellsage.org/publications/children-great-recession>.

<sup>64</sup> Board of Governors of the Federal Reserve System, *supra* note 5.

<sup>65</sup> U.S. Small Business Administration, Office of Advocacy, Small Businesses Generate 44 Percent of U.S. Economic Activity (Jan. 30, 2019), <https://advocacy.sba.gov/2019/01/30/small-businesses-generate-44-percent-of-u-s-economic-activity/>.

<sup>66</sup> Biden, *supra* note 6.

<sup>67</sup> Daniel Wilmoth, U.S. Small Business Administration Office of Advocacy, The Effects of the COVID-19 Pandemic on Small Businesses, Issue Brief No. 16 (Mar. 2021), available at <https://cdn.advocacy.sba.gov/wp-content/uploads/2021/03/02112318/COVID-19-Impact-On-Small-Business.pdf>.

<sup>68</sup> U.S. Census Bureau, Small Business Pulse Survey, <https://portal.census.gov/pulse/data/> (last visited May 8, 2021).

<sup>69</sup> Olivia S. Kim et al., Revenue Collapses and the Consumption of Small Business Owners in the Early Stages of the COVID-19 Pandemic (Nov. 2020), <https://www.nber.org/papers/w28151>.

<sup>70</sup> See e.g., Board of Governors of the Federal Reserve System, Report to Congress on the Availability of Credit to Small Businesses (Sept. 2017), available at <https://www.federalreserve.gov/publications/2017-september-availability-of-credit-to-small-businesses.htm>.

<sup>71</sup> Alexander W. Bartik et al., The Impact of COVID-19 on small business outcomes and expectations, PNAS 117(30): 17656–66 (July 28, 2020), available at <https://www.pnas.org/content/117/30/17656>.

<sup>51</sup> U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm (PAYEMS), retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS> (last visited May 8, 2021).

<sup>52</sup> *Id.*

<sup>53</sup> U.S. Bureau of Labor Statistics, Civilian Labor Force Level [CLF16OV], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/CLF16OV> (last visited May 8, 2021).

<sup>54</sup> U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian population by sex and age (May 8 2021), <https://www.bls.gov/news.release/empsit.t01.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population by race, Hispanic or Latino ethnicity, sex, and age (May 8, 2021), <https://www.bls.gov/web/empsit/cpseee04.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population 25 years and over by educational attainment (May 8, 2021), <https://www.bls.gov/web/empsit/cpseee05.htm> (last visited May 8, 2021).

<sup>55</sup> Elise Gould & Jori Kandra, Wages grew in 2020 because the bottom fell out of the low-wage labor market, Economic Policy Institute (Feb. 24, 2021), <https://files.epi.org/pdf/219418.pdf>. See also, Michael Dalton et al., The K-Shaped Recovery: Examining the Diverging Fortunes of Workers in the Recovery from the COVID-19 Pandemic using Business and Household Survey Microdata, U.S. Bureau of Labor Statistics Working Paper Series (Feb. 2021), <https://www.bls.gov/osmr/research-papers/2021/pdf/ec210020.pdf>.

<sup>56</sup> Center on Budget and Policy Priorities, Tracking the COVID-19 Recession's Effects on



economic and financial challenges due to the pandemic.<sup>72</sup>

*Impacts to State, Local, and Tribal Governments.* State, local, and Tribal governments have felt substantial fiscal pressures. As noted above, State, local, and Tribal governments have faced significant revenue shortfalls and remain over 1 million jobs below their pre-pandemic staffing levels.<sup>73</sup> These reductions in staffing may undermine the ability to deliver services effectively, as well as add to the number of unemployed individuals in their jurisdictions.

*Exacerbation of Pre-existing Disparities.* The COVID-19 public health emergency may have lasting negative effects on economic outcomes, particularly in exacerbating disparities that existed prior to the pandemic.

The negative economic impacts of the COVID-19 pandemic are particularly pronounced in certain communities and families. Low- and moderate-income jobs make up a substantial portion of both total pandemic job losses,<sup>74</sup> and jobs that require in-person frontline work, which are exposed to greater risk of contracting COVID-19.<sup>75</sup> Both factors compound pre-existing vulnerabilities and the likelihood of food, housing, or other financial insecurity in low- and moderate-income families and, given the concentration of low- and moderate-income families within certain communities,<sup>76</sup> raise a substantial risk that the effects of the COVID-19 public health emergency will be amplified within these communities.

These compounding effect of recessions on concentrated poverty and the long-lasting nature of this effect were observed after the 2007–2009 recession, including a large increase in concentrated poverty with the number of people living in extremely poor

neighborhoods more than doubling by 2010–2014 relative to 2000.<sup>77</sup> Concentrated poverty has a range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion.<sup>78</sup> Given the disproportionate impact of COVID-19 on low-income households discussed above, there is a risk that the current pandemic-induced recession could further increase concentrated poverty and cause long-term damage to economic prospects in neighborhoods of concentrated poverty.

The negative economic impacts of COVID-19 also include significant impacts to children in disproportionately affected families and include impacts to education, health, and welfare, all of which contribute to long-term economic outcomes.<sup>79</sup> Many low-income and minority students, who were disproportionately served by remote or hybrid education during the pandemic, lacked the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework.<sup>80</sup> Given these trends, the pandemic may widen educational disparities and worsen outcomes for low-income students,<sup>81</sup> an

<sup>77</sup> Elizabeth Kneebone & Natalie Holmes, U.S. concentrated poverty in the wake of the Great Recession, Brookings Institution (Mar. 31, 2016), <https://www.brookings.edu/research/u-s-concentrated-poverty-in-the-wake-of-the-great-recession/>.

<sup>78</sup> David Erickson et al., The Enduring Challenge of Concentrated Poverty in America: Case Studies from Communities Across the U.S. (2008), available at [https://www.frbsf.org/community-development/files/cp\\_fullreport.pdf](https://www.frbsf.org/community-development/files/cp_fullreport.pdf).

<sup>79</sup> Educational quality, as early as Kindergarten, has a long-term impact on children's public health and economic outcomes. See, e.g., Tyler W. Watts et al., The Chicago School Readiness Project: Examining the long-term impacts of an early childhood intervention, *PLoS ONE* 13(7) (2018), available at <https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0200144>; Opportunity Insights, How Can We Amplify Education as an Engine of Mobility? Using big data to help children get the most from school, <https://opportunityinsights.org/education/> (last visited Apr. 26, 2021); U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Early Childhood Development and Education, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/early-childhood-development-and-education> (last visited Apr. 26, 2021).

<sup>80</sup> See, e.g., Bacher-Hicks, *supra* note 14.

<sup>81</sup> A Department of Education survey found that, as of February 2021, 42 percent of fourth grade students nationwide were offered only remote education, compared to 48 percent of economically disadvantaged students, 54 percent of Black students and 57 percent of Hispanic students. Large districts often disproportionately serve low-income students. See Institute of Education Sciences, Monthly School Survey Dashboard, <https://ies.ed.gov/schoolsurvey/> (last visited Apr. 26, 2021). In summer 2020, a review found that 74 percent of the largest 100 districts chose remote learning only.

effect that would substantially impact their long-term economic outcomes. Increased economic strain or material hardship due to the pandemic could also have a long-term impact on health, educational, and economic outcomes of young children.<sup>82</sup> Evidence suggests that adverse conditions in early childhood, including exposure to poverty, food insecurity, housing insecurity, or other economic hardships, are particularly impactful.<sup>83</sup>

The pandemic's disproportionate economic impacts are also seen in Tribal communities across the country—for Tribal governments as well as families and businesses on and off Tribal lands. In the early months of the pandemic, Native American unemployment spiked to 26 percent and, while partially recovered, remains at nearly 11 percent.<sup>84</sup> Tribal enterprises are a significant source of revenue for Tribal governments to support the provision of government services. These enterprises, notably concentrated in gaming, tourism, and hospitality, frequently closed, significantly reducing both revenues to Tribal governments and employment. As a result, Tribal governments have reduced essential services to their citizens and communities.<sup>85</sup>

*Eligible Uses.* Sections 602(c)(1)(A) and 603(c)(1)(A) permit use of payments from the Fiscal Recovery Funds to respond to the negative economic impacts of the COVID-19 public health emergency. Eligible uses that respond to the negative economic impacts of the public health emergency must be designed to address an economic harm resulting from or exacerbated by the public health emergency. In considering whether a program or service would be

See Education Week, School Districts' Reopening Plans: A Snapshot (Jul. 15, 2020), <https://www.edweek.org/leadership/school-districts-reopening-plans-a-snapshot/2020/07> (last visited May 4, 2021).

<sup>82</sup> HHS, *supra* note 79.

<sup>83</sup> Hirokazu Yoshikawa, Effects of the Global Coronavirus Disease—2019 Pandemic on Early Childhood Development: Short- and Long-Term Risks and Mitigating Program and Policy Actions, *J. of Pediatrics* Vol. 223:188–93 (Aug. 1, 2020), available at [https://www.jpeds.com/article/S0022-3476\(20\)30606-5/abstract](https://www.jpeds.com/article/S0022-3476(20)30606-5/abstract).

<sup>84</sup> Based on calculations conducted by the Minneapolis Fed's Center for Indian Country Development using Flood et al. (2020)'s Current Population Survey." Sarah Flood, Miriam King, Renae Rodgers, Steven Ruggles and J. Robert Warren. Integrated Public Use Microdata Series, Current Population Survey: Version 8.0 [dataset]. Minneapolis, MN: IPUMS, 2020. <https://doi.org/10.18128/D030.V8.0>; see also Donna Feir & Charles Golding, Native Employment During COVID-19: Hard hit in April but Starting to Rebound? (Aug. 5, 2020), <https://www.minneapolisfed.org/article/2020/native-employment-during-covid-19-hit-hard-in-april-but-starting-to-rebound>.

<sup>85</sup> Moreno & Sobrepena, *supra* note 73.

<sup>72</sup> Federal Reserve Bank of San Francisco, Impacts of COVID-19 on Nonprofits in the Western United States (May 2020), <https://www.frbsf.org/community-development/files/impact-of-covid-nonprofits-serving-western-united-states.pdf>.

<sup>73</sup> Bureau of Labor Statistics, *supra* note 8; Elijah Moreno & Heather Sobrepena, Tribal entities remain resilient as COVID-19 batters their finances, Federal Reserve Bank of Minneapolis (Nov. 10, 2021), <https://www.minneapolisfed.org/article/2020/tribal-entities-remain-resilient-as-covid-19-batters-their-finances>.

<sup>74</sup> Kim Parker et al., Economic Fallout from COVID-19 Continues to Hit Lower-Income Americans the Hardest, Pew Research Center (Sept. 24, 2020), <https://www.pewresearch.org/social-trends/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>; Gould, *supra* note 55.

<sup>75</sup> See *infra* Section II.B of this Supplementary Information.

<sup>76</sup> Elizabeth Kneebone, The Changing geography of US poverty, Brookings Institution (Feb. 15, 2017), <https://www.brookings.edu/testimonies/the-changing-geography-of-us-poverty/>.

eligible under this category, the recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency and whether, and the extent to which, the use would respond or address this harm.<sup>86</sup> A recipient should first consider whether an economic harm exists and whether this harm was caused or made worse by the COVID-19 public health emergency. While economic impacts may either be immediate or delayed, assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.

In addition, the eligible use must “respond to” the identified negative economic impact. Responses must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Where there has been a negative economic impact resulting from the public health emergency, States, local, and Tribal governments have broad latitude to choose whether and how to use the Fiscal Recovery Funds to respond to and address the negative economic impact. Sections 602(c)(1)(A) and 603(c)(1)(A) describe several types of uses that would be eligible under this category, including assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel, and hospitality.

To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding that respond to the negative economic impacts of the public health emergency. Consistent with the discussion above, the eligible uses listed below would respond directly to the economic or financial harms resulting from and/or exacerbated by the public health emergency.

- *Assistance to Unemployed Workers.* This includes assistance to unemployed workers, including services like job training to accelerate rehiring of unemployed workers; these services may extend to workers unemployed due to the pandemic or the resulting recession, or who were already unemployed when the pandemic began

and remain so due to the negative economic impacts of the pandemic.

- *State Unemployment Insurance Trust Funds.* Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund established under section 904 of the Social Security Act (42 U.S.C. 1104) up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021, given the close nexus between Unemployment Trust Fund costs, solvency of Unemployment Trust Fund systems, and pandemic economic impacts. Further, Unemployment Trust Fund deposits can decrease fiscal strain on Unemployment Insurance systems impacted by the pandemic. States facing a sharp increase in Unemployment Insurance claims during the pandemic may have drawn down positive Unemployment Trust Fund balances and, after exhausting the balance, required advances to fund continuing obligations to claimants. Because both of these impacts were driven directly by the need for assistance to unemployed workers during the pandemic, replenishing Unemployment Trust Funds up to the pre-pandemic level responds to the pandemic’s negative economic impacts on unemployed workers.

- *Assistance to Households.* Assistance to households or populations facing negative economic impacts due to COVID-19 is also an eligible use. This includes: Food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance (discussed below); emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker’s occupation or level of training. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative

economic impacts resulting from the pandemic. For example, a cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering the appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, State, local and Tribal governments may consider and take guidance from the per person amounts previously provided by the Federal Government in response to the COVID-19 crisis. Cash transfers that are grossly in excess of such amounts would be outside the scope of eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) and could be subject to recoupment. In addition, a recipient could provide survivor’s benefits to surviving family members of COVID-19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID-19 victims.

- *Expenses to Improve Efficacy of Economic Relief Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.

- *Small Businesses and Non-profits.* As discussed above, small businesses and non-profits faced significant challenges in covering payroll, mortgages or rent, and other operating costs as a result of the public health emergency and measures taken to contain the spread of the virus. State, local, and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical

<sup>86</sup> In some cases, a use may be permissible under another eligible use category even if it falls outside the scope of section (c)(1)(A) of the Act.



plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and

- Technical assistance, counseling, or other services to assist with business planning needs.

As discussed above, these services should respond to the negative economic impacts of COVID-19. Recipients may consider additional criteria to target assistance to businesses in need, including small businesses. Such criteria may include businesses facing financial insecurity, substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. Recipients should consider local economic conditions and business data when establishing such criteria.<sup>87</sup>

- *Rehiring State, Local, and Tribal Government Staff.* State, local, and Tribal governments continue to see pandemic impacts in overall staffing levels: State, local, and Tribal government employment remains more than 1 million jobs lower in April 2021 than prior to the pandemic.<sup>88</sup> Employment losses decrease a state or local government's ability to effectively administer services. Thus, the interim final rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of the government.

- *Aid to Impacted Industries.* Sections 602(c)(1)(A) and 603(c)(1)(A) recognize that certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID-19 public health emergency. Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the

pandemic on those and similarly impacted industries. For example, aid may include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel, and hospitality services, for example, improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans.

Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID-19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

When considering providing aid to industries other than tourism, travel, and hospitality, recipients should consider the extent of the economic impact as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, on net, the leisure and hospitality industry has experienced an approximately 24 percent decline in revenue and approximately 17 percent decline in employment nationwide due to the COVID-19 public health emergency.<sup>89</sup> Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

To facilitate transparency and accountability, the interim final rule requires that State, local, and Tribal governments publicly report assistance provided to private-sector businesses under this eligible use, including

tourism, travel, hospitality, and other impacted industries, and its connection to negative economic impacts of the pandemic. Recipients also should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

As discussed above, economic disparities that existed prior to the COVID-19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are over-represented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the interim final rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID-19 public health emergency when provided in these communities.

Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a QCT, to families and individuals living in QCTs, or when these services are provided by Tribal governments.<sup>90</sup> Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served. The interim final rule identifies a non-exclusive list of uses that address the disproportionate negative economic effects of the COVID-19 public health emergency, including:

- *Building Stronger Communities through Investments in Housing and Neighborhoods.* The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity.<sup>91</sup>

<sup>89</sup> HUD, *supra* note 48.

<sup>91</sup> Stuart M. Butler & Jonathan Grabinsky, Tackling the legacy of persistent urban inequality and concentrated poverty, Brookings Institution (Nov. 16, 2020), <https://www.brookings.edu/blog/up-front/2020/11/16/tackling-the-legacy-of->

<sup>87</sup> See Federal Reserve Bank of Cleveland, An Uphill Battle: COVID-19's Outsized Toll on Minority-Owned Firms (Oct. 8, 2020), <https://www.clevelandfed.org/newsroom-and-events/publications/community-development-briefs/db-20201008-misera-report.aspx> (discussing the impact of COVID-19 on minority owned businesses).

<sup>88</sup> U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).

<sup>89</sup> From February 2020 to April 2021, employment in "Leisure and hospitality" has fallen by approximately 17 percent. See U.S. Bureau of Labor Statistics, All Employees, Leisure and Hospitality, retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/USLAH> (last visited May 8, 2021). From 2019Q4 to 2020Q4, gross output (e.g. revenue) in arts, entertainment, recreation, accommodation, and food services has fallen by approximately 24 percent. See Bureau of Economic Analysis, News Release: Gross Domestic Product (Third Estimate), Corporate Profits, and GDP by Industry, Fourth Quarter and Year 2020 (Mar. 25, 2021), Table 17, [https://www.bea.gov/sites/default/files/2021-03/gdp4q20\\_3rd.pdf](https://www.bea.gov/sites/default/files/2021-03/gdp4q20_3rd.pdf).

Services in this category alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing.<sup>92</sup> Eligible services include:

- Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals;
- Affordable housing development to increase supply of affordable and high-quality living units; and
- Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity.<sup>93</sup>

- *Addressing Educational Disparities.* As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects. Services under this prong would enhance educational supports to help mitigate impacts of the pandemic. Eligible services include:

- New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;
- Providing assistance to high-poverty school districts to advance equitable funding across districts and geographies;
- Evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other

extended learning and enrichment programs; and

- Evidence-based practices to address the social, emotional, and mental health needs of students;

- *Promoting Healthy Childhood Environments.* Children's economic and family circumstances have a long-term impact on their future economic outcomes.<sup>94</sup> Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic. Eligible services to address this challenge include:

- New or expanded high-quality childcare to provide safe and supportive care for children;
- Home visiting programs to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development; and
- Enhanced services for child welfare-involved families and foster youth to provide support and training on child development, positive parenting, coping skills, or recovery for mental health and substance use challenges.

State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic. The Fiscal Recovery Funds provide resources to not only respond to the immediate harms of the pandemic but also to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Treasury encourages recipients to consider funding uses that foster a strong, inclusive, and equitable recovery, especially uses with long-term benefits for health and economic outcomes.

*Uses Outside the Scope of this Category.* Certain uses would not be within the scope of this eligible use category, although may be eligible under other eligible use categories. A general infrastructure project, for example, typically would not be included unless the project responded to a specific pandemic public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact like those described above (e.g., affordable housing in a QCT). The ARPA explicitly includes infrastructure if it is "necessary" and in water, sewer, or broadband. See Section II.D of this **SUPPLEMENTARY INFORMATION**. State, local, and Tribal governments also may use the Fiscal Recovery Funds under sections 602(c)(1)(C) or 603(c)(1)(C) to provide "government services" broadly to the extent of their reduction in revenue. See Section II.C of this **SUPPLEMENTARY INFORMATION**. This category of eligible uses also would not include contributions to rainy day funds, financial reserves, or similar funds. Resources made available under this eligible use category are intended to help meet pandemic response needs and provide relief for households and businesses facing near- and long-term negative economic impacts. Contributions to rainy day funds and similar financial reserves would not address these needs or respond to the COVID-19 public health emergency but would rather constitute savings for future spending needs. Similarly, this eligible use category would not include payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. As discussed below, payments from the Fiscal Recovery Funds are intended to be used prospectively and the interim final rule precludes use of these funds to cover the costs of debt incurred prior to March 3, 2021. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of pandemic response or its negative economic impacts. The purpose of the Fiscal Recovery Funds is to provide fiscal relief that will permit State, local, and Tribal governments to continue to respond to the COVID-19 public health emergency.

For the same reasons, this category of eligible uses would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring

extended learning and enrichment programs; and

- Evidence-based practices to address the social, emotional, and mental health needs of students;

- *Promoting Healthy Childhood Environments.* Children's economic and family circumstances have a long-term impact on their future economic outcomes.<sup>94</sup> Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic. Eligible services to address this challenge include:

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State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic. The Fiscal Recovery Funds provide resources to not only respond to the immediate harms of the pandemic but also to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Treasury encourages recipients to consider funding uses that foster a strong, inclusive, and equitable recovery, especially uses with long-term benefits for health and economic outcomes.

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<sup>94</sup> See supra notes 52 and 84.

*persistent-urban-inequality-and-concentrated-poverty/*.

<sup>92</sup> U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Quality of Housing, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/quality-of-housing#11> (last visited Apr. 26, 2021).

<sup>93</sup> The Opportunity Atlas, <https://www.opportunityatlas.org/> (last visited Apr. 26, 2021); Raj Chetty & Nathaniel Hendren, The Impacts of Neighborhoods on Intergenerational Mobility I: Childhood Exposure Effects, Quarterly J. of Econ. 133(3):1107–162 (2018), available at <https://opportunityinsights.org/paper/neighborhoodsi/>.



plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency. That is, satisfaction of a settlement or judgment would not itself respond to COVID-19 with respect to the public health emergency or its negative economic impacts, unless the settlement requires the provision of services or aid that did directly respond to these needs, as described above.

In addition, as described in Section V.III of this **SUPPLEMENTARY INFORMATION**, Treasury will establish reporting and record keeping requirements for uses within this category, including enhanced reporting requirements for certain types of uses.

*Question 1: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the public health impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.*

*Question 2: The interim final rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels. For how long should these measures remain in place? What other measures or presumptions might Treasury consider to assess the extent to which public sector staff are engaged in COVID-19 response, and therefore reimbursable, in an easily-administrable manner?*

*Question 3: The interim final rule permits rehiring of public sector staff up to the government's pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Does this approach adequately measure the pre-pandemic staffing level in a manner that is both accurate and easily administrable? Why or why not?*

*Question 4: The interim final rule permits deposits to Unemployment Insurance Trust Funds, or using funds to pay back advances, up to the pre-pandemic balance. What, if any, conditions should be considered to ensure that funds repair economic impacts of the pandemic and strengthen unemployment insurance systems?*

*Question 5: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the negative economic impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.*

*Question 6: What other measures, presumptions, or considerations could be used to assess "impacted industries"*

*affected by the COVID-19 public health emergency?*

*Question 7: What are the advantages and disadvantages of using Qualified Census Tracts and services provided by Tribal governments to delineate where a broader range of eligible uses are presumed to be responsive to the public health and economic impacts of COVID-19? What other measures might Treasury consider? Are there other populations or geographic areas that were disproportionately impacted by the pandemic that should be explicitly included?*

*Question 8: Are there other services or costs that Treasury should consider as eligible uses to respond to the disproportionate impacts of COVID-19 on low-income populations and communities? Describe how these respond to the COVID-19 public health emergency or its negative economic impacts, including its exacerbation of pre-existing challenges in these areas.*

*Question 9: The interim final rule includes eligible uses to support affordable housing and stronger neighborhoods in disproportionately-impacted communities. Discuss the advantages and disadvantages of explicitly including other uses to support affordable housing and stronger neighborhoods, including rehabilitation of blighted properties or demolition of abandoned or vacant properties. In what ways does, or does not, this potential use address public health or economic impacts of the pandemic? What considerations, if any, could support use of Fiscal Recovery Funds in ways that do not result in resident displacement or loss of affordable housing units?*

#### B. Premium Pay

Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work.<sup>95</sup> These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. In the course of this work, many essential workers have

contracted or died of COVID-19.<sup>96</sup> Several examples reflect the severity of the health impacts for essential workers. Meat processing plants became "hotspots" for transmission, with 700 new cases reported at a single plant on a single day in May 2020.<sup>97</sup> In New York City, 120 employees of the Metropolitan Transit Authority were estimated to have died due to COVID-19 by mid-May 2020, with nearly 4,000 testing positive for the virus.<sup>98</sup> Furthermore, many essential workers are people of color or low-wage workers.<sup>99</sup> These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic. Such workers include:

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and
- Social service and human services staff.

During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face.<sup>100</sup>

<sup>96</sup> See, e.g., Centers for Disease Control and Prevention, COVID Data Tracker: Cases & Death among Healthcare Personnel, <https://covid.cdc.gov/covid-data-tracker/#health-care-personnel> (last visited May 4, 2021); Centers for Disease Control and Prevention, COVID Data Tracker: Confirmed COVID-19 Cases and Deaths among Staff and Rate per 1,000 Resident-Weeks in Nursing Homes, by Week—United States, <https://covid.cdc.gov/covid-data-tracker/#nursing-home-staff> (last visited May 4, 2021).

<sup>97</sup> See, e.g., The Lancet, The plight of essential workers during the COVID-19 pandemic, Vol. 395, Issue 10237:1587 (May 23, 2020), available at <https://www.thelancet.com/journals/lancet/article/PIIS0140-6736%2820%2931200-9/fulltext>.

<sup>98</sup> *Id.*

<sup>99</sup> Joanna Gaitens et al., Covid-19 and essential workers: A narrative review of health outcomes and moral injury, *Int'l J. of Envtl. Research and Pub. Health* 18(4):1446 (Feb. 4, 2021), available at <https://pubmed.ncbi.nlm.nih.gov/33557075/>; Tiana N. Rogers et al., Racial Disparities in COVID-19 Mortality Among Essential Workers in the United States, *World Med. & Health policy* 12(3):311–27 (Aug. 5, 2020), available at <https://onlinelibrary.wiley.com/doi/full/10.1002/wmh3.358> (finding that vulnerability to coronavirus exposure was increased among non-Hispanic blacks, who disproportionately occupied the top nine essential occupations).

<sup>100</sup> Economic Policy Institute, Only 30% of those working outside their home are receiving hazard pay (June 16, 2020), <https://www.epi.org/press/only-30-of-those-working-outside-their-home-are-receiving-hazard-pay-black-and-hispanic-workers-are-most-concerned-about-bringing-the-coronavirus-home/>.

<sup>95</sup> Sections 602(c)(1)(B), 603(c)(1)(B) of the Act.



Many of these workers earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population.<sup>101</sup> A recent study found that 25 percent of essential workers were estimated to have low household income, with 13 percent in high-risk households.<sup>102</sup> The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic or their work-related health risks, including working hours lost due to sickness or disruptions to childcare and other daily routines, or the likelihood of COVID-19 spread in their households or communities. Thus, the threats and costs involved with maintaining the ongoing operation of vital facilities and services have been, and continue to be, borne by those that are often the most vulnerable to the pandemic. The added health risk to essential workers is one prominent way in which the pandemic has amplified pre-existing socioeconomic inequities.

The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency. To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the interim final rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

Sections 602(g)(2) and 603(g)(2) define eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.”<sup>103</sup> The rule incorporates this definition and provides a list of industries recognized as essential critical infrastructure sectors.<sup>104</sup> These sectors include healthcare, public health and safety, childcare, education, sanitation, transportation, and food production and services, among others

as noted above. As provided under sections 602(g)(2) and 603(g)(2), the chief executive of each recipient has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.

In providing premium pay to essential workers or grants to eligible employers, a recipient must consider whether the pay or grant would “respond to” to the worker or workers performing essential work. Premium pay or grants provided under this section respond to workers performing essential work if it addresses the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially. Many of the workers performing critical essential services are low- or moderate-income workers, such as those described above. The ARPA recognizes this by defining premium pay to mean an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker. To ensure the provision is implemented in a manner that compensates these workers, the interim final rule provides that any premium pay or grants provided using the Fiscal Recovery Funds should prioritize compensation of those lower income eligible workers that perform essential work.

As such, providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken by essential workers and the relatively low compensation they tend to receive in exchange. If premium pay would increase a worker’s total pay above 150 percent of their residing state’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, or their residing county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, the State, local, or Tribal government must provide Treasury and make publicly available, whether for themselves or on behalf of a grantee, a written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency.<sup>105</sup>

The threshold of 150 percent for requiring additional written justification is based on an analysis of the distribution of labor income for a sample of 20 occupations that generally correspond to the essential workers as defined in the interim final rule.<sup>106</sup> For these occupations, labor income for the vast majority of workers was under 150 percent of average annual labor income across all occupations. Treasury anticipates that the threshold of 150 percent of the annual average wage will be greater than the annual average wage of the vast majority of eligible workers performing essential work. These enhanced reporting requirements help to ensure grants are directed to essential workers in critical infrastructure sectors and responsive to the impacts of the pandemic observed among essential workers, namely the mis-alignment between health risks and compensation. Enhanced reporting also provides transparency to the public. Finally, using a localized measure reflects differences in wages and cost of living across the country, making this standard administrable and reflective of essential worker incomes across a diverse range of geographic areas.

Furthermore, because premium pay is intended to compensate essential workers for heightened risk due to COVID-19, it must be entirely additive to a worker’s regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker’s normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency, where those workers have yet to be compensated adequately for work previously performed.<sup>107</sup> Treasury encourages recipients to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many

of Labor Statistics, May 2020 Metropolitan and Nonmetropolitan Area Estimates listed by county or town, [https://www.bls.gov/oes/current/county\\_links.htm](https://www.bls.gov/oes/current/county_links.htm) (last visited May 1, 2021).

<sup>106</sup> Treasury performed this analysis with data from the U.S. Census Bureau’s 2019 Annual Social and Economic Supplement. In determining which occupations to include in this analysis, Treasury excluded management and supervisory positions, as such positions may not necessarily involve regular in-person interactions or physical handling of items to the same extent as non-managerial positions.

<sup>107</sup> However, such compensation must be “in addition to” remuneration or wages already received. That is, employers may not reduce such workers’ current pay and use Fiscal Recovery Funds to compensate themselves for premium pay previously provided to the worker.

<sup>101</sup> McCormack, *supra* note 37.

<sup>102</sup> *Id.*

<sup>103</sup> Sections 602(g)(2), 603(g)(2) of the Act.

<sup>104</sup> The list of critical infrastructure sectors provided in the interim final rule is based on the list of essential workers under The Heroes Act, H.R. 6800, 116th Cong. (2020).

<sup>105</sup> County median annual wage is taken to be that of the metropolitan or nonmetropolitan area that includes the county. See U.S. Bureau of Labor Statistics, State Occupational Employment and Wage Estimates, <https://www.bls.gov/oes/current/oesrcst.htm> (last visited May 1, 2021); U.S. Bureau

months. Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided. See Section VIII of this **SUPPLEMENTARY INFORMATION**, discussing reporting requirements. In responding to the needs of essential workers, a grant to an employer may provide premium pay to eligible workers performing essential work, as these terms are defined in the interim final rule and discussed above. A grant provided to an employer may also be for essential work performed by eligible workers pursuant to a contract. For example, if a municipality contracts with a third party to perform sanitation work, the third-party contractor could be eligible to receive a grant to provide premium pay for these eligible workers.

*Question 10: Are there additional sectors beyond those listed in the interim final rule that should be considered essential critical infrastructure sectors?*

*Question 11: What, if any, additional criteria should Treasury consider to ensure that premium pay responds to essential workers?*

*Question 12: What consideration, if any, should be given to the criteria on salary threshold, including measure and level, for requiring written justification?*

### C. Revenue Loss

Recipients may use payments from the Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.<sup>108</sup> Pursuant to sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, a recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency.

Many State, local, and Tribal governments are experiencing significant budget shortfalls, which can have a devastating impact on communities. State government tax revenue from major sources were down 4.3 percent in the six months ended September 2020, relative to the same

period 2019.<sup>109</sup> At the local level, nearly 90 percent of cities have reported being less able to meet the fiscal needs of their communities and, on average, cities expect a double-digit decline in general fund revenues in their fiscal year 2021.<sup>110</sup> Similarly, surveys of Tribal governments and Tribal enterprises found majorities of respondents reporting substantial cost increases and revenue decreases, with Tribal governments reporting reductions in healthcare, housing, social services, and economic development activities as a result of reduced revenues.<sup>111</sup> These budget shortfalls are particularly problematic in the current environment, as State, local, and Tribal governments work to mitigate and contain the COVID-19 pandemic and help citizens weather the economic downturn.

Further, State, local, and Tribal government budgets affect the broader economic recovery. During the period following the 2007–2009 recession, State and local government budget pressures led to fiscal austerity that was a significant drag on the overall economic recovery.<sup>112</sup> Inflation-adjusted State and local government revenue did not return to the previous peak until 2013,<sup>113</sup> while State, local, and Tribal government employment did not recover to its prior peak for over a decade, until August 2019—just a few months before the COVID-19 public health emergency began.<sup>114</sup>

<sup>109</sup> Major sources include personal income tax, corporate income tax, sales tax, and property tax. See Lucy Dadayan, States Reported Revenue Growth in July–September Quarter, Reflecting Revenue Shifts from the Prior Quarter, State Tax and Econ. Rev. (Q. 3, 2020), available at [https://www.urban.org/sites/default/files/publication/103938/state-tax-and-economic-review-2020-q3\\_0.pdf](https://www.urban.org/sites/default/files/publication/103938/state-tax-and-economic-review-2020-q3_0.pdf).

<sup>110</sup> National League of Cities, City Fiscal Conditions (2020), available at [https://www.nlc.org/wp-content/uploads/2020/08/City\\_Fiscal\\_Conditions\\_2020\\_FINAL.pdf](https://www.nlc.org/wp-content/uploads/2020/08/City_Fiscal_Conditions_2020_FINAL.pdf).

<sup>111</sup> Surveys conducted by the Center for Indian Country Development at the Federal Reserve Bank of Minneapolis in March, April, and September 2020. See Moreno & Sobrepna, *supra* note 73.

<sup>112</sup> See, e.g., Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

<sup>113</sup> State and local government general revenue from own sources, adjusted for inflation using the GDP price index. U.S. Census Bureau, Annual Survey of State Government Finances and U.S. Bureau of Economic Analysis, National Income and Product Accounts.

<sup>114</sup> U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001],

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act allow recipients facing budget shortfalls to use payments from the Fiscal Recovery Funds to avoid cuts to government services and, thus, enable State, local, and Tribal governments to continue to provide valuable services and ensure that fiscal austerity measures do not hamper the broader economic recovery. The interim final rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

*General Revenue.* The interim final rule adopts a definition of “general revenue” based largely on the components reported under “General Revenue from Own Sources” in the Census Bureau’s Annual Survey of State and Local Government Finances, and for purposes of this interim final rule, helps to ensure that the components of general revenue would be calculated in a consistent manner.<sup>115</sup> By relying on a methodology that is both familiar and comprehensive, this approach minimizes burden to recipients and provides consistency in the measurement of general revenue across a diverse set of recipients.

The interim final rule defines the term “general revenue” to include revenues collected by a recipient and generated from its underlying economy and would capture a range of different types of tax revenues, as well as other types of revenue that are available to support government services.<sup>116</sup> In calculating revenue, recipients should sum across all revenue streams covered as general revenue. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the overall impact of

retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited Apr. 27, 2021).

<sup>115</sup> U.S. Census Bureau, Annual Survey of State and Local Government Finances, <https://www.census.gov/programs-surveys/gov-finances.html> (last visited Apr. 30, 2021).

<sup>116</sup> The interim final rule would define tax revenue in a manner consistent with the Census Bureau’s definition of tax revenue, with certain changes (i.e., inclusion of revenue from liquor stores and certain intergovernmental transfers). Current charges are defined as “charges imposed for providing current services or for the sale of products in connection with general government activities.” It includes revenues such as public education institution, public hospital, and toll revenues. Miscellaneous general revenue comprises of all other general revenue of governments from their own sources (i.e., other than liquor store, utility, and insurance trust revenue), including rents, royalties, lottery proceeds, and fines.

<sup>108</sup> ARPA, *supra* note 16.

the COVID-19 public health emergency on a recipient's revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.<sup>117</sup>

Consistent with the Census Bureau's definition of "general revenue from own sources," the definition of general revenue in the interim final rule would exclude refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, and agency or private trust transactions. The definition of general revenue also would exclude revenue generated by utilities and insurance trusts. In this way, the definition of general revenue focuses on sources that are generated from economic activity and are available to fund government services, rather than a fund or administrative unit established to account for and control a particular activity.<sup>118</sup> For example, public utilities typically require financial support from the State, local, or Tribal government, rather than providing revenue to such government, and any revenue that is generated by public utilities typically is used to support the public utility's continued operation, rather than being used as a source of revenue to support government services generally.

The definition of general revenue would include all revenue from Tribal enterprises, as this revenue is generated from economic activity and is available to fund government services. Tribes are not able to generate revenue through taxes in the same manner as State and local governments and, as a result, Tribal enterprises are critical sources of revenue for Tribal governments that enable Tribal governments to provide a range of services, including elder care, health clinics, wastewater management, and forestry.

Finally, the term "general revenue" includes intergovernmental transfers between State and local governments, but excludes intergovernmental transfers from the Federal Government, including Federal transfers made via a State to a local government pursuant to the CRF or as part of the Fiscal Recovery Funds. States and local governments often share or collect revenue on behalf of one another, which results in

intergovernmental transfers. When attributing revenue to a unit of government, the Census Bureau's methodology considers which unit of government imposes, collects, and retains the revenue and assigns the revenue to the unit of government that meets at least two of those three factors.<sup>119</sup> For purposes of measuring loss in general revenue due to the COVID-19 public health emergency and to better allow continued provision of government services, the retention and ability to use the revenue is a more critical factor. Accordingly, and to better measure the funds available for the provision of government services, the definition of general revenue would include intergovernmental transfers from States or local governments other than funds transferred pursuant to ARPA, CRF, or another Federal program. This formulation recognizes the importance of State transfers for local government revenue.<sup>120</sup>

**Calculation of Loss.** In general, recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. This approach measures losses in revenue relative to the most recent fiscal year prior to the COVID-19 public health emergency by using the most recent pre-pandemic fiscal year as the starting point for estimates of revenue growth absent the pandemic. In other words, the counterfactual trend starts with the last full fiscal year prior to the COVID-19 public health emergency and then assumes growth at a constant rate in the subsequent years. Because recipients can estimate the revenue shortfall at multiple points in time throughout the covered period as revenue is collected, this approach accounts for variation across recipients in the timing of pandemic impacts.<sup>121</sup> Although revenue may decline for

reasons unrelated to the COVID-19 public health emergency, to minimize the administrative burden on recipients and taking into consideration the devastating effects of the COVID-19 public health emergency, any diminution in actual revenues relative to the counterfactual pre-pandemic trend would be presumed to have been due to the COVID-19 public health emergency.

For purposes of measuring revenue growth in the counterfactual trend, recipients may use a *growth adjustment* of either 4.1 percent per year or the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency, whichever is higher. The option of 4.1 percent represents the average annual growth across all State and local government "General Revenue from Own Sources" in the most recent three years of available data.<sup>122</sup> This approach provides recipients with a standardized growth adjustment when calculating the counterfactual revenue trend and thus minimizes administrative burden, while not disadvantaging recipients with revenue growth that exceeded the national average prior to the COVID-19 public health emergency by permitting these recipients to use their own revenue growth rate over the preceding three years.

Recipients should calculate the extent of the reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. To calculate the extent of the reduction in revenue at each of these dates, recipients should follow a four-step process:

- **Step 1:** Identify revenues collected in the most recent full fiscal year prior to the public health emergency (*i.e.*, last full fiscal year before January 27, 2020), called the *base year revenue*.
- **Step 2:** Estimate *counterfactual revenue*, which is equal to *base year revenue* \*  $[(1 + \text{growth adjustment})^{(n/12)}]$ , where *n* is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal

<sup>119</sup> U.S. Census Bureau, Government Finance and Employment Classification Manual (Dec. 2000), <https://www2.census.gov/govs/class/classfull.pdf>.

<sup>120</sup> For example, in 2018, state transfers to localities accounted for approximately 27 percent of local revenues. U.S. Census Bureau, Annual Survey of State and Local Government Finances, Table 1 (2018), <https://www.census.gov/data/datasets/2018/econ/local/public-use-datasets.html>.

<sup>121</sup> For example, following the 2007–09 recession, local government property tax collections did not begin to decline until 2011, suggesting that property tax collection declines can lag downturns. See U.S. Bureau of Economic Analysis, Personal current taxes: State and local: Property taxes [S210401A027NBEA], retrieved from Federal Reserve Economic Data, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/graph/?g=r3YI> (last visited Apr. 22, 2021). Estimating the reduction in revenue at points throughout the covered period will allow for this type of lagged effect to be taken into account during the covered period.

<sup>122</sup> Together with revenue from liquor stores from 2015 to 2018. This estimate does not include any intergovernmental transfers. A recipient using the three-year average to calculate their growth adjustment must be based on the definition of general revenue, including treatment of intergovernmental transfers. 2015–2018 represents the most recent available data. See U.S. Census Bureau, State & Local Government Finance Historical Datasets and Tables (2018), <https://www.census.gov/programs-surveys/gov-finances/data/datasets.html>.

<sup>117</sup> Fund-oriented reporting, such as what is used under the Governmental Accounting Standards Board (GASB), focuses on the types of uses and activities funded by the revenue, as opposed to the economic activity from which the revenue is sourced. See Governmental Accounting Standards Series, Statement No. 54 of the Governmental Accounting Standards Board: Fund Balance Reporting and Governmental Fund Type Definitions, No. 287–B (Feb. 2009).

<sup>118</sup> *Supra* note 116.



years prior to the COVID-19 public health emergency.

- *Step 3:* Identify *actual revenue*, which equals revenues collected over the past twelve months as of the calculation date.
- *Step 4:* The extent of the reduction in revenue is equal to *counterfactual*

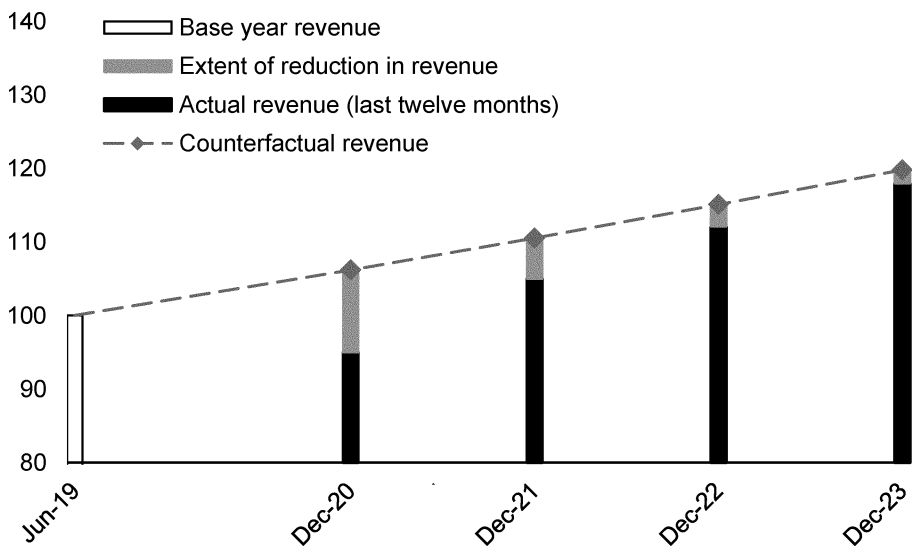
*revenue less actual revenue*. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

For illustration, consider a hypothetical recipient with *base year revenue* equal to 100. In Step 2, the hypothetical recipient finds that 4.1

percent is greater than the recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency. Furthermore, this recipient's base year ends June 30. In this illustration, *n* (months elapsed) and *counterfactual revenue* would be equal to:

As of:	12/31/2020	12/31/2021	12/31/2022	12/31/2023
<i>n</i> (months elapsed) .....	18	30	42	54
<i>Counterfactual revenue:</i> .....	106.2	110.6	115.1	119.8

The overall methodology for calculating the reduction in revenue is illustrated in the figure below:



Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Government services can include, but are not limited to, maintenance or pay-go funded building<sup>123</sup> of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services. However, expenses associated with obligations under instruments evidencing financial indebtedness for

<sup>123</sup> Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

borrowed money would not be considered the provision of government services, as these financing expenses do not directly provide services or aid to citizens. Specifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt. For the same reasons, government services would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services. In addition, replenishing financial reserves (e.g., rainy day or other reserve funds) would

not be considered provision of a government service, since such expenses do not directly relate to the provision of government services.

*Question 13:* Are there sources of revenue that either should or should not be included in the interim final rule's measure of "general revenue" for recipients? If so, discuss why these sources either should or should not be included.

*Question 14:* In the interim final rule, recipients are expected to calculate the reduction in revenue on an aggregate basis. Discuss the advantages and disadvantages of, and any potential concerns with, this approach, including circumstances in which it could be necessary or appropriate to calculate the reduction in revenue by source.

*Question 15:* Treasury is considering whether to take into account other factors, including actions taken by the recipient as well as the expiration of the COVID-19 public health emergency, in determining whether to presume that revenue losses are "due to" the COVID-

19 public health emergency. Discuss the advantages and disadvantages of this presumption, including when, if ever, during the covered period it would be appropriate to reevaluate the presumption that all losses are attributable to the COVID-19 public health emergency.

Question 16: Do recipients anticipate lagged revenue effects of the public health emergency? If so, when would these lagged effects be expected to occur, and what can Treasury do to support these recipients through its implementation of the program?

Question 17: In the interim final rule, paying interest or principal on government debt is not considered provision of a government service. Discuss the advantages and disadvantages of this approach, including circumstances in which paying interest or principal on government debt could be considered provision of a government service.

#### D. Investments in Infrastructure

To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband, the Fiscal Recovery Funds provide funds to State, local, and Tribal governments to make necessary investments in these sectors. The interim final rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.<sup>124</sup>

It is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to

ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

To provide public transparency on whether projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from recipients on their workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.

#### 1. Water and Sewer Infrastructure

The ARPA provides funds to State, local, and Tribal governments to make necessary investments in water and sewer infrastructure.<sup>125</sup> By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health. Understanding that State, local, and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure. The interim final rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).<sup>126</sup>

<sup>125</sup> Sections 602(c)(1)(D), 603(c)(1)(D) of the Act.

<sup>126</sup> Environmental Protection Agency, Drinking Water State Revolving fund, <https://www.epa.gov/dwsrf> (last visited Apr. 30, 2021); Environmental Protection Agency, Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf> (last visited Apr. 30, 2021).

Established by the 1987 amendments<sup>127</sup> to the Clean Water Act (CWA),<sup>128</sup> the CWSRF provides financial assistance for a wide range of water infrastructure projects to improve water quality and address water pollution in a way that enables each State to address and prioritize the needs of their populations. The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.<sup>129</sup> Each of the 51 State programs established under the CWSRF have the flexibility to direct funding to their particular environmental needs, and each State may also have its own statutes, rules, and regulations that guide project eligibility.<sup>130</sup>

The DWSRF was modeled on the CWSRF and created as part of the 1996 amendments to the Safe Drinking Water Act (SDWA),<sup>131</sup> with the principal objective of helping public water systems obtain financing for improvements necessary to protect public health and comply with drinking water regulations.<sup>132</sup> Like the CWSRF,

<sup>127</sup> Water Quality Act of 1987, Public Law 100-4.

<sup>128</sup> Federal Water Pollution Control Act as amended, codified at 33 U.S.C. 1251 *et seq.*, common name (Clean Water Act). In 2009, the American Recovery and Reinvestment Act created the Green Project Reserve, which increased the focus on green infrastructure, water and energy efficient, and environmentally innovative projects. Public Law 111-5. The CWA was amended by the Water Resources Reform and Development Act of 2014 to further expand the CWSRF's eligibilities. Public Law 113-121. *The CWSRF's eligibilities were further expanded in 2018 by the America's Water Infrastructure Act of 2018, Public Law 115-270.*

<sup>129</sup> See Environmental Protection Agency, The Drinking Water State Revolving Funds: Financing America's Drinking Water, EPA-816-R-00-023 (Nov. 2000), <https://nepis.epa.gov/Exe/ZyPDF.cgi/200024WB.PDF?Dockey=200024WB.PDF>; See also Environmental Protection Agency, *Learn About the Clean Water State Revolving Fund*, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021).

<sup>130</sup> 33 U.S.C. 1383(c). See also Environmental Protection Agency, *Overview of Clean Water State Revolving Fund Eligibilities* (May 2016), [https://www.epa.gov/sites/production/files/2016-07/documents/overview\\_of\\_cwsrf\\_eligibilities\\_may\\_2016.pdf](https://www.epa.gov/sites/production/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf); Claudia Copeland, *Clean Water Act: A Summary of the Law*, Congressional Research Service (Oct. 18, 2016), <https://fas.org/sgp/crs/misc/RL30030.pdf>; Jonathan L. Ramseur, *Wastewater Infrastructure: Overview, Funding, and Legislative Developments*, Congressional Research Service (May 22, 2018), <https://fas.org/sgp/crs/misc/R44963.pdf>.

<sup>131</sup> 42 U.S.C. 300j-12.

<sup>132</sup> Environmental Protection Agency, *Drinking Water State Revolving Fund Eligibility Handbook*, (June 2017), [https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf\\_eligibility\\_handbook\\_june\\_13\\_2017\\_updated\\_508\\_version.pdf](https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version.pdf); Environmental Protection Agency, *Drinking Water*

<sup>124</sup> Treasury notes that using funds to support or oppose collective bargaining would not be included as part of "necessary investments in water, sewer, or broadband infrastructure."

the DWSRF provides States with the flexibility to meet the needs of their populations.<sup>133</sup> The primary use of DWSRF funds is to assist communities in making water infrastructure capital improvements, including the installation and replacement of failing treatment and distribution systems.<sup>134</sup> In administering these programs, States must give priority to projects that ensure compliance with applicable health and environmental safety requirements; address the most serious risks to human health; and assist systems most in need on a per household basis according to State affordability criteria.<sup>135</sup>

By aligning use of Fiscal Recovery Funds with the categories or types of eligible projects under the existing EPA state revolving fund programs, the interim final rule provides recipients with the flexibility to respond to the needs of their communities while ensuring that investments in water and sewer infrastructure made using Fiscal Recovery Funds are necessary. As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards.<sup>136</sup> The need to provide funding through the state revolving funds suggests that these projects are less likely to be addressed with private sources of funding; for example, by remediating failing or inadequate infrastructure, much of which is publicly owned, and by addressing non-point sources of pollution. This approach of aligning with the EPA state revolving fund programs also supports expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can be deployed expeditiously and have a positive impact on their health and wellbeing as soon as possible. Further, the interim final rule is intended to preserve flexibility for award recipients to direct funding to their own particular needs and priorities and would not preclude recipients from applying their own additional project eligibility criteria.

In addition, responding to the immediate needs of the COVID-19 public health emergency may have diverted both personnel and financial resources from other State, local, and Tribal priorities, including projects to ensure compliance with applicable water health and quality standards and provide safe drinking and usable water.<sup>137</sup> Through sections 602(c)(1)(D) and 603(c)(1)(D), the ARPA provides resources to address these needs. Moreover, using Fiscal Recovery Funds in accordance with the priorities of the CWA and SWDA to “assist systems most in need on a per household basis according to state affordability criteria” would also have the benefit of providing vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn.<sup>138</sup>

Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury encourages recipients to consider projects to replace lead service lines.

Fiscal Recovery Funds may also be used to support the consolidation or establishment of drinking water systems. With respect to wastewater infrastructure, recipients may use Fiscal Recovery Funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses. Finally, consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.

Many of the types of projects eligible under either the CWSRF or DWSRF also

support efforts to address climate change. For example, by taking steps to manage potential sources of pollution and preventing these sources from reaching sources of drinking water, projects eligible under the DWSRF and the ARPA may reduce energy required to treat drinking water. Similarly, projects eligible under the CWSRF include measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities. Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change. For example, more frequent and extreme precipitation events combined with construction and development trends have led to increased instances of stormwater runoff, water pollution, and flooding. Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. In cases of a natural disaster, recipients may also use Fiscal Recovery Funds to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought.

*Question 18: What are the advantages and disadvantages of aligning eligible uses with the eligible project type requirements of the DWSRF and CWSRF? What other water or sewer project categories, if any, should Treasury consider in addition to DWSRF and CWSRF eligible projects? Should Treasury consider a broader general category of water and sewer projects?*

*Question 19: What additional water and sewer infrastructure categories, if any, should Treasury consider to address and respond to the needs of unserved, underserved, or rural communities? How do these projects differ from DWSRF and CWSRF eligible projects?*

*Question 20: What new categories of water and sewer infrastructure, if any, should Treasury consider to support State, local, and Tribal governments in mitigating the negative impacts of climate change? Discuss emerging technologies and processes that support resiliency of water and sewer infrastructure. Discuss any challenges faced by States and local governments when pursuing or implementing climate resilient infrastructure projects.*

*Question 21: Infrastructure projects related to dams and reservoirs are generally not eligible under the CWSRF and DWSRF categories. Should Treasury consider expanding eligible*

Infrastructure Needs Survey and Assessment: Sixth Report to Congress (March 2018), [https://www.epa.gov/sites/production/files/2018-10/documents/corrected\\_sixth\\_drinking\\_water\\_infrastructure\\_needs\\_survey\\_and\\_assessment.pdf](https://www.epa.gov/sites/production/files/2018-10/documents/corrected_sixth_drinking_water_infrastructure_needs_survey_and_assessment.pdf).

<sup>133</sup> *Id.*

<sup>134</sup> *Id.*

<sup>135</sup> 42 U.S.C. 300j–12(b)(3)(A).

<sup>136</sup> Environmental Protection Agency, Learn About the Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021); 42 U.S.C. 300j–12.

<sup>137</sup> House Committee on the Budget, State and Local Governments are in Dire Need of Federal Relief (Aug. 19, 2020), <https://budget.house.gov/publications/report/state-and-local-governments-are-dire-need-federal-relief>.

<sup>138</sup> Environmental Protection Agency, Drinking Water State Revolving Fund (Nov. 2019), [https://www.epa.gov/sites/production/files/2019-11/documents/fact\\_sheet\\_-\\_dwsrf\\_overview\\_final\\_0.pdf](https://www.epa.gov/sites/production/files/2019-11/documents/fact_sheet_-_dwsrf_overview_final_0.pdf); Environmental Protection Agency, National Benefits Analysis for Drinking Water Regulations, <https://www.epa.gov/sdwa/national-benefits-analysis-drinking-water-regulations> (last visited Apr. 30, 2020).



*infrastructure under the interim final rule to include dam and reservoir projects? Discuss public health, environmental, climate, or equity benefits and costs in expanding the eligibility to include these types of projects.*

## 2. Broadband Infrastructure

The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare, and work. Recognizing the need for such connectivity, the ARPA provides funds to State, territorial, local, and Tribal governments to make necessary investments in broadband infrastructure.

The National Telecommunications and Information Administration (NTIA) highlighted the growing necessity of broadband in daily lives through its analysis of NTIA Internet Use Survey data, noting that Americans turn to broadband internet access service for every facet of daily life including work, study, and healthcare.<sup>139</sup> With increased use of technology for daily activities and the movement by many businesses and schools to operating remotely during the pandemic, broadband has become even more critical for people across the country to carry out their daily lives.

By at least one measure, however, tens of millions of Americans live in areas where there is no broadband infrastructure that provides download speeds greater than 25 Mbps and upload speeds of 3 Mbps.<sup>140</sup> By contrast, as noted below, many households use upload and download speeds of 100 Mbps to meet their daily needs. Even in areas where broadband infrastructure

exists, broadband access may be out of reach for millions of Americans because it is unaffordable, as the United States has some of the highest broadband prices in the Organisation for Economic Co-operation and Development (OECD).<sup>141</sup> There are disparities in availability as well; historically, Americans living in territories and Tribal lands as well as rural areas have disproportionately lacked sufficient broadband infrastructure.<sup>142</sup> Moreover, rapidly growing demand has, and will likely continue to, quickly outpace infrastructure capacity, a phenomenon acknowledged by various states around the country that have set scalability requirements to account for this anticipated growth in demand.<sup>143</sup>

The interim final rule provides that eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses. Understanding that States, territories, localities, and Tribal governments have a wide range of varied broadband infrastructure needs, the interim final rule provides award recipients with flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Under the interim final rule, eligible projects are expected to be designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. There may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to

a minimum of 100 Mbps symmetrical for download and upload speeds.<sup>144</sup> In setting these standards, Treasury identified speeds necessary to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth. Treasury also recognizes that different communities and their members may have a broad range of internet needs and that those needs may change over time.

In considering the appropriate speed requirements for eligible projects, Treasury considered estimates of typical households demands during the pandemic. Using the Federal Communication Commission's (FCC) Broadband Speed Guide, for example, a household with two telecommuters and two to three remote learners today are estimated to need 100 Mbps download to work simultaneously.<sup>145</sup> In households with more members, the demands may be greater, and in households with fewer members, the demands may be less.

In considering the appropriate speed requirements for eligible projects, Treasury also considered data usage patterns and how bandwidth needs have changed over time for U.S. households and businesses as people's use of technology in their daily lives has evolved. In the few years preceding the pandemic, market research data showed that average upload speeds in the United States surpassed over 10 Mbps in 2017<sup>146</sup> and continued to increase significantly, with the average upload speed as of November, 2019 increasing to 48.41 Mbps,<sup>147</sup> attributable, in part to a shift to using broadband and the internet by individuals and businesses

<sup>139</sup> See, e.g., <https://www.ntia.gov/blog/2020/more-half-american-households-used-internet-health-related-activities-2019-ntia-data-show>; <https://www.ntia.gov/blog/2020/nearly-third-american-employees-worked-remotely-2019-ntia-data-show>; and generally, <https://www.ntia.gov/data/digital-nation-data-explorer>.

<sup>140</sup> As an example, data from the Federal Communications Commission shows that as of June 2020, 9.07 percent of the U.S. population had no available cable or fiber broadband providers providing greater than 25 Mbps download speeds and 3 Mbps upload speeds. Availability was significantly less for rural versus urban populations, with 35.57 percent of the rural population lacking such access, compared with 2.57 percent of the urban population. Availability was also significantly less for tribal versus non-tribal populations, with 35.93 percent of the tribal population lacking such access, compared with 8.74 of the non-tribal population. Federal Communications Commission, Fixed Broadband Deployment, <https://broadbandmap.fcc.gov/#/> (last visited May 9, 2021).

<sup>141</sup> How Do U.S. Internet Costs Compare To The Rest Of The World?, BroadbandSearch Blog Post, available at <https://www.broadbandsearch.net/blog/internet-costs-compared-worldwide>.

<sup>142</sup> See, e.g., Federal Communications Commission, Fourteenth Broadband Deployment Report, available at <https://docs.fcc.gov/public/attachments/FCC-21-18A1.pdf>.

<sup>143</sup> See, e.g., Illinois Department of Commerce & Economic Opportunity, Broadband Grants, h (last visited May 9, 2021), <https://www2.illinois.gov/dceo/ConnectIllinois/Pages/BroadbandGrants.aspx>; Kansas Office of Broadband Development, Broadband Acceleration Grant, <https://www.kansascommerce.gov/wp-content/uploads/2020/11/Broadband-Acceleration-Grant.pdf> (last visited May 9, 2021); New York State Association of Counties, Universal Broadband: Deploying High Speed Internet Access in NYS (Jul. 2017), [https://www.nysac.org/files/BroadbandUpdateReport2017\(1\).pdf](https://www.nysac.org/files/BroadbandUpdateReport2017(1).pdf).

<sup>144</sup> This scalability threshold is consistent with scalability requirements used in other jurisdictions. *Id.*

<sup>145</sup> Federal Communications Commission, Broadband Speed Guide, <https://www.fcc.gov/consumers/guides/broadband-speed-guide> (last visited Apr. 30, 2021).

<sup>146</sup> Letter from Lisa R. Youngers, President and CEO of Fiber Broadband Association to FCC, WC Docket No. 19-126 (filed Jan. 3, 2020), including an Appendix with research from RVA LLC, *Data Review Of The Importance of Upload Speeds* (Jan. 2020), and Ookla speed test data, available at <https://ecfsapi.fcc.gov/file/101030085118517/FCC%20RDOP%20Jan%203%20Ex%20Parte.pdf>. Additional information on historic growth in data usage is provided in Schools, Health & Libraries Broadband Coalition, *Common Sense Solutions for Closing the Digital Divide*, Apr. 29, 2021.

<sup>147</sup> *Id.* See also United States's Mobile and Broadband internet Speeds—Speedtest Global Index, available at <https://www.speedtest.net/global-index/united-states#fixed>.

to create and share content using video sharing, video conferencing, and other applications.<sup>148</sup>

The increasing use of data accelerated markedly during the pandemic as households across the country became increasingly reliant on tools and applications that require greater internet capacity, both to download data but also to upload data. Sending information became as important as receiving it. A video consultation with a healthcare provider or participation by a child in a live classroom with a teacher and fellow students requires video to be sent and received simultaneously.<sup>149</sup> As an example, some video conferencing technology platforms indicate that download and upload speeds should be roughly equal to support two-way, interactive video meetings.<sup>150</sup> For both work and school, client materials or completed school assignments, which may be in the form of PDF files, videos, or graphic files, also need to be shared with others. This is often done by uploading materials to a collaboration site, and the upload speed available to a user can have a significant impact on the time it takes for the content to be shared with others.<sup>151</sup> These activities require significant capacity from home internet connections to both download and upload data, especially when there are multiple individuals in one household engaging in these activities simultaneously.

This need for increased broadband capacity during the pandemic was reflected in increased usage patterns seen over the last year. As OpenVault noted in recent advisories, the pandemic significantly increased the amount of data users consume. Among data users observed by OpenVault, per-subscriber average data usage for the fourth quarter of 2020 was 482.6 gigabytes per month, representing a 40 percent increase over the 344 gigabytes consumed in the fourth quarter of 2019 and a 26 percent increase over the third quarter 2020 average of 383.8

<sup>148</sup> *Id.*

<sup>149</sup> One high definition Zoom meeting or class requires approximately 3.8 Mbps/3.0 Mbps (up/down).

<sup>150</sup> See, e.g., Zoom, System Requirements for Windows, macOS, and Linux, [https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux#h\\_d278c327-e03d-4896-b19a-96a8f3c0c69c](https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux#h_d278c327-e03d-4896-b19a-96a8f3c0c69c) (last visited May 8, 2021).

<sup>151</sup> By one estimate, to upload a one gigabit video file to YouTube would take 15 minutes at an upload speed of 10 Mbps compared with 1 minute, 30 seconds at an upload speed of 100 Mbps, and 30 seconds at an upload speed of 300 Mbps. *Reviews.org*: What is Symmetrical internet? (March 2020).

gigabytes.<sup>152</sup> OpenVault also noted significant increases in upstream usage among the data users it observed, with upstream data usage growing 63 percent—from 19 gigabytes to 31 gigabytes—between December, 2019 and December, 2020.<sup>153</sup> According to an OECD Broadband statistic from June 2020, the largest percentage of U.S. broadband subscribers have services providing speeds between 100 Mbps and 1 Gbps.<sup>154</sup>

Jurisdictions and Federal programs are increasingly responding to the growing demands of their communities for both heightened download and upload speeds. For example, Illinois now requires 100 Mbps symmetrical service as the construction standard for its state broadband grant programs. This standard is also consistent with speed levels, particularly download speed levels, prioritized by other Federal programs supporting broadband projects. Bids submitted as part of the FCC in its Rural Digital Opportunity Fund (RDOF), established to support the construction of broadband networks in rural communities across the country, are given priority if they offer faster service, with the service offerings of 100 Mbps download and 20 Mbps upload being included in the “above baseline” performance tier set by the FCC.<sup>155</sup> The Broadband Infrastructure Program (BBIP)<sup>156</sup> of the Department of Commerce, which provides Federal funding to deploy broadband

<sup>152</sup> OVBI: Covid-19 Drove 15 percent Increase in Broadband Traffic in 2020, OpenVault, Quarterly Advisory, (Feb. 10, 2021), available at <https://openvault.com/ovbi-covid-19-drove-15-increase-in-broadband-traffic-in-2020>; See OpenVault’s data set incorporates information on usage by subscribers across multiple continents, including North America and Europe. Additional data and detail on increases in the amount of data users consume and the broadband speeds they are using is provided in *OpenVault Broadband Insights Report Q4*, Quarterly Advisory (Feb. 10, 2021), available at <https://openvault.com/complimentary-report-4q20/>.

<sup>153</sup> OVBI Special Report: 202 Upstream Growth Nearly 4X of Pre-Pandemic Years, OpenVault, Quarterly Advisory, (April 1, 2020), available at <https://openvault.com/ovbi-special-report-2020-upstream-growth-rate-nearly-4x-of-pre-pandemic-years/>; Additional data is provided in *OpenVault Broadband Insights Pandemic Impact on Upstream Broadband Usage and Network Capacity*, available at <https://openvault.com/upstream-whitepaper/>.

<sup>154</sup> Organisation for Economic Co-operation and Development, Fixed broadband subscriptions per 100 inhabitants, per speed tiers (June 2020), <https://www.oecd.org/sti/broadband/5.1-FixedBB-SpeedTiers-2020-06.xls> [www.oecd.org/sti/broadband-statistics](https://www.oecd.org/sti/broadband/broadband-statistics).

<sup>155</sup> *Rural Digital Opportunity Fund*, Report and Order, 35 FCC Rcd 686, 690, para. 9 (2020), available at <https://www.fcc.gov/document/fcc-launches-20-billion-rural-digital-opportunity-fund-0>.

<sup>156</sup> The BBIP was authorized by the Consolidated Appropriations Act, 2021, Section 905, Public Law 116–260, 134 Stat. 1182 (Dec. 27, 2020).

infrastructure to eligible service areas of the country also prioritizes projects designed to provide broadband service with a download speed of not less than 100 Mbps and an upload speed of not less than 20 Mbps.<sup>157</sup>

The 100 Mbps upload and download speeds will support the increased and growing needs of households and businesses. Recognizing that, in some instances, 100 Mbps upload speed may be impracticable due to geographical, topographical, or financial constraints, the interim final rule permits upload speeds of between at least 20 Mbps and 100 Mbps in such instances. To provide for investments that will accommodate technologies requiring symmetry in download and upload speeds, as noted above, eligible projects that are not designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical speeds of 100 Mbps because it would be impracticable to do so should be designed so that they can be scalable to such speeds. Recipients are also encouraged to prioritize investments in fiber optic infrastructure where feasible, as such advanced technology enables the next generation of application solutions for all communities.

Under the interim final rule, eligible projects are expected to focus on locations that are unserved or underserved. The interim final rule treats users as being unserved or underserved if they lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video telecommunications. This threshold is consistent with the FCC’s benchmark for an “advanced telecommunications capability.”<sup>158</sup> This threshold is also consistent with thresholds used in other Federal programs to identify eligible areas to be served by programs to improve broadband services. For example, in the FCC’s RDOF program, eligible areas include those without current (or already funded) access to terrestrial broadband service providing 25 Mbps download and 3 Mbps upload speeds.<sup>159</sup> The Department of Commerce’s BBIP also considers households to be “unserved” generally if they lack access to broadband service

<sup>157</sup> Section 905(d)(4) of the Consolidated Appropriations Act, 2021.

<sup>158</sup> *Deployment Report*, *supra* note 142.

<sup>159</sup> *Rural Digital Opportunity Fund*, *supra* note 156.



with a download speed of not less than 25 Mbps download and 3 Mbps upload, among other conditions. In selecting an area to be served by a project, recipients are encouraged to avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, in order to avoid duplication of efforts and resources.

Recipients are also encouraged to consider ways to integrate affordability options into their program design. To meet the immediate needs of unserved and underserved households and businesses, recipients are encouraged to focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile-connections. Treasury also encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to serving entire communities.

Under sections 602(c)(1)(A) and 603(c)(1)(A), assistance to households facing negative economic impacts due to COVID-19 is also an eligible use, including internet access or digital literacy assistance. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic.

*Question 22: What are the advantages and disadvantages of setting minimum symmetrical download and upload speeds of 100 Mbps? What other minimum standards would be appropriate and why?*

*Question 23: Would setting such a minimum be impractical for particular types of projects? If so, where and on what basis should those projects be identified? How could such a standard be set while also taking into account the practicality of using this standard in particular types of projects? In addition to topography, geography, and financial factors, what other constraints, if any, are relevant to considering whether an investment is impracticable?*

*Question 24: What are the advantages and disadvantages of setting a minimum level of service at 100 Mbps download and 20 Mbps upload in projects where it is impracticable to set minimum symmetrical download and upload speeds of 100 Mbps? What are the advantages and disadvantages of setting a scalability requirement in these cases? What other minimum standards would be appropriate and why?*

*Question 25: What are the advantages and disadvantages of focusing these investments on those without access to a wireline connection that reliably delivers 25 Mbps download by 3 Mbps upload? Would another threshold be appropriate and why?*

*Question 26: What are the advantages and disadvantages of setting any particular threshold for identifying unserved or underserved areas, minimum speed standards or scalability minimum? Are there other standards that should be set (e.g., latency)? If so, why and how? How can such threshold, standards, or minimum be set in a way that balances the public's interest in making sure that reliable broadband services meeting the daily needs of all Americans are available throughout the country with the providing recipients flexibility to meet the varied needs of their communities?*

### III. Restrictions on Use

As discussed above, recipients have considerable flexibility to use Fiscal Recovery Funds to address the diverse needs of their communities. To ensure that payments from the Fiscal Recovery Funds are used for these congressionally permitted purposes, the ARPA includes two provisions that further define the boundaries of the statute's eligible uses. Section 602(c)(2)(A) of the Act provides that States and territories may not "use the funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . or delays the imposition of any tax or tax increase." In addition, sections 602(c)(2)(B) and 603(c)(2) prohibit any recipient, including cities, nonentitlement units of government, and counties, from using Fiscal Recovery Funds for deposit into any pension fund. These restrictions support the use of funds for the congressionally permitted purposes described in Section II of this Supplementary Information by providing a backstop against the use of funds for purposes outside of the eligible use categories.

These provisions give force to Congress's clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute—(1) to respond to the public health emergency and its negative economic impacts, (2) to provide premium pay to essential workers, (3) to provide government services to the extent of eligible governments' revenue losses, and (4) to make necessary water, sewer, and broadband infrastructure investments—and not otherwise. These

four eligible uses reflect Congress's judgment that the Fiscal Recovery Funds should be expended in particular ways that support recovery from the COVID-19 public health emergency. The further restrictions reflect Congress's judgment that tax cuts and pension deposits do not fall within these eligible uses. The interim final rule describes how Treasury will identify when such uses have occurred and how it will recoup funds put toward these impermissible uses and, as discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, establishes a reporting framework for monitoring the use of Fiscal Recovery Funds for eligible uses.

#### A. Deposit Into Pension Funds

The statute provides that recipients may not use Fiscal Recovery Funds for "deposit into any pension fund." For the reasons discussed below, Treasury interprets "deposit" in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both:

1. The payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and
2. the payment occurs outside the recipient's regular timing for making such payments.

Under this interpretation, a "deposit" is distinct from a "payroll contribution," which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries.

As discussed above, eligible uses for premium pay and responding to the negative economic impacts of the COVID-19 public health emergency include hiring and compensating public sector employees. Interpreting the scope of "deposit" to exclude contributions that are part of payroll contributions is more consistent with these eligible uses and would reduce administrative burden for recipients. Accordingly, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans

(Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Treasury anticipates that this approach to employees' covered benefits will be comprehensive and, for employees whose wage and salary costs are eligible expenses, will allow all covered benefits listed in the previous paragraph to be eligible under the Fiscal Recovery Funds. Treasury expects that this will minimize the administrative burden on recipients by treating all the specified covered benefit types as eligible expenses, for employees whose wage and salary costs are eligible expenses.

*Question 27: Beyond a "deposit" and a "payroll contribution," are there other types of payments into a pension fund that Treasury should consider?*

#### *B. Offset a Reduction in Net Tax Revenue*

For States and territories (recipient governments<sup>160</sup>), section 602(c)(2)(A)—the offset provision—prohibits the use of Fiscal Recovery Funds to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation<sup>161</sup> during the covered period. If a State or territory uses Fiscal Recovery Funds to offset a reduction in net tax revenue, the ARPA provides that the State or territory must repay to the Treasury an amount equal to the lesser of (i) the amount of the applicable reduction attributable to the impermissible offset and (ii) the amount received by the State or territory under the ARPA. See Section IV of this

**SUPPLEMENTARY INFORMATION.** As discussed below Section IV of this **SUPPLEMENTARY INFORMATION**, a State or territory that chooses to use Fiscal Recovery Funds to offset a reduction in net tax revenue does not forfeit its entire allocation of Fiscal Recovery Funds (unless it misused the full allocation to offset a reduction in net tax revenue) or any non-ARPA funding received.

The interim final rule implements these conditions by establishing a framework for States and territories to determine the cost of changes in law, regulation, or interpretation that reduce tax revenue and to identify and value the sources of funds that will offset—

*i.e.*, cover the cost of—any reduction in net tax revenue resulting from such changes. A recipient government would only be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue resulting from changes in law, regulation, or interpretation if, and to the extent that, the recipient government could not identify sufficient funds from sources other than the Fiscal Recovery Funds to offset the reduction in net tax revenue. If sufficient funds from other sources cannot be identified to cover the full cost of the reduction in net tax revenue resulting from changes in law, regulation, or interpretation, the remaining amount not covered by these sources will be considered to have been offset by Fiscal Recovery Funds, in contravention of the offset provision. The interim final rule recognizes three sources of funds that may offset a reduction in net tax revenue other than Fiscal Recovery Funds—organic growth, increases in revenue (*e.g.*, an increase in a tax rate), and certain cuts in spending.

In order to reduce burden, the interim final rule's approach also incorporates the types of information and modeling already used by States and territories in their own fiscal and budgeting processes. By incorporating existing budgeting processes and capabilities, States and territories will be able to assess and evaluate the relationship of tax and budget decisions to uses of the Fiscal Recovery Funds based on information they likely have or can obtain. This approach ensures that recipient governments have the information they need to understand the implications of their decisions regarding the use of the Fiscal Recovery Funds—and, in particular, whether they are using the funds to directly or indirectly offset a reduction in net tax revenue, making them potentially subject to recoupment.

Reporting on both the eligible uses and on a State's or territory's covered tax changes that would reduce tax revenue will enable identification of, and recoupment for, use of Fiscal Recovery Funds to directly offset reductions in tax revenue resulting from tax relief. Moreover, this approach recognizes that, because money is fungible, even if Fiscal Recovery Funds are not explicitly or directly used to cover the costs of changes that reduce net tax revenue, those funds may be used in a manner inconsistent with the statute by indirectly being used to substitute for the State's or territory's funds that would otherwise have been needed to cover the costs of the reduction. By focusing on the cost of changes that reduce net tax revenue—and how a recipient government is

offsetting those reductions in constructing its budget over the covered period—the framework prevents efforts to use Fiscal Recovery Funds to indirectly offset reductions in net tax revenue for which the recipient government has not identified other offsetting sources of funding.

As discussed in greater detail below in this preamble, the framework set forth in the interim final rule establishes a step-by-step process for determining whether, and the extent to which, Fiscal Recovery Funds have been used to offset a reduction in net tax revenue. Based on information reported annually by the recipient government:

- First, each year, each recipient government will identify and value the changes in law, regulation, or interpretation that would result in a reduction in net tax revenue, as it would in the ordinary course of its budgeting process. The sum of these values in the year for which the government is reporting is the amount it needs to "pay for" with sources other than Fiscal Recovery Funds (total value of revenue reducing changes).

- Second, the interim final rule recognizes that it may be difficult to predict how a change would affect net tax revenue in future years and, accordingly, provides that if the total value of the changes in the year for which the recipient government is reporting is below a de minimis level, as discussed below, the recipient government need not identify any sources of funding to pay for revenue reducing changes and will not be subject to recoupment.

- Third, a recipient government will consider the amount of actual tax revenue recorded in the year for which they are reporting. If the recipient government's actual tax revenue is greater than the amount of tax revenue received by the recipient for the fiscal year ending 2019, adjusted annually for inflation, the recipient government will not be considered to have violated the offset provision because there will not have been a reduction in net tax revenue.

- Fourth, if the recipient government's actual tax revenue is less than the amount of tax revenue received by the recipient government for the fiscal year ending 2019, adjusted annually for inflation, in the reporting year the recipient government will identify any sources of funds that have been used to permissibly offset the total value of covered tax changes other than Fiscal Recovery Funds. These are:

- State or territory tax changes that would increase any source of general

<sup>160</sup> In this sub-section, "recipient governments" refers only to States and territories. In other sections, "recipient governments" refers more broadly to eligible governments receiving funding from the Fiscal Recovery Funds.

<sup>161</sup> For brevity, referred to as "changes in law, regulation, or interpretation" for the remainder of this preamble.



fund revenue, such as a change that would increase a tax rate; and

- Spending cuts in areas not being replaced by Fiscal Recovery Funds.

The recipient government will calculate the value of revenue reduction remaining after applying these sources of offsetting funding to the total value of revenue reducing changes—that is, how much of the tax change has not been paid for. The recipient government will then compare that value to the difference between the baseline and actual tax revenue. A recipient government will not be required to repay to the Treasury an amount that is greater than the recipient government's actual tax revenue shortfall relative to the baseline (*i.e.*, fiscal year 2019 tax revenue adjusted for inflation). This “revenue reduction cap,” together with Step 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue reductions.

- Finally, if there are any amounts that could be subject to recoupment, Treasury will provide notice to the recipient government of such amounts. This process is discussed in greater detail in Section IV of this

#### **SUPPLEMENTARY INFORMATION.**

Together, these steps allow Treasury to identify the amount of reduction in net tax revenue that both is attributable to covered changes and has been directly or indirectly offset with Fiscal Recovery Funds. This process ensures Fiscal Recovery Funds are used in a manner consistent with the statute's defined eligible uses and the offset provision's limitation on these eligible uses, while avoiding undue interference with State and territory decisions regarding tax and spending policies.

The interim final rule also implements a process for recouping Fiscal Recovery Funds that were used to offset reductions in net tax revenue, including the calculation of any amounts that may be subject to recoupment, a process for a recipient government to respond to a notice of recoupment, and clarification regarding amounts excluded from recoupment. See Section IV of this **SUPPLEMENTARY INFORMATION**.

The interim final rule includes several definitions that are applicable to the implementation of the offset provision.

**Covered change.** The offset provision is triggered by a reduction in net tax revenue resulting from “a change in law, regulation, or administrative interpretation.” A covered change includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute

or rule where the phase-in or taking effect was not prescribed prior to the start of the covered period. Changed administrative interpretations would not include corrections to replace prior inaccurate interpretations; such corrections would instead be treated as changes implementing legislation enacted or regulations issued prior to the covered period; the operative change in those circumstances is the underlying legislation or regulation that occurred prior to the covered period. Moreover, only the changes within the control of the State or territory are considered covered changes. Covered changes do not include a change in rate that is triggered automatically and based on statutory or regulatory criteria in effect prior to the covered period. For example, a state law that sets its earned income tax credit (EITC) at a fixed percentage of the Federal EITC will see its EITC payments automatically increase—and thus its tax revenue reduced—because of the Federal Government's expansion of the EITC in the ARPA.<sup>162</sup> This would not be considered a covered change. In addition, the offset provision applies only to actions for which the change in policy occurs during the covered period; it excludes regulations or other actions that implement a change or law substantively enacted prior to March 3, 2021. Finally, Treasury has determined and previously announced that income tax changes—even those made during the covered period—that simply conform with recent changes in Federal law (including those to conform to recent changes in Federal taxation of unemployment insurance benefits and taxation of loan forgiveness under the Paycheck Protection Program) are permissible under the offset provision.

**Baseline.** For purposes of measuring a reduction in net tax revenue, the interim final rule measures actual changes in tax revenue relative to a revenue baseline (baseline). The baseline will be calculated as fiscal year 2019 (FY 2019) tax revenue indexed for inflation in each year of the covered period, with inflation calculated using the Bureau of Economic Analysis's Implicit Price Deflator.<sup>163</sup>

FY 2019 was chosen as the starting year for the baseline because it is the last full fiscal year prior to the COVID-

19 public health emergency.<sup>164</sup> This baseline year is consistent with the approach directed by the ARPA in sections 602(c)(1)(C) and 603(c)(1)(C), which identify the “most recent full fiscal year of the [State, territory, or Tribal government] prior to the emergency” as the comparator for measuring revenue loss. U.S. gross domestic product is projected to rebound to pre-pandemic levels in 2021,<sup>165</sup> suggesting that an FY 2019 pre-pandemic baseline is a reasonable comparator for future revenue levels. The FY 2019 baseline revenue will be adjusted annually for inflation to allow for direct comparison of actual tax revenue in each year (reported in nominal terms) to baseline revenue in common units of measurement; without inflation adjustment, each dollar of reported actual tax revenue would be worth less than each dollar of baseline revenue expressed in 2019 terms.

**Reporting year.** The interim final rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021.

**Tax revenue.** The interim final rule's definition of “tax revenue” is based on the Census Bureau's definition of taxes, used for its Annual Survey of State Government Finances.<sup>166</sup> It provides a consistent, well-established definition with which States and territories will be familiar and is consistent with the approach taken in Section II.C of this **SUPPLEMENTARY INFORMATION** describing the implementation of sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, regarding revenue loss. Consistent with the approach described in Section II.C of this **SUPPLEMENTARY INFORMATION**, tax

<sup>164</sup> Using Fiscal Year 2019 is consistent with section 602 as Congress provided for using that baseline for determining the impact of revenue loss affecting the provision of government services. See section 602(c)(1)(C).

<sup>165</sup> Congressional Budget Office, An Overview of the Economic Outlook: 2021 to 2031 (February 1, 2021), available at <https://www.cbo.gov/publication/56965>.

<sup>166</sup> U.S. Census Bureau, Annual Survey of State and Local Government Finances Glossary, <https://www.census.gov/programs-surveys/state/about/glossary.html> (last visited Apr. 30, 2021).

<sup>162</sup> See, e.g., Tax Policy Center, How do state earned income tax credits work?, <https://www.taxpolicycenter.org/briefing-book/how-do-state-earned-income-tax-credits-work/> (last visited May 9, 2021).

<sup>163</sup> U.S. Department of Commerce, Bureau of Economic Analysis, GDP Price Deflator, <https://www.bea.gov/data/prices-inflation/gdp-price-deflator> (last visited May 9, 2021).

revenue does not include revenue taxed and collected by a different unit of government (e.g., revenue from taxes levied by a local government and transferred to a recipient government).

**Framework.** The interim final rule provides a step-by-step framework, to be used in each reporting year, to calculate whether the offset provision applies to a State's or territory's use of Fiscal Recovery Funds:

(1) *Covered changes that reduce tax revenue.* For each reporting year, a recipient government will identify and value covered changes that the recipient government predicts will have the effect of reducing tax revenue in a given reporting year, similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Further, estimation approaches should not use dynamic methodologies that incorporate the projected effects of macroeconomic growth because macroeconomic growth is accounted for separately in the framework. Relative to these dynamic scoring methodologies, scoring methodologies that do not incorporate projected effects of macroeconomic growth rely on fewer assumptions and thus provide greater consistency among States and territories. Dynamic scoring that incorporates macroeconomic growth may also increase the likelihood of underestimation of the cost of a reduction in tax revenue.

In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities. In addition, the approach of using the projected value of changes in law that enact fiscal policies to estimate the net effect of such policies is consistent with the way many States

and territories already consider tax changes.<sup>167</sup>

(2) *In excess of the de minimis.* The recipient government will next calculate the total value of all covered changes in the reporting year resulting in revenue reductions, identified in Step 1. If the total value of the revenue reductions resulting from these changes is below the de minimis level, the recipient government will be deemed not to have any revenue-reducing changes for the purpose of determining the recognized net reduction. If the total is above the de minimis level, the recipient government must identify sources of in-year revenue to cover the full costs of changes that reduce tax revenue.

The de minimis level is calculated as 1 percent of the reporting year's baseline. Treasury recognizes that, pursuant to their taxing authority, States and territories may make many small changes to alter the composition of their tax revenues or implement other policies with marginal effects on tax revenues. They may also make changes based on projected revenue effects that turn out to differ from actual effects, unintentionally resulting in minor revenue changes that are not fairly described as "resulting from" tax law changes. The de minimis level recognizes the inherent challenges and uncertainties that recipient governments face, and thus allows relatively small reductions in tax revenue without consequence. Treasury determined the 1 percent level by assessing the historical effects of state-level tax policy changes in state EITCs implemented to effect policy goals other than reducing net tax revenues.<sup>168</sup> The 1 percent de minimis level reflects the historical reductions in revenue due to minor changes in state fiscal policies.

(3) *Safe harbor.* The recipient government will then compare the reporting year's actual tax revenue to the baseline. If actual tax revenue is greater than the baseline, Treasury will deem the recipient government not to have any recognized net reduction for the reporting year, and therefore to be in a safe harbor and outside the ambit of the offset provision. This approach is consistent with the ARPA, which contemplates recoupment of Fiscal Recovery Funds only in the event that

such funds are used to offset a reduction in net tax revenue. If net tax revenue has not been reduced, this provision does not apply. In the event that actual tax revenue is above the baseline, the organic revenue growth that has occurred, plus any other revenue-raising changes, by definition must have been enough to offset the in-year costs of the covered changes.

(4) *Consideration of other sources of funding.* Next, the recipient government will identify and calculate the total value of changes that could pay for revenue reduction due to covered changes and sum these items. This amount can be used to pay for up to the total value of revenue-reducing changes in the reporting year. These changes consist of two categories:

(a) *Tax and other increases in revenue.* The recipient government must identify and consider covered changes in policy that the recipient government predicts will have the effect of increasing general revenue in a given reporting year. As when identifying and valuing covered changes that reduce tax revenue, the value of revenue-raising changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, aligned with the recipient government's existing approach for measuring the effects of fiscal policies, and measured relative to a current law baseline, or based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s). Further, and as discussed above, estimation approaches should not use dynamic scoring methodologies that incorporate the effects of macroeconomic growth because growth is accounted for separately under the interim final rule. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities.

(b) *Covered spending cuts.* A recipient government also may cut spending in certain areas to pay for covered changes that reduce tax revenue, up to the amount of the recipient government's net reduction in total spending as described below. These changes must be reductions in government outlays not in an area where the recipient government has spent Fiscal Recovery Funds. To better align with existing reporting and accounting, the interim final rule considers the department, agency, or

<sup>167</sup> See, e.g., Megan Randall & Kim Rueben, Tax Policy Center, Sustainable Budgeting in the States: Evidence on State Budget Institutions and Practices (Nov. 2017), available at [https://www.taxpolicycenter.org/sites/default/files/publication/149186/sustainable-budgeting-in-the-states\\_1.pdf](https://www.taxpolicycenter.org/sites/default/files/publication/149186/sustainable-budgeting-in-the-states_1.pdf).

<sup>168</sup> Data provided by the Urban-Brookings Tax Policy Center for state-level EITC changes for 2004–2017.



authority from which spending has been cut and whether the recipient government has spent Fiscal Recovery Funds on that same department, agency, or authority. This approach was selected to allow recipient governments to report how Fiscal Recovery Funds have been spent using reporting units already incorporated into their budgeting process. If they have not spent Fiscal Recovery Funds in a department, agency, or authority, the full amount of the reduction in spending counts as a covered spending cut, up to the recipient government's net reduction in total spending. If they have, the Fiscal Recovery Funds generally would be deemed to have replaced the amount of spending cut and only reductions in spending above the amount of Fiscal Recovery Funds spent on the department, agency, or authority would count.

To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient government must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). This approach ensures that reported spending cuts actually create fiscal space, rather than simply offsetting other spending increases. A net reduction in total spending is measured as the difference between total spending in each reporting year, excluding Fiscal Recovery Funds spent, relative to total spending for the recipient's fiscal year ending in 2019, adjusted for inflation. Measuring reductions in spending relative to 2019 reflects the fact that the fiscal space created by a spending cut persists so long as spending remains below its original level, even if it does not decline further, relative to the same amount of revenue. Measuring spending cuts from year to year would, by contrast, not recognize any available funds to offset revenue reductions unless spending continued to decline, failing to reflect the actual availability of funds created by a persistent change and limiting the discretion of States and territories. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Treasury chose this approach because while many recipient governments may score budget legislation using projections, spending cuts are readily observable using actual values.

This approach—allowing only spending reductions in areas where the recipient government has not spent Fiscal Recovery Funds to be used as an

offset for a reduction in net tax revenue—aims to prevent recipient governments from using Fiscal Recovery Funds to supplant State or territory funding in the eligible use areas, and then use those State or territory funds to offset tax cuts. Such an approach helps ensure that Fiscal Recovery Funds are not used to “indirectly” offset revenue reductions due to covered changes.

In order to help ensure recipient governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. If, over the course of the covered period, a spending cut is subsequently replaced with Fiscal Recovery Funds and used to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury may consider such change to be an evasion of the restrictions of the offset provision and seek recoupment of such amounts.

(5) *Identification of amounts subject to recoupment.* If a recipient government (i) reports covered changes that reduce tax revenue (Step 1); (ii) to a degree greater than the de minimis (Step 2); (iii) has experienced a reduction in net tax revenue (Step 3); and (iv) lacks sufficient revenue from other, permissible sources to pay for the entirety of the reduction (Step 4), then the recipient government will be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue, up to the amount that revenue has actually declined. That is, the maximum value of reduction in revenue due to covered changes which a recipient government must cover is capped at the difference between the baseline and actual tax revenue.<sup>169</sup> In the event that the baseline is above actual tax revenue and the difference between them is less than the sum of revenue reducing changes that are not paid for with other, permissible sources, organic revenue growth has implicitly offset a portion of the reduction. For example, if a recipient government reduces tax revenue by \$1 billion, makes no other changes, and experiences revenue growth driven by organic economic growth worth \$500 million, it need only pay for the remaining \$500 million with sources other than Fiscal Recovery Funds. The revenue reduction cap implements this

<sup>169</sup> This cap is applied in § 35.8(c) of the interim final rule, calculating the amount of funds used in violation of the tax offset provision.

approach for permitting organic revenue growth to cover the cost of tax cuts.

Finally, as discussed further in Section IV of this **SUPPLEMENTARY INFORMATION**, a recipient government may request reconsideration of any amounts identified as subject to recoupment under this framework. This process ensures that all relevant facts and circumstances, including information regarding planned spending cuts and budgeting assumptions, are considered prior to a determination that an amount must be repaid. Amounts subject to recoupment are calculated on an annual basis; amounts recouped in one year cannot be returned if the State or territory subsequently reports an increase in net tax revenue.

To facilitate the implementation of the framework above, and in addition to reporting required on eligible uses, in each year of the reporting period, each State and territory will report to Treasury the following items:

- Actual net tax revenue for the reporting year;
- Each revenue-reducing change made to date during the covered period and the in-year value of each change;
- Each revenue-raising change made to date during the covered period and the in-year value of each change;
- Each covered spending cut made to date during the covered period, the in-year value of each cut, and documentation demonstrating that each spending cut is covered as prescribed under the interim final rule;

Treasury will provide additional guidance and instructions the reporting requirements at a later date.

*Question 28: Does the interim final rule's definition of tax revenue accord with existing State and territorial practice and, if not, are there other definitions or elements Treasury should consider? Discuss why or why not.*

*Question 29: The interim final rule permits certain spending cuts to cover the costs of reductions in tax revenue, including cuts in a department, agency, or authority in which the recipient government is not using Fiscal Recovery Funds. How should Treasury and recipient governments consider the scope of a department, agency, or authority for the use of funds to ensure spending cuts are not being substituted with Fiscal Recovery Funds while also avoiding an overbroad definition of that captures spending that is, in fact, distinct?*

*Question 30: Discuss the budget scoring methodologies currently used by States and territories. How should the interim final rule take into consideration differences in approaches? Please discuss the use of*

practices including but not limited to macrodynamic scoring, microdynamic scoring, and length of budget windows.

*Question 31: If a recipient government has a balanced budget requirement, how will that requirement impact its use of Fiscal Recovery Funds and ability to implement this framework?*

*Question 32: To implement the framework described above, the interim final rule establishes certain reporting requirements. To what extent do recipient governments already produce this information and on what timeline? Discuss ways that Treasury and recipient governments may better rely on information already produced, while ensuring a consistent application of the framework.*

*Question 33: Discuss States' and territories' ability to produce the figures and numbers required for reporting under the interim final rule. What additional reporting tools, such as a standardized template, would facilitate States' and territories' ability to complete the reporting required under the interim final rule?*

#### C. Other Restrictions on Use

Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, payments from the Fiscal Recovery Funds may not be used to satisfy the State share of Medicaid.<sup>170</sup>

As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

#### D. Timeline for Use of Fiscal Recovery Funds

Section 602(c)(1) and section 603(c)(1) require that payments from the Fiscal Recovery Funds be used only to cover costs incurred by the State, territory, Tribal government, or local government by December 31, 2024. Similarly, the CARES Act provided that payments from the CRF be used to cover costs incurred by December 31, 2021.<sup>171</sup> The

definition of "incurred" does not have a clear meaning. With respect to the CARES Act, on the understanding that the CRF was intended to be used to meet relatively short-term needs, Treasury interpreted this requirement to mean that, for a cost to be considered to have been incurred, performance of the service or delivery of the goods acquired must occur by December 31, 2021. In contrast, the ARPA, passed at a different stage of the COVID-19 public health emergency, was intended to provide more general fiscal relief over a broader timeline. In addition, the ARPA expressly permits the use of Fiscal Recovery Funds for improvements to water, sewer, and broadband infrastructure, which entail a longer timeframe. In recognition of this, Treasury is interpreting the requirement in section 602 and section 603 that costs be incurred by December 31, 2024, to require only that recipients have obligated the Fiscal Recovery Funds by such date. The interim final rule adopts a definition of "obligation" that is based on the definition used for purposes of the Uniform Guidance, which will allow for uniform administration of this requirement and is a definition with which most recipients will be familiar.

Payments from the Fiscal Recovery Funds are grants provided to recipients to mitigate the fiscal effects of the COVID-19 public health emergency and to respond to the public health emergency, consistent with the eligible uses enumerated in sections 602(c)(1) and 603(c)(1).<sup>172</sup> As such, these funds are intended to provide economic stimulus in areas still recovering from the economic effects of the pandemic. In implementing and interpreting these provisions, including what it means to "respond to" the COVID-19 public health emergency, Treasury takes into consideration pre-pandemic facts and circumstances (e.g., average revenue growth prior to the pandemic) as well as impact of the pandemic that predate the enactment of the ARPA (e.g., replenishing Unemployment Trust balances drawn during the pandemic). While assessing the effects of the COVID-19 public health emergency necessarily takes into consideration the facts and circumstances that predate the ARPA, use of Fiscal Recovery Funds is forward looking.

As discussed above, recipients are permitted to use payments from the Fiscal Recovery Funds to respond to the public health emergency, to respond to workers performing essential work by providing premium pay or providing

grants to eligible employers, and to make necessary investments in water, sewer, or broadband infrastructure, which all relate to prospective uses. In addition, sections 602(c)(1)(C) and 603(c)(1)(C) permit recipients to use Fiscal Recovery Funds for the provision of government services. This clause provides that the amount of funds that may be used for this purpose is measured by reference to the reduction in revenue due to the public health emergency relative to revenues collected in the most recent full fiscal year, but this reference does not relate to the period during which recipients may use the funds, which instead refers to prospective uses, consistent with the other eligible uses.

Although as discussed above the eligible uses of payments from the Fiscal Recovery Funds are all prospective in nature, Treasury considers the beginning of the covered period for purposes of determining compliance with section 602(c)(2)(A) to be the relevant reference point for this purpose. The interim final rule thus permits funds to be used to cover costs incurred beginning on March 3, 2021. This aligns the period for use of Fiscal Recovery Funds with the period during which these funds may not be used to offset reductions in net tax revenue. Permitting Fiscal Recovery Funds to be used to cover costs incurred beginning on this date will also mean that recipients that began incurring costs in the anticipation of enactment of the ARPA and in advance of the issuance of this rule and receipt of payment from the Fiscal Recovery Funds would be able to cover them using these payments.<sup>173</sup>

As set forth in the award terms, the period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with payments from the Fiscal Recovery Funds.

#### IV. Recoupment Process

Under the ARPA, failure to comply with the restrictions on use contained in sections 602(c) and 603(c) of the Act may result in recoupment of funds.<sup>174</sup> The interim final rule implements these provisions by establishing a process for recoupment.

*Identification and Notice of Violations.* Failure to comply with the restrictions on use will be identified based on reporting provided by the

<sup>173</sup> Given the nature of this program, recipients will not be permitted to use funds to cover pre-award costs, i.e., those incurred prior to March 3, 2021.

<sup>174</sup> Sections 602(e) and 603(e) of the Act.

<sup>170</sup> See 42 CFR 433.51 and 45 CFR 75.306.

<sup>171</sup> Section 1001 of Division N of the Consolidated Appropriations Act, 2021 amended section 601(d)(3) of the Act by extending the end of the covered period for CRF expenditures from December 30, 2020 to December 31, 2021.

<sup>172</sup> Sections 602(a), 603(a), 602(c)(1) and 603(c)(1) of the Act.



recipient. As discussed further in Sections III.B and VIII of this **SUPPLEMENTARY INFORMATION**, Treasury will collect information regarding eligible uses on a quarterly basis and on the tax offset provision on an annual basis. Treasury also may consider other information in identifying a violation, such as information provided by members of the public. If Treasury identifies a violation, it will provide written notice to the recipient along with an explanation of such amounts.

**Request for Reconsideration.** Under the interim final rule, a recipient may submit a request for reconsideration of any amounts identified in the notice provided by Treasury. This reconsideration process provides a recipient the opportunity to submit additional information it believes supports its request in light of the notice of recoupment, including, for example, additional information regarding the recipient's use of Fiscal Recovery Funds or its tax revenues. The process also provides the Secretary with an opportunity to consider all information relevant to whether a violation has occurred, and if so, the appropriate amount for recoupment.

The interim final rule also establishes requirements for the timing of a request for reconsideration. Specifically, if a recipient wishes to request reconsideration of any amounts identified in the notice, the recipient must submit a written request for reconsideration to the Secretary within 60 calendar days of receipt of such notice. The request must include an explanation of why the recipient believes that the finding of a violation or recoupable amount identified in the notice of recoupment should be reconsidered. To facilitate the Secretary's review of a recipient's request for reconsideration, the request should identify all supporting reasons for the request. Within 60 calendar days of receipt of the recipient's request for reconsideration, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

The process and timeline established by the interim final rule are intended to provide the recipient with an adequate opportunity to fully present any issues or arguments in response to the notice of recoupment.<sup>175</sup> This process will allow the Secretary to respond to the

issues and considerations raised in the request for reconsideration taking into account the information and arguments presented by the recipient along with any other relevant information.

**Repayment.** Finally, the interim final rule provides that any amounts subject to recoupment must be repaid within 120 calendar days of receipt of any final notice of recoupment or, if the recipient has not requested reconsideration, within 120 calendar days of the initial notice provided by the Secretary.

*Question 34: Discuss the timeline for requesting reconsideration under the interim final rule. What, if any, challenges does this timeline present?*

#### **V. Payments in Tranches to Local Governments and Certain States**

Section 603 of the Act provides that the Secretary will make payments to local governments in two tranches, with the second tranche being paid twelve months after the first payment. In addition, section 602(b)(6)(A)(ii) provides that the Secretary may withhold payment of up to 50 percent of the amount allocated to each State and territory for a period of up to twelve months from the date on which the State or territory provides its certification to the Secretary. Any such withholding for a State or territory is required to be based on the unemployment rate in the State or territory as of the date of the certification.

The Secretary has determined to provide in this interim final rule for withholding of 50 percent of the amount of Fiscal Recovery Funds allocated to all States (and the District of Columbia) other than those with an unemployment rate that is 2.0 percentage points or more above its pre-pandemic (*i.e.*, February 2020) level. The Secretary will refer to the latest available monthly data from the Bureau of Labor Statistics as of the date the certification is provided. Based on data available at the time of public release of this interim final rule, this threshold would result in a majority of States being paid in two tranches.

Splitting payments for the majority of States is consistent with the requirement in section 603 of the Act to make payments from the Coronavirus Local Fiscal Recovery Fund to local governments in two tranches.<sup>176</sup>

<sup>176</sup> With respect to Federal financial assistance more generally, States are subject to the requirements of the Cash Management Improvement Act (CMIA), under which Federal funds are drawn upon only on an as needed basis and States are required to remit interest on unused balances to Treasury. Given the statutory requirement for Treasury to make payments to States within a certain period, these requirements

Splitting payments to States into two tranches will help encourage recipients to adapt, as necessary, to new developments that could arise over the coming twelve months, including potential changes to the nature of the public health emergency and its negative economic impacts. While the U.S. economy has been recovering and adding jobs in aggregate, there is still considerable uncertainty in the economic outlook and the interaction between the pandemic and the economy.<sup>177</sup> For these reasons, Treasury believes it will be appropriate for a majority of recipients to adapt their plans as the recovery evolves. For example, a faster-than-expected economic recovery in 2021 could lead a recipient to dedicate more Fiscal Recovery Funds to longer-term investments starting in 2022. In contrast, a slower-than-expected economic recovery in 2021 could lead a recipient to use additional funds for near-term stimulus in 2022.

At the same time, the statute contemplates the possibility that elevated unemployment in certain States could justify a single payment. Elevated unemployment is indicative of a greater need to assist unemployed workers and stimulate a faster economic recovery. For this reason, the interim final rule provides that States and territories with an increase in their unemployment rate over a specified threshold may receive a single payment, with the expectation that a single tranche will better enable these States and territories to take additional immediate action to aid the unemployed and strengthen their economies.

Following the initial pandemic-related spike in unemployment in 2020, States' unemployment rates have been trending back towards pre-pandemic levels. However, some States' labor markets are healing more slowly than others. Moreover, States varied widely in their pre-pandemic levels of unemployment, and some States remain substantially further from their pre-

of the CMIA and Treasury's implementing regulations at 31 CFR part 205 will not apply to payments from the Fiscal Recovery Funds. Providing funding in two tranches to the majority of States reflects, to the maximum extent permitted by section 602 of the Act, the general principles of Federal cash management and stewardship of Federal funding, yet will be much less restrictive than the usual requirements to which States are subject.

<sup>177</sup> The potential course of the virus, and its impact on the economy, has contributed to a heightened degree of uncertainty relative to prior periods. *See, e.g.*, Dave Altig et al., Economic uncertainty before and during the COVID-19 pandemic, *J. of Public Econ.* (Nov. 2020), available at <https://www.sciencedirect.com/science/article/abs/pii/S0047272720301389>.

<sup>175</sup> The interim final rule also provides that Treasury may extend any deadlines.

pandemic starting point. Consequently, Treasury is delineating States with significant remaining elevation in the unemployment rate, based on the net difference to pre-pandemic levels.

Treasury has established that significant remaining elevation in the unemployment rate is a net change in the unemployment rate of 2.0 percentage points or more relative to pre-pandemic levels. In the four previous recessions going back to the early 1980s, the national unemployment rate rose by 3.6, 2.3, 2.0, and 5.0 percentage points, as measured from the start of the recession to the eventual peak during or immediately following the recession.<sup>178</sup> Each of these increases can therefore represent a recession's impact on unemployment. To identify States with significant remaining elevation in unemployment, Treasury took the lowest of these four increases, 2.0 percentage points, to indicate states where, despite improvement in the unemployment rate, current labor market conditions are consistent still with a historical benchmark for a recession.

No U.S. territory will be subject to withholding of its payment from the Fiscal Recovery Funds. For Puerto Rico, the Secretary has determined that the current level of the unemployment rate (8.8 percent, as of March 2021<sup>179</sup>) is sufficiently high such that Treasury should not withhold any portion of its payment from the Fiscal Recovery Funds regardless of its change in unemployment rate relative to its pre-pandemic level. For U.S. territories that are not included in the Bureau of Labor Statistics' monthly unemployment rate data, the Secretary will not exercise the authority to withhold amounts from the Fiscal Recovery Funds.

## VI. Transfer

The statute authorizes State, territorial, and Tribal governments; counties; metropolitan cities; and nonentitlement units of local government (counties, metropolitan

cities, and nonentitlement units of local government are collectively referred to as "local governments") to transfer amounts paid from the Fiscal Recovery Funds to a number of specified entities. By permitting these transfers, Congress recognized the importance of providing flexibility to governments seeking to achieve the greatest impact with their funds, including by working with other levels or units of government or private entities to assist recipient governments in carrying out their programs. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts.

Specifically, under section 602(c)(3), a State, territory, or Tribal government may transfer funds to a "private nonprofit organization . . . a Tribal organization . . . a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government."<sup>180</sup> Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations).

The interim final rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive. The interim final rule permits State, territorial, and Tribal governments to transfer Fiscal Recovery Funds to other constituent units of government or private entities beyond those specified in the statute. Similarly, local governments are authorized to transfer Fiscal Recovery Funds to other constituent units of government (*e.g.*, a county is able to transfer Fiscal Recovery Funds to a city, town, or school district within it) or to private entities. This approach is intended to help provide funding to local governments with needs that may exceed the allocation provided under the statutory formula.

State, local, territorial, and Tribal governments that receive a Federal award directly from a Federal awarding agency, such as Treasury, are "recipients." A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be a subrecipient. Subrecipients are entities that receive a subaward from a recipient to carry out a program or project on behalf of the recipient with the recipient's Federal award funding. The recipient remains responsible for monitoring and overseeing the subrecipient's use of Fiscal Recovery Funds and other activities related to the award to ensure that the subrecipient complies with the statutory and

regulatory requirements and the terms and conditions of the award. Recipients also remain responsible for reporting to Treasury on their subrecipients' use of payments from the Fiscal Recovery Funds for the duration of the award.

Transfers under sections 602(c)(3) and 603(c)(3) must qualify as an eligible use of Fiscal Recovery Funds by the transferor. Once Fiscal Recovery Funds are received, the transferee must abide by the restrictions on use applicable to the transferor under the ARPA and other applicable law and program guidance. For example, if a county transferred Fiscal Recovery Funds to a town within its borders to respond to the COVID-19 public health emergency, the town would be bound by the eligible use requirements applicable to the county in carrying out the county's goal. This also means that county A may not transfer Fiscal Recovery Funds to county B for use in county B because such a transfer would not, from the perspective of the transferor (county A), be an eligible use in county A.

Section 603(c)(4) separately provides for transfers by a local government to its State or territory. A transfer under section 603(c)(4) will not make the State a subrecipient of the local government, and such Fiscal Recovery Funds may be used by the State for any purpose permitted under section 602(c). A transfer under section 603(c)(4) will result in a cancellation or termination of the award on the part of the transferor local government and a modification of the award to the transferee State or territory. The transferor must provide notice of the transfer to Treasury in a format specified by Treasury. If the local government does not provide such notice, it will remain legally obligated to Treasury under the award and remain responsible for ensuring that the awarded Fiscal Recovery Funds are being used in accordance with the statute and program guidance and for reporting on such uses to Treasury. A State that receives a transfer from a local government under section 603(c)(4) will be bound by all of the use restrictions set forth in section 602(c) with respect to the use of those Fiscal Recovery Funds, including the prohibitions on use of such Fiscal Recovery Funds to offset certain reductions in taxes or to make deposits into pension funds.

*Question 35: What are the advantages and disadvantages of treating the list of transferees in sections 602(c)(3) and 603(c)(3) as nonexclusive, allowing States and localities to transfer funds to entities outside of the list?*

*Question 36: Are there alternative ways of defining "special-purpose unit of State or local government" and*

<sup>178</sup> Includes the period during and immediately following recessions, as defined by the National Bureau of Economic Research. National Bureau of Economic Research, US Business Cycle Expansions and Contractions, <https://www.nber.org/research/data/us-business-cycle-expansions-and-contractions> (last visited Apr. 27, 2021). Based on data from U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/UNRATE> (last visited Apr. 27, 2021).

<sup>179</sup> U.S. Bureau of Labor Statistics, Economic News Release—Table 1. Civilian labor force and unemployment by state and selected area, seasonally adjusted, <https://www.bls.gov/news.release/laus.t01.htm> (last visited Apr. 30, 2021).

<sup>180</sup> Section 602(c)(3) of the Act.

*“public benefit corporation” that would better further the aims of the Funds?*

## VII. Nonentitlement Units of Government

The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs); local governments which generally have populations below 50,000. These local governments have not yet received direct fiscal relief from the Federal Government during the COVID-19 public health emergency, making Fiscal Recovery Funds payments an important source of support for their public health and economic responses. Section 603 requires Treasury to allocate and pay Fiscal Recovery Funds to the States and territories and requires the States and territories to distribute Fiscal Recovery Funds to NEUs based on population within 30 days of receipt unless an extension is granted by the Secretary. The interim final rule clarifies certain aspects regarding the distribution of Fiscal Recovery by States and territories to NEUs, as well as requirements around timely payments from the Fiscal Recovery Funds.

The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory, subject to a cap (described below). Because the statute requires States and territories to make distributions based on population, States and territories may not place additional conditions or requirements on distributions to NEUs, beyond those required by the ARPA and Treasury’s implementing regulations and guidance. For example, a State may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU’s use of Fiscal Recovery Funds based on the NEU’s proposed spending plan or other policies. States and territories are also not permitted to offset any debt owed by the NEU against the NEU’s distribution. Further, States and territories may not provide funding on a reimbursement basis—*e.g.*, requiring NEUs to pay for project costs up front before being reimbursed with Fiscal Recovery Funds payments—because this funding model would not comport with the statutory requirement that States and territories make distributions to NEUs within the statutory timeframe.

Similarly, States and territories distributing Fiscal Recovery Funds payments to NEUs are responsible for

complying with the Fiscal Recovery Funds statutory requirement that distributions to NEUs not exceed 75 percent of the NEU’s most recent budget. The most recent budget is defined as the NEU’s most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. Amounts in excess of such cap and therefore not distributed to the NEU must be returned to Treasury by the State or territory. States and territories may rely for this determination on a certified top-line budget total from the NEU.

Under the interim final rule, the total allocation and distribution to an NEU, including the sum of both the first and second tranches of funding, cannot exceed the 75 percent cap. States and territories must permit NEUs without formal budgets as of January 27, 2020 to self-certify their most recent annual expenditures as of January 27, 2020 for the purpose of calculating the cap. This approach will provide an administrable means to implement the cap for small local governments that do not adopt a formal budget.

Section 603(b)(3) of the Social Security Act provides for Treasury to make payments to counties but provides that, in the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county. As with NEUs, States may not place additional conditions or requirements on distributions to such units of general local government, beyond those required by the ARPA and Treasury’s implementing regulations and guidance.

In the case of consolidated governments, section 603(b)(4) allows consolidated governments (*e.g.*, a city-county consolidated government) to receive payments under each allocation based on the respective formulas. In the case of a consolidated government, Treasury interprets the budget cap to apply to the consolidated government’s NEU allocation under section 603(b)(2) but not to the consolidated government’s county allocation under section 603(b)(3).

If necessary, States and territories may use the Fiscal Recovery Funds under section 602(c)(1)(A) to fund expenses related to administering payments to NEUs and units of general local

government, as disbursing these funds itself is a response to the public health emergency and its negative economic impacts. If a State or territory requires more time to disburse Fiscal Recovery Funds to NEUs than the allotted 30 days, Treasury will grant extensions of not more than 30 days for States and territories that submit a certification in writing in accordance with section 603(b)(2)(C)(ii)(I). Additional extensions may be granted at the discretion of the Secretary.

*Question 37: What are alternative ways for States and territories to enforce the 75 percent cap while reducing the administrative burden on them?*

*Question 38: What criteria should Treasury consider in assessing requests for extensions for further time to distribute NEU payments?*

## VIII. Reporting

States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award period on December 31, 2026. The interim report will include a recipient’s expenditures by category at the summary level from the date of award to July 31, 2021 and, for States and territories, information related to distributions to nonentitlement units. Recipients must submit their interim report to Treasury by August 31, 2021. Nonentitlement units of local government are not required to submit an interim report.

The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient’s utilization of the award funds. The reports will include the same general data (*e.g.*, on obligations, expenditures, contracts, grants, and subawards) as those submitted by recipients of the CRF, with some modifications. Modifications will include updates to the expenditure categories and the addition of data elements related to specific eligible uses, including some of the reporting elements described in sections above. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021, and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Nonentitlement units of local government will be required to submit



annual Project and Expenditure reports until the end of the award period on December 31, 2026. The initial annual Project and Expenditure report for nonentitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will provide the public and Treasury information on the projects that recipients are undertaking with program funding and how they are planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner. Each jurisdiction will have some flexibility in terms of the form and content of the Recovery Plan Performance report, as long as it includes the minimum information required by Treasury. The Recovery Plan Performance report will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as well as programmatic data in specific eligible use categories and the specific reporting requirements described in the sections above. The initial Recovery Plan Performance report will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, Recovery Plan Performance reports will cover a 12-month period, and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022, and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and nonentitlement units of local government are not required to develop a Recovery Plan Performance report.

Treasury will provide additional guidance and instructions on the reporting requirements outlined above for the Fiscal Recovery Funds at a later date.

## IX. Comments and Effective Date

This interim final rule is being issued without advance notice and public comment to allow for immediate implementation of this program. As

discussed below, the requirements of advance notice and public comment do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.”<sup>181</sup> The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. In addition and as discussed below, the Administrative Procedure Act also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.”<sup>182</sup> This good cause justification also supports waiver of the 60-day delayed effective date for major rules under the Congressional Review Act at 5 U.S.C. 808(2). Although this interim final rule is effective immediately, comments are solicited from interested members of the public and from recipient governments on all aspects of the interim final rule.

These comments must be submitted on or before July 16, 2021.

## X. Regulatory Analyses

### *Executive Orders 12866 and 13563*

This interim final rule is economically significant for the purposes of Executive Orders 12866 and 13563. Treasury, however, is proceeding under the emergency provision at Executive Order 12866 section 6(a)(3)(D) based on the need to act expeditiously to mitigate the current economic conditions arising from the COVID-19 public health emergency. The rule has been reviewed by the Office of Management and Budget (OMB) in accordance with Executive Order 12866. This rule is necessary to implement the ARPA in order to provide economic relief to State, local, and Tribal governments adversely impacted by the COVID-19 public health emergency.

Under Executive Order 12866, OMB must determine whether this regulatory action is “significant” and, therefore, subject to the requirements of the Executive Order and subject to review by OMB. Section 3(f) of Executive Order 12866 defines a significant regulatory

action as an action likely to result in a rule that may:

(1) Have an annual effect on the economy of \$100 million or more, or adversely affect a sector of the economy; productivity; competition; jobs; the environment; public health or safety; or State, local, or Tribal governments or communities in a material way (also referred to as “economically significant” regulations);

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impacts of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President’s priorities, or the principles stated in the Executive order.

This regulatory action is an economically significant regulatory action subject to review by OMB under section 3(f) of Executive Order 12866. Treasury has also reviewed these regulations under Executive Order 13563, which supplements and explicitly reaffirms the principles, structures, and definitions governing regulatory review established in Executive Order 12866. To the extent permitted by law, section 1(b) of Executive Order 13563 requires that an agency:

(1) Propose or adopt regulations only upon a reasoned determination that their benefits justify their costs (recognizing that some benefits and costs are difficult to quantify);

(2) Tailor its regulations to impose the least burden on society, consistent with obtaining regulatory objectives taking into account, among other things, and to the extent practicable, the costs of cumulative regulations;

(3) Select, in choosing among alternative regulatory approaches, those approaches that maximize net benefits (including potential economic, environmental, public health and safety, and other advantages; distributive impacts; and equity);

(4) To the extent feasible, specify performance objectives, rather than the behavior or manner of compliance a regulated entity must adopt; and

(5) Identify and assess available alternatives to direct regulation, including providing economic incentives—such as user fees or marketable permits—to encourage the desired behavior, or providing information that enables the public to make choices.

Executive Order 13563 also requires an agency “to use the best available

<sup>181</sup> 5 U.S.C. 553(a)(2).

<sup>182</sup> 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”).



techniques to quantify anticipated present and future benefits and costs as accurately as possible.” OMB’s Office of Information and Regulatory Affairs (OIRA) has emphasized that these techniques may include “identifying changing future compliance costs that might result from technological innovation or anticipated behavioral changes.”

Treasury has assessed the potential costs and benefits, both quantitative and qualitative, of this regulatory action, and is issuing this interim final rule only on a reasoned determination that the benefits exceed the costs. In choosing among alternative regulatory approaches, Treasury selected those approaches that would maximize net benefits. Based on the analysis that follows and the reasons stated elsewhere in this document, Treasury believes that this interim final rule is consistent with the principles set forth in Executive Order 13563.

Treasury also has determined that this regulatory action does not unduly interfere with States, territories, Tribal governments, and localities in the exercise of their governmental functions.

This Regulatory Impact Analysis discusses the need for regulatory action, the potential benefits, and the potential costs.

**Need for Regulatory Action.** This interim final rule implements the \$350 billion Fiscal Recovery Funds of the ARPA, which Congress passed to help States, territories, Tribal governments, and localities respond to the ongoing COVID-19 public health emergency and its economic impacts. As the agency charged with execution of these programs, Treasury has concluded that this interim final rule is needed to ensure that recipients of Fiscal Recovery Funds fully understand the requirements and parameters of the program as set forth in the statute and deploy funds in a manner that best reflects Congress’ mandate for targeted fiscal relief.

This interim final rule is primarily a transfer rule: It transfers \$350 billion in aid from the Federal Government to states, territories, Tribal governments, and localities, generating a significant macroeconomic effect on the U.S. economy. In making this transfer, Treasury has sought to implement the program in ways that maximize its potential benefits while minimizing its costs. It has done so by aiming to target relief in key areas according to the congressional mandate; offering clarity to States, territories, Tribal governments, and localities while maintaining their flexibility to respond

to local needs; and limiting administrative burdens.

**Analysis of Benefits.** Relative to a pre-statutory baseline, the Fiscal Recovery Funds provide a combined \$350 billion to State, local, and Tribal governments for fiscal relief and support for costs incurred responding to the COVID-19 pandemic. Treasury believes that this transfer will generate substantial additional economic activity, although given the flexibility accorded to recipients in the use of funds, it is not possible to precisely estimate the extent to which this will occur and the timing with which it will occur. Economic research has demonstrated that state fiscal relief is an efficient and effective way to mitigate declines in jobs and output during an economic downturn.<sup>183</sup> Absent such fiscal relief, fiscal austerity among State, local, and Tribal governments could exert a prolonged drag on the overall economic recovery, as occurred following the 2007–09 recession.<sup>184</sup>

This interim final rule provides benefits across several areas by implementing the four eligible funding uses, as defined in statute: Strengthening the response to the COVID-19 public health emergency and its economic impacts; easing fiscal pressure on State, local, and Tribal governments that might otherwise lead to harmful cutbacks in employment or government services; providing premium pay to essential workers; and making necessary investments in certain types of infrastructure. In implementing the ARPA, Treasury also sought to support disadvantaged communities that have been disproportionately impacted by the pandemic. The Fiscal Recovery Funds as implemented by the interim final rule can be expected to channel resources toward these uses in order to achieve substantial near-term economic and public health benefits, as well as longer-term benefits arising from the allowable investments in water, sewer, and broadband infrastructure and aid to families.

<sup>183</sup> Gabriel Chodorow-Reich et al., Does State Fiscal Relief during Recessions Increase Employment? Evidence from the American Recovery and Reinvestment Act, *American Econ. J.: Econ. Policy*, 4:3 118–45 (Aug. 2012), available at <https://www.aeaweb.org/articles?id=10.1257/pol.4.3.118>.

<sup>184</sup> See, e.g., Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

These benefits are achieved in the interim final rule through a broadly flexible approach that sets clear guidelines on eligible uses of Fiscal Recovery Funds and provides State, local, and Tribal government officials discretion within those eligible uses to direct Fiscal Recovery Funds to areas of greatest need within their jurisdiction. While preserving recipients’ overall flexibility, the interim final rule includes several provisions that implement statutory requirements and will help support use of Fiscal Recovery Funds to achieve the intended benefits. The remainder of this section clarifies how Treasury’s approach to key provisions in the interim final rule will contribute to greater realization of benefits from the program.

- **Revenue Loss:** Recipients will compute the extent of reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic. The counterfactual trend begins with the last full fiscal year prior to the public health emergency (as required by statute) and projects forward with an annualized growth adjustment. Treasury’s decision to incorporate a growth adjustment into the calculation of revenue loss ensures that the formula more fully captures revenue shortfalls relative to recipients’ pre-pandemic expectations. Moreover, recipients will have the opportunity to re-calculate revenue loss at several points throughout the program, recognizing that some recipients may experience revenue effects with a lag. This option to re-calculate revenue loss on an ongoing basis should result in more support for recipients to avoid harmful cutbacks in future years. In calculating revenue loss, recipients will look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, Treasury’s approach provides a more accurate representation of the effect of the pandemic on overall revenues.

- **Premium Pay:** Per the statute, recipients have broad latitude to designate critical infrastructure sectors and make grants to third-party employers for the purpose of providing premium pay or otherwise respond to essential workers. While the interim final rule generally preserves the flexibility in the statute, it does add a requirement that recipients give written justification in the case that premium pay would increase a worker’s annual pay above a certain threshold. To set this threshold, Treasury analyzed data

from the Bureau of Labor Statistics to determine a level that would not require further justification for premium pay to the vast majority of essential workers, while requiring higher scrutiny for provision of premium pay to higher-earners who, even without premium pay, would likely have greater personal financial resources to cope with the effects of the pandemic. Treasury believes the threshold in the interim final rule strikes the appropriate balance between preserving flexibility and helping encourage use of these resources to help those in greatest need. The interim final rule also requires that eligible workers have regular in-person interactions or regular physical handling of items that were also handled by others. This requirement will also help encourage use of financial resources for those who have endured the heightened risk of performing essential work.

- *Withholding of Payments to Recipients:* Treasury believes that for the vast majority of recipient entities, it will be appropriate to receive funds in two separate payments. As discussed above, withholding of payments ensures that recipients can adapt spending plans to evolving economic conditions and that at least some of the economic benefits will be realized in 2022 or later. However, consistent with authorities granted to Treasury in the statute, Treasury recognizes that a subset of States with significant remaining elevation in the unemployment rate could face heightened additional near-term needs to aid unemployed workers and stimulate the recovery. Therefore, for a subset of State governments, Treasury will not withhold any funds from the first payment. Treasury believes that this approach strikes the appropriate balance between the general reasons to provide funds in two payments and the heightened additional near-term needs in specific States. As discussed above, Treasury set a threshold based on historical analysis of unemployment rates in recessions.

- *Hiring Public Sector Employees:* The interim final rule states explicitly that recipients may use funds to restore their workforces up to pre-pandemic levels. Treasury believes that this statement is beneficial because it eliminates any uncertainty that could cause delays or otherwise negatively impact restoring public sector workforces (which, at time of publication, remain significantly below pre-pandemic levels).

Finally, the interim final rule aims to promote and streamline the provision of assistance to individuals and communities in greatest need,

particularly communities that have been historically disadvantaged and have experienced disproportionate impacts of the COVID-19 crisis. Targeting relief is in line with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government,” which laid out an Administration-wide priority to support “equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.”<sup>185</sup> To this end, the interim final rule enumerates a list of services that may be provided using Fiscal Recovery Funds in low-income areas to address the disproportionate impacts of the pandemic in these communities; establishes the characteristics of essential workers eligible for premium pay and encouragement to serve workers based on financial need; provides that recipients may use Fiscal Recovery Funds to restore (to pre-pandemic levels) state and local workforces, where women and people of color are disproportionately represented;<sup>186</sup> and targets investments in broadband infrastructure to unserved and underserved areas. Collectively, these provisions will promote use of resources to facilitate the provision of assistance to individuals and communities with the greatest need.

*Analysis of Costs.* This regulatory action will generate administrative costs relative to a pre-statutory baseline. This includes, chiefly, costs required to administer Fiscal Recovery Funds, oversee subrecipients and beneficiaries, and file periodic reports with Treasury. It also requires States to allocate Fiscal Recovery Funds to nonentitlement units, which are smaller units of local government that are statutorily required to receive their funds through States.

Treasury expects that the administrative burden associated with this program will be moderate for a grant program of its size. Treasury expects that most recipients receive direct or indirect funding from Federal Government programs and that many

have familiarity with how to administer and report on Federal funds or grant funding provided by other entities. In particular, States, territories, and large localities will have received funds from the CRF and Treasury expects them to rely heavily on established processes developed last year or through prior grant funding, mitigating burden on these governments.

Treasury expects to provide technical assistance to defray the costs of administration of Fiscal Recovery Funds to further mitigate burden. In making implementation choices, Treasury has hosted numerous consultations with a diverse range of direct recipients—States, small cities, counties, and Tribal governments—along with various communities across the United States, including those that are underserved. Treasury lacks data to estimate the precise extent to which this interim final rule generates administrative burden for State, local, and Tribal governments, but seeks comment to better estimate and account for these costs, as well as on ways to lessen administrative burdens.

#### *Executive Order 13132*

Executive Order 13132 (entitled Federalism) prohibits an agency from publishing any rule that has federalism implications if the rule either imposes substantial, direct compliance costs on State, local, and Tribal governments, and is not required by statute, or preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive order. This interim final rule does not have federalism implications within the meaning of the Executive order and does not impose substantial, direct compliance costs on State, local, and Tribal governments or preempt state law within the meaning of the Executive order. The compliance costs are imposed on State, local, and Tribal governments by sections 602 and 603 of the Social Security Act, as enacted by the ARPA. Notwithstanding the above, Treasury has engaged in efforts to consult and work cooperatively with affected State, local, and Tribal government officials and associations in the process of developing the interim final rule. Pursuant to the requirements set forth in section 8(a) of Executive Order 13132, Treasury certifies that it has complied with the requirements of Executive Order 13132.

#### *Administrative Procedure Act*

The Administrative Procedure Act (APA), 5 U.S.C. 551 *et seq.*, generally requires public notice and an opportunity for comment before a rule

<sup>185</sup> Executive Order on Advancing Racial Equity and Support for Underserved Communities through the Federal Government (Jan. 20, 2021) (86 FR 7009, January 25, 2021), <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/> (last visited May 9, 2021).

<sup>186</sup> David Cooper, Mary Gable & Algernon Austin, Economic Policy Institute Briefing Paper, The Public-Sector Jobs Crisis: Women and African Americans hit hardest by job losses in state and local governments, <https://www.epi.org/publication/bp339-public-sector-jobs-crisis> (last visited May 9, 2021).

becomes effective. However, the APA provides that the requirements of 5 U.S.C. 553 do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.” The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. The rule is thus “both clearly and directly related to a federal grant program.” *National Wildlife Federation v. Snow*, 561 F.2d 227, 232 (D.C. Cir. 1976). The rule sets forth the “process necessary to maintain state . . . eligibility for federal funds,” *id.*, as well as the “method[s] by which states can . . . qualify for federal aid,” and other “integral part[s] of the grant program,” *Center for Auto Safety v. Tiemann*, 414 F. Supp. 215, 222 (D.D.C. 1976). As a result, the requirements of 5 U.S.C. 553 do not apply.

The APA also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.” 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”). Assuming 5 U.S.C. 553 applied, Treasury would still have good cause under sections 553(b)(3)(B) and 553(d)(3) for not undertaking section 553’s requirements. The ARPA is a law responding to a historic economic and

public health emergency; it is “extraordinary” legislation about which “both Congress and the President articulated a profound sense of ‘urgency.’” *Petry v. Block*, 737 F.2d 1193, 1200 (D.C. Cir. 1984). Indeed, several provisions implemented by this interim final rule (sections 602(c)(1)(A) and 603(c)(1)(A)) explicitly provide funds to “respond to the public health emergency,” and the urgency is further exemplified by Congress’s command (in sections 602(b)(6)(B) and 603(b)(7)(A)) that, “[t]o the extent practicable,” funds must be provided to Tribes and cities “not later than 60 days after the date of enactment.” *See Philadelphia Citizens in Action v. Schweiker*, 669 F.2d 877, 884 (3d Cir. 1982) (finding good cause under circumstances, including statutory time limits, where APA procedures would have been “virtually impossible”). Finally, there is an urgent need for States to undertake the planning necessary for sound fiscal policymaking, which requires an understanding of how funds provided under the ARPA will augment and interact with existing budgetary resources and tax policies. Treasury understands that many states require immediate rules on which they can rely, especially in light of the fact that the ARPA “covered period” began on March 3, 2021. The statutory urgency and practical necessity are good cause to forego the ordinary requirements of notice-and-comment rulemaking.

#### Congressional Review Act

The Administrator of OIRA has determined that this is a major rule for purposes of Subtitle E of the Small Business Regulatory Enforcement and Fairness Act of 1996 (also known as the

Congressional Review Act or CRA) (5 U.S.C. 804(2) *et seq.*). Under the CRA, a major rule takes effect 60 days after the rule is published in the **Federal Register**. 5 U.S.C. 801(a)(3). Notwithstanding this requirement, the CRA allows agencies to dispense with the requirements of section 801 when the agency for good cause finds that such procedure would be impracticable, unnecessary, or contrary to the public interest and the rule shall take effect at such time as the agency promulgating the rule determines. 5 U.S.C. 808(2). Pursuant to section 808(2), for the reasons discussed above, Treasury for good cause finds that a 60-day delay to provide public notice is impracticable and contrary to the public interest.

#### Paperwork Reduction Act

The information collections associated with State, territory, local, and Tribal government applications materials necessary to receive Fiscal Recovery Funds (*e.g.*, payment information collection and acceptance of award terms) have been reviewed and approved by OMB pursuant to the Paperwork Reduction Act (44 U.S.C. chapter 35) (PRA) emergency processing procedures and assigned control number 1505–0271. The information collections related to ongoing reporting requirements, as discussed in this interim final rule, will be submitted to OMB for emergency processing in the near future. Under the PRA, an agency may not conduct or sponsor and a respondent is not required to respond to, an information collection unless it displays a valid OMB control number.

Estimates of hourly burden under this program are set forth in the table below. Burden estimates below are preliminary.

Reporting	Number of respondents (estimated)	Number of responses per respondent	Total responses	Hours per response	Total burden in hours	Cost to respondent (\$48.80 per hour*)
Recipient Payment Form .....	5,050	1 .....	5,050	.25 (15 minutes) ...	1,262.5	\$61,610
Acceptance of Award Terms .....	5,050	1 .....	5,050	.25 (15 minutes) ...	1,262.5	61,610
Title VI Assurances .....	5,050	1 .....	5,050	.50 (30 minutes) ...	2,525	123,220
Quarterly Project and Expenditure Report.	5,050	4*** .....	20,200	25 .....	505,000	24,644,000
Annual Project and Expenditure Report from NEUs.	TBD	1 per year .....	† 20,000–40,000	15 .....	300,000–600,000	14,640,000–29,280,000
Annual Recovery Plan Performance report.	418	1 per year .....	418	100 .....	41,800	2,039,840
Total .....	(**)	N/A .....	55,768–75,768	141 .....	851,850–1,151,850	41,570,280–56,210,280

\*Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Accountants and Auditors, on the internet at <https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm> (visited March 28, 2020). Base wage of \$33.89/hour increased by 44 percent to account for fully loaded employer cost of employee compensation (benefits, etc.) for a fully loaded wage rate of \$48.80.

\*\*5,050–TBD.

\*\*\*Per year after first year.

† (Estimate only).

Periodic reporting is required by section 602(c) of Section VI of the Social Security Act and under the interim final rule.

As discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, recipients of Fiscal Recovery Funds will be required to submit one interim report

and thereafter quarterly Project and Expenditure reports until the end of the award period. Recipients must submit interim reports to Treasury by August



31, 2021. The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds.

Nonentitlement unit recipients will be required to submit annual Project and Expenditure reports until the end of the award period. The initial annual Project and Expenditure report for Nonentitlement unit recipients must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year. States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will include descriptions of the projects funded and information on the performance indicators and objectives of the award. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Treasury will provide additional guidance and instructions on all the reporting requirements outlined above for the Fiscal Recovery Funds program at a later date.

These and related periodic reporting requirements are under consideration and will be submitted to OMB for approval under the PRA emergency provisions in the near future.

Treasury invites comments on all aspects of the reporting and recordkeeping requirements including: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information has practical utility; (b) the accuracy of the estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information. Comments should be sent by the comment deadline to the [www.regulations.gov](http://www.regulations.gov) docket with a copy to the Office of Information and Regulatory Affairs, U.S. Office of Management and Budget, 725 17th Street NW, Washington, DC 20503; or email to [oira\\_submission@omb.eop.gov](mailto:oira_submission@omb.eop.gov).

#### Regulatory Flexibility Analysis

The Regulatory Flexibility Act (RFA) generally requires that when an agency issues a proposed rule, or a final rule

pursuant to section 553(b) of the Administrative Procedure Act or another law, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**. 5 U.S.C. 603, 604.

Rules that are exempt from notice and comment under the APA are also exempt from the RFA requirements, including the requirement to conduct a regulatory flexibility analysis, when among other things the agency for good cause finds that notice and public procedure are impracticable, unnecessary, or contrary to the public interest. Since this rule is exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

#### List of Subjects in 31 CFR Part 35

Executive compensation, Public health emergency, State and local governments, Tribal governments.

For the reasons stated in the preamble, the Department of the Treasury amends 31 CFR part 35 as follows:

### PART 35—PANDEMIC RELIEF PROGRAMS

- 1. The authority citation for part 35 is revised to read as follows:

**Authority:** 42 U.S.C. 802(f); 42 U.S.C. 803(f); 31 U.S.C. 321; Division N, Title V, Subtitle B, Pub. L. 116–260, 134 Stat. 1182; Section 104A, Pub. L. 103–325, 108 Stat. 2160, as amended (12 U.S.C. 4701 *et seq.*); Pub. L. 117–2, 135 Stat. 4 (42 U.S.C. 802 *et seq.*).

- 2. Revise the part heading to read as set forth above.

- 3. Add subpart A to read as follows:

#### Subpart A—Coronavirus State and Local Fiscal Recovery Funds

Sec.

- 35.1 Purpose.
- 35.2 Applicability.
- 35.3 Definitions.
- 35.4 Reservation of authority, reporting.
- 35.5 Use of funds.
- 35.6 Eligible uses.
- 35.7 Pensions.
- 35.8 Tax.
- 35.9 Compliance with applicable laws.
- 35.10 Recoupment.
- 35.11 Payments to States.
- 35.12 Distributions to nonentitlement units of local government and units of general local government.

#### § 35.1 Purpose.

This subpart implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Pub. L. 117–2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et*

*seq.*) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

#### § 35.2 Applicability.

This subpart applies to States, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

#### § 35.3 Definitions.

As used in this subpart:

**Baseline** means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

**County** means a county, parish, or other equivalent county division (as defined by the Census Bureau).

**Covered benefits** include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

**Covered change** means a change in law, regulation, or administrative interpretation. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

**Covered period** means, with respect to a State, Territory, or Tribal government, the period that:

- (1) Begins on March 3, 2021; and
- (2) Ends on the last day of the fiscal year of such State, Territory, or Tribal government in which all funds received by the State, Territory, or Tribal government from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

**COVID–19** means the Coronavirus Disease 2019.

**COVID–19 public health emergency** means the period beginning on January 27, 2020 and until the termination of the national emergency concerning the COVID–19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

*Deposit* means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

*Eligible employer* means an employer of an eligible worker who performs essential work.

*Eligible workers* means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, Territory, or Tribal government, workers in any additional sectors as each Governor of a State or Territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, Territory, or Tribal government.

*Essential work* means work that:

- (1) Is not performed while teleworking from a residence; and
- (2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

*Funds* means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

*General revenue* means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue.

*Intergovernmental transfers* means money received from other governments, including grants and shared taxes.

*Metropolitan city* has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

*Net reduction in total spending* is measured as the State or Territory's total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

*Nonentitlement unit of local government* means a "city," as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

*Nonprofit* means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code.

*Obligation* means an order placed for property and services and entering into

contracts, subawards, and similar transactions that require payment.

*Pension fund* means a defined benefit plan and does not include a defined contribution plan.

*Premium pay* means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

*Qualified census tract* has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

*Recipient* means a State, Territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

*Reporting year* means a single year or partial year within the covered period, aligned to the current fiscal year of the State or Territory during the covered period.

*Secretary* means the Secretary of the Treasury.

*State* means each of the 50 States and the District of Columbia.

*Small business* means a business concern or other organization that:

(1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and

(2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).



*Tax revenue* means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

*Territory* means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

*Tribal enterprise* means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

*Tribal government* means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published by the Bureau of Indian Affairs on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

*Unemployment rate* means the U-3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

*Unemployment trust fund* means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

*Unit of general local government* has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

*Unserved and underserved households or businesses* means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

#### § 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this subpart shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this subpart, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the covered period, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, all modifications to a State or Territory's tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

#### § 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

#### § 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:

(1) *COVID-19 response and prevention.* Expenditures for the mitigation and prevention of COVID-19, including:

(i) Expenses related to COVID-19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;

(ii) COVID-19-related expenses of public hospitals, clinics, and similar facilities;

(iii) COVID-19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities;

(iv) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(v) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(vi) Costs of providing COVID-19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants;

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID-19;

(viii) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment;

(ix) Expenses for communication related to COVID-19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID-19;

(x) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment;

(xi) Expenses for disinfection of public areas and other facilities in



response to the COVID-19 public health emergency;

(xii) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety;

(xiii) Expenses for quarantining or isolation of individuals;

(xiv) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions;

(xv) Expenses for treatment of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome;

(xvi) Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities;

(xvii) Expenses related to establishing or enhancing public health data systems; and

(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services.

(2) *Public health and safety staff.*

Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency.

(3) *Hiring State and local government staff.* Payroll, covered benefit, and other costs associated with the recipient increasing the number of its employees up to the number of employees that it employed on January 27, 2020.

(4) *Assistance to unemployed workers.* Assistance, including job training, for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

(5) *Contributions to State unemployment insurance trust funds.* Contributions to an unemployment trust fund up to the level required to restore the unemployment trust fund to its balance on January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021.

(6) *Small businesses.* Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(7) *Nonprofits.* Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance

or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(8) *Assistance to households.*

Assistance programs, including cash assistance programs, that respond to the COVID-19 public health emergency.

(9) *Aid to impacted industries.* Aid to tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency.

(10) *Expenses to improve efficacy of public health or economic relief programs.* Administrative costs associated with the recipient's COVID-19 public health emergency assistance programs, including services responding to the COVID-19 public health emergency or its negative economic impacts, that are not federally funded.

(11) *Survivor's benefits.* Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to widows, widowers, or dependents of individuals who died of COVID-19.

(12) *Disproportionately impacted populations and communities.* A program, service, or other assistance that is provided in a qualified census tract, that is provided to households and populations living in a qualified census tract, that is provided by a Tribal government, or that is provided to other households, businesses, or populations disproportionately impacted by the COVID-19 public health emergency, such as:

(i) Programs or services that facilitate access to health and social services, including:

(A) Assistance accessing or applying for public benefits or services;

(B) Remediation of lead paint or other lead hazards; and

(C) Community violence intervention programs;

(ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including:

(A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless;

(B) Development of affordable housing to increase supply of affordable and high-quality living units; and

(C) Housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity and to reduce concentrated areas of low economic opportunity;

(iii) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, including:

(A) New or expanded early learning services;

(B) Assistance to high-poverty school districts to advance equitable funding across districts and geographies; and

(C) Educational and evidence-based services to address the academic, social, emotional, and mental health needs of students; and

(iv) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on childhood health or welfare, including:

(A) New or expanded childcare;

(B) Programs to provide home visits by health professionals, parent educators, and social service professionals to individuals with young children to provide education and assistance for economic support, health needs, or child development; and

(C) Services for child welfare-involved families and foster youth to provide support and education on child development, positive parenting, coping skills, or recovery for mental health and substance use.

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if it prioritizes low- and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

(d) *Providing government services.* For the provision of government services to the extent of a reduction in the recipient's general revenue, calculated according to paragraphs (d)(1) and (2) of this section.

(1) *Frequency.* A recipient must calculate the reduction in its general revenue using information as-of December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 (each, a calculation date) and following each calculation date.

(2) *Calculation.* A reduction in a recipient's general revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\left(\frac{n_t}{12}\right)} ] - \text{Actual General Revenue}_t; 0 \}$$

Where:

*Base Year Revenue* is the recipient's general revenue for the most recent full fiscal year prior to the COVID-19 public health emergency;

*Growth Adjustment* is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

*n* equals the number of months elapsed from the end of the base year to the calculation date.

*Actual General Revenue* is a recipient's actual general revenue collected during 12-month period ending on each calculation date;

Subscript *t* denotes the specific calculation date.

(e) *To make necessary investments in infrastructure.* A recipient may use funds to make investments in:

(1) *Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12); or,

(2) *Broadband.* Broadband infrastructure that is designed to provide service to unserved or underserved households and businesses and that is designed to, upon completion:

(i) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service meeting the standards set forth in paragraph (e)(2)(i) of this section:

(A) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(B) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

### § 35.7 Pensions.

A recipient may not use funds for deposit into any pension fund.

### § 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory

resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of

macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

### § 35.9 Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

### § 35.10 Recoupment.

(a) *Identification of violations*—(1) *In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or Territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment*—(1) *In general.* Except as provided in paragraph (b)(2) of this section, Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.5, § 35.6, or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

(i) The amount set forth in § 35.8(c); and,

(ii) The amount of funds received by such recipient.

(c) *Notice.* If Treasury calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient a written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless Treasury extends the time period, within 60 calendar days of receipt of a notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to Treasury requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to Treasury a written request that includes:

(1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and

(2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless Treasury extends the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

(f) *Repayment of funds.* Unless Treasury extends the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by Treasury:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the

requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

#### **§ 35.11 Payments to States.**

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until the date that is twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary at least 30 days prior to the date referenced in paragraph (a) the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and,

(2) Any reports required to be filed by that date pursuant to this subpart that have not yet been filed.

#### **§ 35.12 Distributions to nonentitlement units of local government and units of general local government.**

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of government in such State or Territory in accordance

with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this paragraph (b).

(c) *Units of general local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

**Laurie Schaffer,**

*Acting General Counsel.*

[FR Doc. 2021-10283 Filed 5-13-21; 11:15 am]

**BILLING CODE 4810-AK-P**



U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

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Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

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Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;



- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Jefferson County Commission 716 Richard Arrington Jr. Blvd N Birmingham, Alabama 35203	DUNS Number: 077649044 Taxpayer Identification Number: 636001579 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:



Authorized Representative:

Title: C.E.O.

Date signed: 5-14-2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment: Petelos signature (7383 : Resolution - Acceptance of Funds for COVID-19 Federal American Rescue Plan Act)

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.



- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient’s successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient’s sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Jefferson County Commission

Recipient

5-14-2021

Date



Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



# Jefferson County Commission Unusual Demands 6/10/2021

4.A.1.a

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batch
1	BOARD OF EQUALIZATION	100193	JEFFERSON CO TREASURER	TRVL REIMB,Royce Davis,ACA Exam,031221	194.37	375748	527
2	COMMISSIONER DISTRICT 4	141377	GARDENDALE CHAMBER OF COMMERCE	Chamber dues, District Four	75.00	379576	584
3	CORONER	100193	JEFFERSON CO TREASURER	coroner vehicle wash stewart	25.00	377937	559
4	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	SET OF BKS 2018 INTER BLDG CODE FOR LHARDY&KECHOLS	130.00	356529	289
5	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	STEELTOEDSHOESSPICKEDUPFORJDIPIAZZA	94.98	378082	562
6	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	UPS RECEIPT FOR RETURN OF BRACKETS FROM DELL4.2021	35.10	376672	540
7	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	CAR WASH FOR DAVID FREDERICK 5.7.2021	15.00	378960	574
8	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	CAR WASH FOR MIKE SMITH 5.6.2021	15.00	378963	574
9	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	MTHLY CAR WAS FOR MARCUS JOHNSON 10.20	15.00	355280	267
10	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	NCAC-ICCMONTHLYLUNCHEONMEETING4.12.2021JMCCOOL	11.28	378113	562
11	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	CAR WASH FOR DANNY PHILLIPS 5.7.2021	10.00	378956	574
12	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	CAR WASH FOR JIM MCCOOL 4.6.2021	10.00	378962	574
13	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	NCAC-ICCMONTHLYLUNCHEONMEETING4.12.2021LTHOMAS	9.29	378109	562
14	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	NCAC-ICCMONTHLYLUNCHEONMEETING4.12.2021DFREDERICK	8.79	378115	562
15	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	NCAC-ICCMONTHLYLUNCHEONMEETING4.12.2021JCRANE	8.79	378116	562
16	DEVELOPMENT SERVICES	100193	JEFFERSON CO TREASURER	NCAC-ICCMONTHLYLUNCHEONMEETING4.12.2021MSMITH	8.79	378106	562
17	EMERGENCY MANAGEMENT AGENCY	100193	JEFFERSON CO TREASURER	EMA - PC Office, Vehicles, Uniforms	384.96	378931	574
18	ESD BARTON LABORATORY	100193	JEFFERSON CO TREASURER	EMERGENCY CARTRIDGE FOR PRINTER	81.99	375737	527
19	ESD BARTON LABORATORY	100193	JEFFERSON CO TREASURER	REPLACE A BROKEN FITTING ON WATER SYSTEM.....EMERG	25.87	378683	570
20	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	ADEM grade 4 test - James Abbott	325.00	378391	566
21	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	WILLIAM CRENSHAW CHECK FOR GRADE 4 EXAM	325.00	377820	557
22	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	METAL TO FIX VALVE ON CLARIFIER AT CAHABA RIVER WR	318.00	377181	548
23	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	BATTERIES FOR UDS SYSTEMS CLASSIFIER AND GRIT	53.94	377994	561
24	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	CERTIFIED MAIL TO ADEM, CHAIN SAW CHAIN	21.89	376769	541
25	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	JEFF HARDITY CDL DRIVER'S LICENSE RENEWAL	20.00	377254	548
26	ESD CAHABA RIVER WWTP	100193	JEFFERSON CO TREASURER	MOUSE TRAPS FOR SAND FILTER BUILDING	7.94	376974	544
27	ESD FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	INK FOR PRUDES CREEK; ELEVATOR INVOICE; EMB	329.98	376294	535
28	ESD FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	BLOWER FOR FIVE MILE CREEK	299.99	379037	575
29	ESD FIVE MILE CREEK WWTP	100193	JEFFERSON CO TREASURER	GATORADE AND WATER CUPS; JUMP BOXES FOR FIVE MILE	237.36	379038	575
30	ESD GENERAL ADMINISTRATION	100193	JEFFERSON CO TREASURER	CAR WASH EMILY KEMP MARCH	15.00	376277	535
31	ESD LEEDS WWTP	100193	JEFFERSON CO TREASURER	pressure washer attachment and wheel barrow	243.98	379334	581
32	ESD LEEDS WWTP	100193	JEFFERSON CO TREASURER	Foam and door holders	57.84	378374	565
33	ESD LEEDS WWTP	100193	JEFFERSON CO TREASURER	Clamps	19.16	378749	572
34	ESD PUMP STATIONS	100193	JEFFERSON CO TREASURER	Training Class	200.00	379180	579
35	ESD SEWER CONSTRUCTION INSPECT	100193	JEFFERSON CO TREASURER	WASTEWATER CERTIFICATION-TERRY LYNN	70.00	379246	579
36	ESD SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	HAND TOOLS, GLUE, HOOKS & SOD	283.66	377459	551

Attachment: Unusual Demand Report 06.10.2021 (7370 : Unusual Demand Report)



# Jefferson County Commission Unusual Demands 6/10/2021

4.A.1.a

	Department	Vendor #	Vendor Name	Description	Amount	Doc #	Batc#
37	ESD SEWER LINE CONSTRUCTION	100193	JEFFERSON CO TREASURER	WEED EATER	169.95	377490	552
38	ESD TRUSSVILLE WWTP	100193	JEFFERSON CO TREASURER	Ryan Tyler certification	70.00	377903	559
39	ESD VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	Grade II certification, tires, O&M manuals, screen	1320.15	379152	578
40	ESD VALLEY CREEK WWTP	100193	JEFFERSON CO TREASURER	keypad, strainer, batteries, tire valve, plumbing	748.77	377800	557
41	ESD VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Village Creek lab use and water for training class	133.02	377646	554
42	ESD VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Seals to repair bumps throughout the plant.	76.05	379071	576
43	ESD VILLAGE CREEK WWTP	100193	JEFFERSON CO TREASURER	Renewing Deterior Brown's Class A License	66.50	379070	576
44	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	GAS CONNECTION KIT FOR KITCHEN FRYER	300.31	378659	569
45	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED 3 QUICK RATCHET BINDERS	248.97	378692	570
46	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED MINI REFRIGERATOR	179.00	378701	571
47	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASED COFFEE MAKER	100.29	378698	570
48	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE A ROD HOLDER AND TIP CLEANERS	49.61	379476	583
49	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE 4 FT. BLACK DAHLIA VINYL	32.80	378694	570
50	GEN SERV-ADMIN	100193	JEFFERSON CO TREASURER	PURCHASE IRRIGATION FOR GREENHOUSE	19.65	378670	569
51	PERSONNEL BOARD WKFC DV&AP SER	138316	SHERESE ARMSTRONG	Tuition Reimb. S. Armstrong for April-June 2020	1400.00	378894	574
52	PROBATE CT-ELECTION	100587	JEFF CO TREASURER	NOVEMBER 3RD GENERAL ELECTION VOTER'S LIST	25232.90	377846	558
53	RDS & TRANS OPERATIONS	100193	JEFFERSON CO TREASURER	DRYWALLSCREWS, JOINT COMPOUND, & TOOLS	141.89	377489	552
54	RDS & TRANS OPERATIONS	100193	JEFFERSON CO TREASURER	CONCRETE WEDGE ANCHORS	132.04	378722	571
55	RDS & TRANS OPERATIONS	100193	JEFFERSON CO TREASURER	DRY WALL JOINT COMPOUND AND CORNER EDGES	60.48	377973	561
56	REVENUE	100193	JEFFERSON CO TREASURER	FUEL REIM MENISHA BALDWIN 04/23/21	10.00	378017	561
57	REVENUE	100193	JEFFERSON CO TREASURER	LOC MIL REIMB M DUNKLIN AUDITOR	8.96	377783	556
58	ROADS AND TRANS RIGHT OF WAY	100193	JEFFERSON CO TREASURER	REIM TO B. DEES FOR IRWA CLASS 105 THE UNIFORM ACT	265.00	379082	576
59	ROADS AND TRANS TRAFFIC ENG	100193	JEFFERSON CO TREASURER	ELECTRICAL LICENSE RENEWAL	300.00	378641	568
60	SF CORRECTIONS-BS	100193	JEFFERSON CO TREASURER	SHOWER CHAIR FOR HANDICAP INMATES/BESS JAIL	69.99	378545	567
61	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	INSECT SPRAY,PLIERS, DRILL BITS,LOCK PINS	226.51	376766	541
62	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	TRVL REIMBURSEMENT DYLAN BARRETT	145.00	378596	567
63	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LEVY REC DUMAS PAD LOCKS AND CHAINS FOR EVICTIONS	116.00	379076	576
64	SF ENFORCEMENT -BHAM	100193	JEFFERSON CO TREASURER	LEVY REC HOLLIS ZASHETTAM, DEMPSEY LEE	32.00	376767	541
65	YOUTH DETENTION ADMIN	100193	JEFFERSON CO TREASURER	ITEMS NEEDED FOR RESIDENTS	151.24	378140	562
<b>Grand Total</b>					<b>\$35,795.03</b>		

Attachment: Unusual Demand Report 06.10.2021 (7370 : Unusual Demand Report)

NOTE: Petty Cash expenditures are reimbursed to the Jefferson Co Treasurer

Packet Pg. 318

**PURCHASING DIVISION AGENDA REPORT****For Week of 5/6/2021 - 5/12/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED MAY 13, 2021

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1. RECOMMENDED FOR SECURITY DEPARTMENT FROM GALLS, LLC, LEXINGTON, KY TO AWARD BID FOR SECURITY GUARD UNIFORMS FOR THE PERIOD 7/26/2021 - 7/25/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 34-21

**END OF PURCHASING AGENDA**

Attachment: 061021 PA (050621 - 051221) Final (7333 : Purchasing Agenda Report)

**PURCHASING DIVISION AGENDA REPORT****For Week of 5/13/2021 - 5/19/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED MAY 20, 2021

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1. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM BIRMINGHAM RESTAURANT SUPPLY, INC, BIRMINGHAM, AL TO AWARD BID FOR COMMERCIAL KITCHEN EQUIPMENT FOR THE PERIOD 7/25/2021 - 7/24/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 39-21

**END OF PURCHASING AGENDA**

Attachment: 061021 PA (051321 - 051921) Final (7333 : Purchasing Agenda Report)



# PURCHASING DIVISION AGENDA REPORT

For Week of 5/20/2021 - 5/26/2021

Pre-Commission Work Session JUNE 8, 2021

For Commission Approval

JUNE 10, 2021

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED MAY 27, 2021

1. RECOMMENDED FOR ROADS AND TRANSPORTATION FROM TRANSafe, INC, LAWRENCEVILLE, GA TO AWARD BID FOR GALVANIZED POSTS AND ACCESSORIES FOR THE PERIOD 6/10/2021 - 6/9/2024, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 31-21

2. RECOMMENDED FOR YOUTH DETENTION AND SHERIFF'S OFFICE FROM CHARM-TEX, BROOKLYN, NY TO AWARD BID FOR MATTRESS COVERS FOR THE PERIOD 7/11/2021 - 7/10/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 36-21

3. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM CARICO INTERNATIONAL, INC, FORT LAUDERDALE, FL TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

4. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM GREEN DREAM INTERNATIONAL, ERIE, PA TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

5. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM KNS, LLC, DALLAS, TX TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

6. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM MEDIFY AIR, DEERFIELD BEACH, FL TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

7. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM VANIMAN MANUFACTURING, MURIETA, CA TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

Attachment: 061021 PA (052021 - 052621) Final (7349 : Purchasing Agenda Report)

**PURCHASING DIVISION AGENDA REPORT****For Week of 5/20/2021 - 5/26/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION, THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DEPARTMENT BE, AND THE SAME HEREBY IS APPROVED. RECOMMENDATIONS FOR CONTRACTS ARE BASED UPON THE LOWEST BIDS MEETING SPECIFICATIONS.

PREPARED MAY 27, 2021

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8. RECOMMENDED FOR ALL DEPARTMENTS AND PURCHASING ASSOCIATION OF CENTRAL ALABAMA (PACA) FROM VARIGUARD, LLC, MURIETA, CA TO AWARD BID FOR PORTABLE AIR PURIFIERS FOR THE PERIOD 6/10/2021 - 6/9/2022, WITH THE OPTION TO RENEW UNTIL 2024. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-21

9. RECOMMENDED FOR ENVIRONMENTAL SERVICES FROM CHEMTRADE CHEMICALS US LLC, PARSIPPANY, NJ TO RENEW BID FOR ALUMINUM CHLORIDE HYDROXIDE FOR THE PERIOD 10/1/2021 - 9/30/2022, WITH THE OPTION TO RENEW UNTIL 2023. TO BE PURCHASED ON AN AS NEEDED BASIS.

REFERENCE BID # 40-20

**END OF PURCHASING AGENDA**

Attachment: 061021 PA (052021 - 052621) Final (7349 : Purchasing Agenda Report)

**PURCHASING EXCEPTIONS REPORT****For Week of 5/6/2021 - 5/12/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

PREPARED MAY 13, 2021

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1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

**END OF EXCEPTIONS REPORT**

Attachment: 061021 WEEKLY EXCEPTION REPORT 050621 - 051221 Final (7334 : Purchasing Exceptions Report)

**PURCHASING EXCEPTIONS REPORT****For Week of 5/13/2021 - 5/19/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

PREPARED MAY 20, 2021

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1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

**END OF EXCEPTIONS REPORT**

DRAFT

Attachment: 061021 WEEKLY EXCEPTION REPORT 051321 - 051921 Final (7334 : Purchasing Exceptions Report)

**PURCHASING EXCEPTIONS REPORT****For Week of 5/20/2021 - 5/26/2021****Pre-Commission Work Session JUNE 8, 2021****For Commission Approval****JUNE 10, 2021**

THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION REPRESENTS PURCHASES OUTSIDE OF THE PURCHASING PRACTICES AS AUTHORIZED BY THE JEFFERSON COUNTY COMMISSION. THE PURCHASING DIVISION AFFIRMS THAT MATERIALS/SERVICES WERE USED TO SUPPORT COUNTY BUSINESS.

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION THAT THE FOLLOWING REPORT FILED BY THE PURCHASING DIVISION BE, AND THE SAME HEREBY IS APPROVED.

PREPARED MAY 27, 2021

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1. NO CIRCUMVENTIONS OF THE BID LAW IDENTIFIED FOR THIS PERIOD.

**END OF EXCEPTIONS REPORT**

Attachment: 061021 WEEKLY EXCEPTION REPORT 052021 - 052621 Final (7350 : Purchasing Exceptions Report)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/6/2021 - 5/12/2021

4.A.6.a

**1. Purchases Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Re Lin
Grand Total		POs: 4											\$192,876.52	
COUNTY ATTORNEY	TOTAL	POs: 1											\$29,030.02	
	2105181	CORVEL HEALTHCARE CORPORATION	5/10/2021	N	0		1	WORKERS COMPENSATION	\$29,030.02	EACH	1		\$29,030.02	
		Total PO											\$29,030.02	
ESD GENERAL ADMINISTRATION	TOTAL	POs: 1											\$20,896.50	
	2105194	TEKLINKS INC	5/11/2021	N	0		1	CISCO IE4010	\$3,828.07	EACH	5		\$19,140.35	
							2	CISCO PWR-RGD-AC-DC-H	\$351.23	EACH	5		\$1,756.15	
		Total PO											\$20,896.50	
FLEET MGT ADM	TOTAL	POs: 2											\$142,950.00	
	2105236	KENWORTH OF BIRMINGHAM	5/12/2021	N	0		1	21 KW SMALL DUMP TRUCK	\$84,984.00	EACH	1		\$84,984.00	
		Total PO											\$84,984.00	
	2105238	72 HOUR LLC	5/12/2021	N	0		1	NEW EASEMENT MACHINE	\$57,966.00	EACH	1		\$57,966.00	
		Total PO											\$57,966.00	

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)



JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/6/2021 - 5/12/2021

4.A.6.a

**2. Change Orders Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Rep Line
Grand Total		POs: 1											\$20,000.00	\$35,000.00	\$15,000.00	
ESD WWTP ELECTRICAL MAINT	TOTAL	POs: 1											\$20,000.00	\$35,000.00	\$15,000.00	
	2100177	GRAYBAR ELECTRIC COMPANY	5/6/2021	B	1	5/6/2021	1	LIGHTS/LAMPS	\$35,000.00	EACH	1		\$20,000.00	\$35,000.00	\$15,000.00	1
		Total PO											\$20,000.00	\$35,000.00	\$15,000.00	

Draft

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/6/2021 - 5/12/2021

4.A.6.a

**3. Purchases Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Re Lin
Grand Total		POs: 85												\$152,706.73	
COMMUNITY DEVELOPMENT- WKCE	TOTAL	POs: 1												\$1,090.04	
	2105175	OFFICE DEPOT BUS SVCS DIV	5/10/2021	N		0		1	TONER	\$64.12	EA	17		\$1,090.04	
		Total PO												\$1,090.04	
DEVELOPMENT SERVICES	TOTAL	POs: 3												\$632.45	
	2105217	JUST RITE INC	5/11/2021	N		0		1	BUSINESS CARDS	\$30.00	EACH	18		\$540.00	
		Total PO												\$540.00	
	2105205	USI INSURANCE SERVICES LLC	5/11/2021	N		0		1	NOTARY BOND	\$50.00	EACH	1		\$50.00	
		Total PO												\$50.00	
	2105223	BHAM RUBBER STAMP	5/11/2021	N		0		1	NOTARY STAMP	\$29.95	EACH	1	Freight \$12.50	\$42.45	
		Total PO												\$42.45	
ESD BARTON LABORATORY	TOTAL	POs: 1												\$494.68	
	2105208	SEAL ANALYTICAL INC	5/11/2021	N		0		1	SAMPLE CUPS	\$58.71	PKG	10	20.00% Freight	\$494.68	
		Total PO												\$494.68	
ESD CAHABA RIVER WWTP	TOTAL	POs: 2												\$4,887.44	
	2105189	GENERAL MACHINERY COMPANY	5/11/2021	N		0		1	UNIVERSAL SILENCER	\$4,309.00	EACH	1		\$4,309.00	
		Total PO												\$4,309.00	
	2105229	LOWES COMPANIES, INC	5/12/2021	N		0		1	CHAIRS	\$289.22	EACH	2		\$578.44	
		Total PO												\$578.44	
ESD FIVE MILE CREEK WWTP	TOTAL	POs: 1												\$2,496.90	
	2105142	APPLIED INDUSTRIAL	5/6/2021	N		0		1	DIRT/OIL CONTAINMENTS	\$11.89	EACH	210		\$2,496.90	
		Total PO												\$2,496.90	
ESD FIVE MILE WWTP MAINT	TOTAL	POs: 1												\$4,971.11	
	2105145	AIRGAS, INC	5/6/2021	N		0		1	WELDER POWER SOURCE	\$3,792.19	EACH	1		\$3,792.19	
								2	CONTRACTORS KIT A-200	\$1,178.92	EACH	1		\$1,178.92	
		Total PO												\$4,971.11	

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

5/13/2021 8:19:25 AM

### 3. Purchases Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
ESD GENERAL ADMINISTRATION	TOTAL	POs: 2												\$224.02	
	2105201	OFFICE DEPOT BUS SVCS DIV	5/11/2021	N		0		1	ITEM:HP LaserJet 410A Black/Cyan/Magenta/Yellow Toner Cartridges (CF410AQ), Pack Of 4 Toner CartridgesSupplier Part No: 8108934Manufacturer Part No: CF410AQManufacturer Name: HP INC.Supplier Quote No: 8108934NIGP:UNSPSC: 44103103	\$194.03	PK	1		\$194.03	
		Total PO												\$194.03	
	2105210	AMAZON.COM SALES, INC	5/11/2021	N		0		1	STEP LADDER	\$29.99	EA	1		\$29.99	
		Total PO												\$29.99	
ESD LEEDS WWTP	TOTAL	POs: 2												\$2,478.49	
	2105195	POWER & RUBBER SUPPLY INC	5/11/2021	N		0		1	SWIVEL PIPE	\$117.40	EACH	15		\$1,761.00	
								2	HOSE ASSEMBLY	\$64.94	EACH	8		\$519.52	
		Total PO												\$2,280.52	
	2105167	ULINE INC	5/10/2021	N		0		1	JUICE BOTTLES	\$0.38	EACH	450	Freight \$26.97	\$197.97	
		Total PO												\$197.97	
ESD PUMP STATIONS	TOTAL	POs: 3												\$12,111.23	
	2105180	PURE AIR FILTRATION	5/10/2021	N		0		1	CARBON MEDIA	\$121.00	FTQ	40	Freight \$222.00	\$5,062.00	
		Total PO												\$5,062.00	
	2105232	THE ESHELMAN COMPANY	5/12/2021	N		0		1	SUBMERSIBLE PUMP	\$4,643.00	EACH	1		\$4,643.00	
		Total PO												\$4,643.00	
	2105203	MAYER ELECTRIC	5/11/2021	N		0		1	TRANSFER SWITCH	\$2,313.23	EACH	1	Freight \$93.00	\$2,406.23	
ESD SEWER CONST INSPECTION		Total PO												\$2,406.23	
	TOTAL	POs: 1												\$866.49	
	2105192	COCA COLA BOTTLING COMPANY UNITED, INC	5/11/2021	N		0		1	BODY ARMOR BEVERAGES	\$16.99	EACH	51		\$866.49	
ESD SEWER LINE CONSTRUCTION		Total PO												\$866.49	
	TOTAL	POs: 2												\$1,441.92	
	2105202	LOWES COMPANIES, INC	5/11/2021	N		0		1	QUIKRETE	\$4.06	EACH	288	Freight \$20.00	\$1,189.28	
								2	PALLET CHARGE	\$15.00	EACH	4		\$60.00	
		Total PO												\$1,249.28	
	2105177	PRINTER'S INK LLC	5/10/2021	N		0		1	POLO	\$22.99	EACH	1		\$22.99	
								2	COVERALL	\$67.08	EACH	1		\$67.08	
								3	WORK SHIRT	\$28.59	EACH	3		\$85.77	

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

5/13/2021 8:19:25 AM

### 3. Purchases Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
								4	WORK PANTS	\$4.20	EACH	4		\$16.80	
		Total PO												\$192.64	
ESD SEWER SURVEY	TOTAL	POs: 1												\$594.65	
	2105191	COCA COLA BOTTLING COMPANY UNITED, INC	5/11/2021	N		0		1	BODY ARMOR BEVERAGES	\$16.99	EACH	35		\$594.65	
		Total PO												\$594.65	
ESD SHADES LINE MAINTENANCE	TOTAL	POs: 2												\$377.78	
	2105215	AMAZON.COM SALES, INC	5/11/2021	N		0		1	RESPIRATORS	\$20.49	EACH	12		\$245.88	
		Total PO												\$245.88	
	2105160	AMAZON.COM SALES, INC	5/7/2021	N		0		1	TIRE GAUGE	\$13.19	EACH	10		\$131.90	
		Total PO												\$131.90	
ESD TELEVISION INSPECTION	TOTAL	POs: 1												\$5,891.42	
	2105188	RELIABILITY POINT, LLC	5/11/2021	N		0		1	CABLE ASSEMBLY	\$5,781.42	EACH	1	Freight \$110.00	\$5,891.42	
		Total PO												\$5,891.42	
ESD TURKEY CREEK WWTP	TOTAL	POs: 3												\$8,146.91	
	2105233	ECO-TECH INC	5/12/2021	N		0		1	PUMP	\$3,675.00	EACH	2		\$7,350.00	
								2	PUMP HEAD	\$253.00	EACH	2		\$506.00	
		Total PO												\$7,856.00	
	2105187	AMAZON.COM SALES, INC	5/11/2021	N		0		1	OIL STICK	\$37.74	EACH	5		\$188.70	
								2	PASTE	\$10.80	EACH	3		\$32.40	
		Total PO												\$221.10	
	2105244	AMAZON.COM SALES, INC	5/12/2021	N		0		1	DRIVER	\$23.27	EACH	3		\$69.81	
		Total PO												\$69.81	
ESD VALLEY CREEK WWTP	TOTAL	POs: 4												\$5,449.47	
	2105211	INSITE INSTRUMENTATION GROUP INC	5/11/2021	N		0		1	PORTABLE METER	\$743.00	EACH	1	Freight \$50.00	\$793.00	
								2	SOLIDS SENSOR	\$1,097.00	EACH	1		\$1,097.00	
		Total PO												\$1,890.00	
	2105154	CONSOLIDATED PIPE & SUPPLY	5/6/2021	N		0		1	ACTUATOR	\$1,390.67	EACH	1		\$1,390.67	
		Total PO												\$1,390.67	
	2105183	MORROW WATER TECHNOLOGY	5/10/2021	N		0		1	SAMPLE PUMP	\$1,328.80	EACH	1		\$1,328.80	
		Total PO												\$1,328.80	

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

5/13/2021 8:19:25 AM

### 3. Purchases Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
	2105144	MORIN PROCESS EQUIPMENT	5/6/2021	N		0		1	REPAIR GROUNDWATER PUMP	\$210.00	EACH	4		\$840.00	
		Total PO												\$840.00	
ESD VALLEY WWTP MAINTENANCE	TOTAL	POs: 1												\$1,371.05	
	2105148	MSC INDUSTRIAL SUPPLY DIV	5/6/2021	N		0		1	CUTTING FLUID	\$1,371.05	EACH	1		\$1,371.05	
		Total PO												\$1,371.05	
ESD VILLAGE CREEK WWTP	TOTAL	POs: 3												\$5,827.51	
	2105231	W W GRAINGER	5/12/2021	N		0		1	ITEM:TK53067119T Cartridge NIOSH Rating Acid Gas AG Organic Vapor OV Yellow Compatible with Brand and Series 3M 6000 Series 3M 7000 Series 3M FF-400 Series Respirator Cartridge Type Air Purifying Respirator Respirator Connection Type Bayonet Package Quantity 2Supplier Part No: 4AD98Manufacturer Part No: 6003Manufacturer Name: 3MSupplier Quote No: WWG4AD98NIGP:UNSPSC: 46182005	\$13.22	EA	20		\$264.40	
								2	ITEM:TK53067120T Full Face Respirator 6000 Series L Cartridges Included No Includes 3M Cool Flow Valve makes breathing easier to provide cool dry comfort Facepiece Material SiliconeThermoplastic Elastomer Respirator Connection Type BayonetSupplier Part No: 4JG19Manufacturer Part No: 6900Manufacturer Name: 3MSupplier Quote No: WWG4JG19NIGP:UNSPSC: 46182002	\$177.48	EA	20		\$3,549.60	
		Total PO												\$3,814.00	
	2105220	INDUSTRIAL EQUIPMENT CO	5/11/2021	N		0		1	LIMIT SWITCH	\$117.50	EACH	16		\$1,880.00	
		Total PO												\$1,880.00	
	2105230	W W GRAINGER	5/12/2021	N		0		1	ITEM:TK53037136T Rubber Boot Shoe Style Knee Toe Type Plain Footwear Sole Pattern Lug Insulated Yes Size 9 Footwear Width D Mens Boot Height 16 in Metatarsal Guard No Waterproof Yes 1 PairSupplier Part No: 21A613Manufacturer Part No: CHH-000A9Manufacturer Name: THE ORIGINAL MUCK BOOT CO.Supplier Quote No: WWG21A613NIGP:UNSPSC: 46181604	\$133.51	EA	1		\$133.51	
		Total PO												\$133.51	
ESD VILLAGE WWTP MAINTENANCE	TOTAL	POs: 2												\$3,591.62	
	2105156	AMAZON.COM SALES, INC	5/6/2021	N		0		1	NUT/DRIVER SET	\$25.99	EACH	4		\$103.96	
								2	PRY-BAR SET	\$79.63	EACH	2		\$159.26	
								3	FILE SET	\$76.00	EACH	2		\$152.00	
								4	ACCESSORY SET	\$39.34	EACH	5		\$196.70	
								5	RATCHET WRENCH	\$25.97	EACH	4		\$103.88	
								6	RATCHET	\$142.99	EACH	5		\$714.95	
								7	SCREWDRIVER SET	\$66.74	EACH	4		\$266.96	
								8	SCREWDRIVER SET	\$19.99	EACH	1		\$19.99	
								9	WRENCH SET	\$21.99	EACH	4		\$87.96	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
								10	TOOL KIT/SOCKET SET	\$201.56	EACH	2		\$403.12	Attachment: 061021 WEEKLY ENC REP 050621 - 051221 Final (7332 : Encumbrance Reports)
								11	PRY-BAR SET	\$49.09	EACH	4		\$196.36	
		Total PO												\$2,405.14	
	2105214	W W GRAINGER	5/11/2021	N		0		1	TOOL KIT	\$351.19	EA	2		\$702.38	
								2	WRENCH SET	\$242.05	EA	2		\$484.10	
		Total PO												\$1,186.48	
ESD WWTP ELECTRICAL MAINT	TOTAL	POs: 1												\$435.14	
	2105200	W W GRAINGER	5/11/2021	N		0		1	HAMMER DRILL	\$285.27	EA	1		\$285.27	
								2	IMPACT DRIVER	\$129.00	EA	1		\$129.00	
								3	DRILL BIT	\$20.87	EA	1		\$20.87	
	Total PO													\$435.14	
FAMILY COURT CLERK OFFICE-BHAM	TOTAL	POs: 1												\$50.00	
	2105176	USI INSURANCE SERVICES LLC	5/10/2021	N		0		1	NOTARY BOND	\$50.00	EACH	1		\$50.00	
		Total PO													\$50.00
FINANCE ADMINISTRATION	TOTAL	POs: 1												\$87.50	
	2105173	GFOA	5/10/2021	N		0		1	MEMBERSHIP DUES	\$87.50	EACH	1		\$87.50	
		Total PO													\$87.50
FLEET MGT ADM	TOTAL	POs: 3												\$2,220.64	
	2105169	CINTAS CORPORATION NO 2	5/10/2021	N		0		1	JANITORIAL SUPPLIES	\$259.20	EACH	1		\$259.20	
								2	JANITORIAL SUPPLIES	\$371.70	EACH	1		\$371.70	
								3	JANITORIAL SUPPLIES	\$464.20	EACH	1		\$464.20	
	Total PO													\$1,095.10	
	2105199	WILLIAM DAVID DEAN JR	5/11/2021	N		0		1	OVERHEAD CRANE PARTS	\$1,040.51	EACH	1		\$1,040.51	
		Total PO													\$1,040.51
	2105147	ENERGY SYSTEMS SOUTHEAST LLC	5/6/2021	N		0		1	RADIATOR PARTS	\$85.03	EACH	1		\$85.03	
		Total PO													\$85.03
	TOTAL	POs: 4													\$11,926.42
GEN SERV-ADMIN	2105164	ICEMAKERS INC	5/10/2021	N		0		1	ICE MAKER	\$4,220.93	EACH	1		\$4,220.93	
								2	BIN & TOPS	\$1,424.00	EACH	1		\$1,424.00	
		Total PO												\$5,644.93	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
	2105204	REXEL USA INC	5/11/2021	N		0		1	INPUT MODULE	\$318.62	EACH	6		\$1,911.72	
								2	OUTPUT MODULE	\$300.10	EACH	6		\$1,800.62	
		Total PO												\$3,712.34	
	2105241	WILLO PRODUCTS COMPANY	5/12/2021	N		0		1	DETENTION CYLINDER	\$1,692.15	EACH	1	Freight \$40.00	\$1,732.15	
		Total PO												\$1,732.15	
	2105216	MULLINS BUILDING PRODUCTS	5/11/2021	N		0		1	DOOR PLATE	\$22.00	EACH	1		\$22.00	
								2	EXIT DEVICE	\$235.00	EACH	1		\$235.00	
								3	LOCKSET	\$290.00	EACH	2		\$580.00	
														\$837.00	
	TOTAL	POs: 3												\$8,901.12	
GEN SERVICES- BULK WAREHOUSE	2105153	IMPERIAL BAG & PAPER CO LLC	5/6/2021	N		0		1	CAN LINERS	\$19.65	CS	420		\$8,253.00	
		Total PO												\$8,253.00	
	2105253	ALA CONSTRUCTION SUPPLY	5/12/2021	N		0		1	FIRE ANT KILLER	\$7.16	EACH	48		\$343.87	
		Total PO												\$343.87	
	2105219	ALA CONSTRUCTION SUPPLY	5/11/2021	N		0		1	TAPE DISPENSER	\$12.17	EACH	25		\$304.25	
		Total PO												\$304.25	
HUMAN RESOURCES- ADMIN	TOTAL	POs: 1												\$269.67	
	2105212	OFFICE DEPOT BUS SVCS DIV	5/11/2021	N		0		1	ITEM:Plantronics(R) Voyager Legend Wireless Bluetooth(R) Over The Ear Headset, BlackSupplier Part No: 360317Manufacturer Part No: 87300-206Manufacturer Name: PLANTRONICS INCSupplier Quote No: 360317NIGP:UNSPSC: 43191609	\$99.99	EA	2		\$199.98	
								2	ITEM:Allsop Laptop Adjustable Curve Stand - Up to 17 Screen Support - 40 lb Load Capacity - 5.6 Height x 14.7 Width x 11.5 Depth - Steel - Black, SilverSupplier Part No: 758509Manufacturer Part No: ASP30498Manufacturer Name: Supplier Quote No: 758509NIGP:UNSPSC: 43211613	\$39.99	EA	1		\$39.99	
								3	ITEM:Logitech(R) R400 2.4GHz Wireless PresenterSupplier Part No: 667827Manufacturer Part No: 910-001354Manufacturer Name: LOGITECH, INC.Supplier Quote No: 667827NIGP:UNSPSC: 45111810	\$19.80	EA	1		\$19.80	
								4	ITEM:Westcott(R) Titanium Bonded Non-Stick Scissors, 8, Pointed, Gray/Yellow, Pack Of 2Supplier Part No: 822593Manufacturer Part No: 16550Manufacturer Name: ACME UNITED CORPORATIONSupplier Quote No: 822593NIGP:UNSPSC: 44121618	\$9.90	PK	1		\$9.90	
		Total PO												\$269.67	
IT COMM SERVICES	TOTAL	POs: 1												\$6,000.00	
	2105246	HIGH GROUND SOLUTIONS	5/12/2021	N		0		1	SOFTWARE SUBSCRIPTION	\$6,000.00	EACH	1		\$6,000.00	
		Total PO												\$6,000.00	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
IT TOWERS	TOTAL	POs: 1												\$7,350.00	
	2105168	MOBILE COMMUNICATIONS AMERICA, INC	5/10/2021	N		0		1	TOWER REPAIRS	\$7,350.00	EACH	1		\$7,350.00	
		Total PO												\$7,350.00	
PROBATE CT-BHAM	TOTAL	POs: 3												\$694.23	
	2105222	OFFICE DEPOT BUS SVCS DIV	5/11/2021	N		0		1	ITEM:Sparco All-Steel Key Lock Cash Box With Tray, 10 Compartments, 2 x 10 1/2 x 15, GraySupplier Part No: 655055Manufacturer Part No: SPR15500Manufacturer Name: SP RICHARDSSupplier Quote No: 655055NIGP:UNSPSC: 44111605	\$74.99	EA	5		\$374.95	
								2	ITEM:Office Depot(R) Brand Cash Box With Locking Hatch, 3 7/8H x 11W x 7 5/8DSupplier Part No: 398750Manufacturer Part No: TS816Manufacturer Name: OFFICE DEPOTSUPPLIER Quote No: 398750NIGP:UNSPSC: 44111605	\$22.99	EA	1		\$22.99	
		Total PO												\$397.94	
	2105152	OFFICE DEPOT BUS SVCS DIV	5/6/2021	N		0		1	ITEM:Swingline(R) Optima(R) 25 Reduced Effort Stapler, 25 Sheets Capacity, Blue/GraySupplier Part No: 579750Manufacturer Part No: S7066404Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 579750NIGP:UNSPSC: 44121615	\$12.29	EA	1		\$12.29	
								2	ITEM:Wilson Jones(R) Presstex(R) Data Binder With Retractable Hooks, 60 Recycled, Light BlueSupplier Part No: 102566Manufacturer Part No: 54072Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 102566NIGP:UNSPSC: 44122015	\$4.56	EA	50		\$228.00	
		Total PO												\$240.29	
	2105206	WEST PUBLISHING CORPORATION	5/11/2021	N		0		1	PUBLICATION	\$56.00	EACH	1		\$56.00	
		Total PO												\$56.00	
PUBLIC INFORMATION OFFICE	TOTAL	POs: 3												\$14,079.00	
	2105218	SUMMIT MEDIA LLC	5/11/2021	B		0		1	BLANKET PO FOR ADVERTISING SERVICES FOR THE PERIOD 5/24/21 TO 6/20/21	\$8,479.00	EACH	1		\$8,479.00	
		Total PO												\$8,479.00	
	2105213	TRUSSVILLE TRIBUNE/PRINCIPLE PUBLISHING GROUP, LLC	5/11/2021	N		0		1	ADVERTISING SERVICES	\$3,800.00	EACH	1		\$3,800.00	
		Total PO												\$3,800.00	
	2105209	WESTERN STAR	5/11/2021	N		0		1	ADVERTISING SERVICES	\$1,800.00	EACH	1		\$1,800.00	
		Total PO												\$1,800.00	
ROADS AND TRANS ADMIN	TOTAL	POs: 1												\$3,000.00	
	2105151	CINTAS CORPORATION NO 2	5/6/2021	B		0		1	OPEN PO-FIRST AID SUPPLIES	\$3,000.00	EACH	1		\$3,000.00	
		Total PO												\$3,000.00	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
ROADS AND TRANS BRIDGE DIV	TOTAL	POs: 3												\$4,437.04	
	2105171	GREENPOINT AG HOLDINGS, LLC	5/10/2021	N		0		1	70/30 MULCH	\$14.00	EACH	42		\$588.00	
								2	13-13-13 RED FOX	\$11.50	BAG	64		\$736.00	
								3	ENVIROPAM GRANULAR TACKING	\$47.70	EACH	6		\$286.20	
								4	FESCUE KY 31	\$80.00	BAG	6		\$480.00	
								5	FESCUE TITAN RX	\$90.00	BAG	2		\$180.00	
								6	BERMUDA HULLED COATED	\$199.00	BAG	6		\$1,194.00	
								7	TONNAGE FEE	\$1.20	EACH	1		\$1.20	
		Total PO												\$3,465.40	
	2105251	W W GRAINGER	5/12/2021	N		0		1	HOOK	\$125.95	EACH	6		\$755.70	
		Total PO												\$755.70	
	2105196	AMAZON.COM SALES, INC	5/11/2021	N		0		1	PORTABLE NECK FAN	\$35.99	EACH	6		\$215.94	
		Total PO												\$215.94	
ROADS AND TRANS HWY MNT	TOTAL	POs: 1												\$399.98	
	2105225	LOWES COMPANIES, INC	5/11/2021	N		0		1	MEASURING WHEELS	\$199.99	EACH	2		\$399.98	
		Total PO												\$399.98	
ROADS AND TRANS MNT KET	TOTAL	POs: 6												\$1,884.52	
	2105227	NATIONAL CEMENT CO OF ALABAMA	5/11/2021	N		0		1	CEMENT	\$9.45	EACH	105		\$992.25	
		Total PO												\$992.25	
	2105252	ULINE INC	5/12/2021	N		0		1	CLEANER	\$19.00	EACH	2		\$38.00	
								2	HD SPRAYER	\$52.00	EACH	8		\$416.00	
								3	CLEANER BAGS	\$36.00	EACH	1		\$36.00	
		Total PO												\$490.00	
	2105228	OFFICE DEPOT BUS SVCS DIV	5/12/2021	N		0		1	ITEM:Office Depot(R) Brand Non-Magnetic Melamine Dry-Erase Whiteboard With Marker,36 x 48, Aluminum Frame With Silver FinishSupplier Part No: 717204Manufacturer Part No: KK0266Manufacturer Name: OFFICE DEPOTSUPPLIER Quote No: 717204NIGP:UNSPSC: 44111905	\$40.19	EA	1		\$40.19	
								2	ITEM:Office Depot(R) Brand Cork Bulletin Board, 24 x 36, Aluminum Frame With Silver FinishSupplier Part No: 951690Manufacturer Part No: KK0337Manufacturer Name: OFFICE DEPOTSUPPLIER Quote No: 951690NIGP:UNSPSC: 44111907	\$16.79	EA	1	Freight \$1.08	\$17.87	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
								3	ITEM:Safco(R) Onyx Mesh Desk Organizer, 13H x 13 3/4W x 11 1/2D, BlackSupplier Part No: 326448Manufacturer Part No: 3255BLManufacturer Name: SAFCO PRODUCTS COSupplier Quote No: 326448NIGP:UNSPSC: 44111503	\$24.75	EA	1		\$24.75	
								4	ITEM:Safco(R) Onyx Mesh 5-Tier Desk Organizer, 12H x 11 1/4W x 7 1/4D, BlackSupplier Part No: 326472Manufacturer Part No: 3257BLManufacturer Name: SAFCO PRODUCTS COSupplier Quote No: 326472NIGP:UNSPSC: 44122018	\$17.82	EA	1		\$17.82	
								5	ITEM:At-A-Glance(R) Executive Weekly/Monthly Appointment Book With Zipper, 11 x 8-1/4, Black, January To December 2021, 70NX8105Supplier Part No: 9579083Manufacturer Part No: 70NX810521Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 9579083NIGP:UNSPSC: 44112005	\$52.99	EA	1		\$52.99	
		<b>Total PO</b>												<b>\$153.62</b>	
	<b>2105158</b>	AMAZON.COM SALES, INC	5/7/2021	N		0		1	FORKLIFT EXT	\$119.99	EACH	1		\$119.99	
		<b>Total PO</b>												<b>\$119.99</b>	
	<b>2105243</b>	AMAZON.COM SALES, INC	5/12/2021	N		0		1	PRY BAR KIT	\$71.06	EACH	1		\$71.06	
		<b>Total PO</b>												<b>\$71.06</b>	
	<b>2105235</b>	EARL DUDLEY	5/12/2021	N		0		1	BK LEVEL BOOK	\$6.40	EACH	9		\$57.60	
		<b>Total PO</b>												<b>\$57.60</b>	
<b>SF CORRECTIONS-BH</b>	<b>TOTAL</b>	<b>POs: 2</b>												<b>\$16,695.48</b>	
	<b>2105170</b>	BLAISING FIRE & WATER, INC	5/10/2021	N		0		1	CROWD CONTROL SUIT	\$400.00	EACH	27		\$10,800.00	
								2	HELMET/FACE SHIELD	\$100.00	EACH	27		\$2,700.00	
								3	AVON GAS MASK	\$40.00	EACH	27	Freight \$400.00	\$1,480.00	
		<b>Total PO</b>												<b>\$14,980.00</b>	
	<b>2105250</b>	MSC INDUSTRIAL SUPPLY DIV	5/12/2021	N		0		1	GLOVES-MEDIUM	\$32.99	CT	12		\$395.88	
								2	GLOVES-LARGE	\$32.99	CT	20		\$659.80	
								3	GLOVES-X-LARGE	\$32.99	CT	20		\$659.80	
		<b>Total PO</b>												<b>\$1,715.48</b>	
<b>SF CORRECTIONS-BS</b>	<b>TOTAL</b>	<b>POs: 1</b>												<b>\$1,715.48</b>	
	<b>2105249</b>	MSC INDUSTRIAL SUPPLY DIV	5/12/2021	N		0		1	GLOVES-MEDIUM	\$32.99	CT	12		\$395.88	
								2	GLOVES-LARGE	\$32.99	CT	20		\$659.80	
								3	GLOVES-X-LARGE	\$32.99	CT	20		\$659.80	
		<b>Total PO</b>												<b>\$1,715.48</b>	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
SF ENFORCEMENT-BHAM	TOTAL	POs: 5												\$7,540.62	
	2105150	TENNESSEE VALLEY AVIATION SERVICES, LLC	5/6/2021	N		0		1	HELICOPTER MAINTENANCE	\$5,689.13	EACH	1		\$5,689.13	
		Total PO												\$5,689.13	
	2105162	AMAZON.COM SALES, INC	5/7/2021	N		0		1	JACK	\$253.90	EACH	3		\$761.70	
		Total PO												\$761.70	
	2105149	CITY OF CULLMAN	5/6/2021	N		0		1	JET FUEL	\$240.00	EACH	1		\$240.00	
								2	JET FUEL	\$400.00	EACH	1		\$400.00	
									Total PO					\$640.00	
	2105163	INDUSTRIAL FIRE & SAFETY EQUIPMENT INC	5/10/2021	N		0		1	EARPLUGS	\$42.35	BX	4		\$169.40	
								2	SAFETY GLASSES	\$3.55	PR	48		\$170.40	
									Total PO					\$339.80	
	2105226	STAPLES INC	5/11/2021	N		0		1	DRY-ERASE BOARD	\$109.99	EACH	1		\$109.99	
									Total PO					\$109.99	
TAX ASSESSOR BESS	TOTAL	POs: 1												\$85.98	
	2105221	AMAZON.COM SALES, INC	5/11/2021	N		0		1	CLOROX DISINFECTING WIPES	\$31.47	EACH	2		\$62.94	
								2	LYSOL DISINFECTING WIPES	\$11.52	EACH	2		\$23.04	
									Total PO					\$85.98	
TAX COLLECTOR BIRMINGHAM	TOTAL	POs: 2												\$237.40	
	2105146	ASSOCIATION OF CERTIFIED FRAUD EXAMINERS (ACFE)	5/6/2021	N		0		1	MEMBERSHIP DUES	\$195.00	EACH	1		\$195.00	
									Total PO					\$195.00	
	2105239	OFFICE DEPOT BUS SVCS DIV	5/12/2021	N		0		1	ITEM:Pendaflex(R) File Pockets, 5 1/4 Expansion, Letter Size, 30 Recycled, Brown, Box Of 10 File PocketsSupplier Part No: 546871Manufacturer Part No: 1534G-OXManufacturer Name: TOPS BRANDSSupplier Quote No: 546871NIGP:UNSPSC: 44122019	\$10.40	BX	3		\$31.20	
								2	ITEM:Lee(R) Sortkwik(TM) Hygienic Fingertip Moistener, Ergo-Style, 1.5 Oz, PinkSupplier Part No: 215597Manufacturer Part No: 12134Manufacturer Name: LEE PRODUCTS COMPANYSupplier Quote No: 215597NIGP:UNSPSC: 44121622	\$2.80	EA	4		\$11.20	
									Total PO					\$42.40	
YOUTH DETENTION ADMIN	TOTAL	POs: 2												\$251.50	
	2105197	CHARM TEX INC	5/11/2021	N		0		1	TOOTHPASTE	\$107.90	EACH	1	Freight \$18.00	\$125.90	
								2	TOOTHBRUSH	\$8.90	EACH	3		\$26.70	
									Total PO					\$152.60	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
	2105198	CHARM TEX INC	5/11/2021	N		0		1	TENSION ROD	\$84.90	CS	1	Freight \$14.00	\$98.90	
		Total PO												\$98.90	
YOUTH DETENTION SUPPORT SVCS	TOTAL	POs: 3												\$1,499.83	
	2105165	CENTRAL PAPER COMPANY INC	5/10/2021	N		0		1	PLASTIC SPOON (50SBW)	\$21.00	CS	5		\$105.00	
								2	FORKS (5040480)	\$21.10	EACH	3		\$63.30	
								3	16 OZ CUPS (DART16J16)	\$17.20	CS	3		\$51.60	
								4	THREE COMPARTMENT TRAYS (DART954T3)	\$15.40	CS	10		\$154.00	
								5	12 OZ CUPS (DART 12J12)	\$29.25	CS	6		\$175.50	
								6	12 OZ BOWL (RS12BY)	\$26.35	CS	1		\$26.35	
								7	PLATES 9" (DART9PWF)	\$32.25	CS	6		\$193.50	
								8	10 OZ BOWL (DART10B20)	\$33.25	CS	1		\$33.25	
								9	PAPER TOWEL BROWN (RIVER 812)	\$13.75	CS	1		\$13.75	
								10	HAIRNET BLACK (464355)	\$10.15	BX	2		\$20.30	
								11	PAN LINER (QUILON 205)	\$37.00	EACH	1		\$37.00	
		Total PO												\$873.55	
	2105224	BIRMINGHAM RESTAURANT SUPPLY, INC	5/11/2021	N		0		1	PARING KNIFE (ACS-04-T)	\$8.96	EA	2		\$17.92	
								2	SAUCE PANS 4 1/2 QRTS (ACS-04-T)	\$11.55	EACH	3		\$34.65	
								3	SAUCE PANS COVER (ACS-04-TC)	\$3.43	EACH	3		\$10.29	
								4	SAUCE PANS 6-1/2 QRTS (ACS-06-T)	\$12.31	EACH	3		\$36.93	
								5	SAUCE PANS COVER (ACS-06-TC)	\$3.69	EACH	3		\$11.07	
								6	SAUCE PANS 7 QRTS (ACS-07-T)	\$14.94	EACH	3		\$44.82	
								7	SAUCE PANS 10 QRTS (ACS-10-T)	\$18.78	EACH	3		\$56.34	
								8	SAUCE PAN COVERS (ACS-10-TC)	\$5.11	EACH	3		\$15.33	
								9	UTILITY TONGS 9-1/2" (47110)	\$2.19	EACH	12		\$26.28	
								10	UTILITY TONGS 12" (47113)	\$2.53	EACH	12		\$30.36	
								11	UTILITY TONGS 16" (47116)	\$2.98	EACH	6		\$17.88	
								12	ELECTRIC KNIFE (WEK200)	\$206.87	EACH	1		\$206.87	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Lin
								13	SCOOP (FG288400CLR)	\$8.06	EACH	4		\$32.24	
		Total PO												\$540.98	
	2105190	BUFFALO ROCK COMPANY	5/11/2021	N		0		1	JUICE DISPENSER BEVERAGES	\$42.65	EACH	2		\$85.30	
		Total PO												\$85.30	

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Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

**JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/6/2021 - 5/12/2021**

**4.A.6.a**

**4. Change Orders Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Rep Line
Grand Total		POs: 13											\$45,208.20	\$67,059.74	\$21,495.54	
COMMISSIONER DISTRICT 3	TOTAL	POs: 1											\$66.00	\$266.04	\$200.04	
	2101372	DEX IMAGING OF ALABAMA, LLC	11/3/2020	B	1	5/6/2021	3	COLOR COPIES	\$0.055	EACH	4837		\$66.00	\$266.04	\$200.04	
		Total PO											\$66.00	\$266.04	\$200.04	
COMMUNITY DEVELOPMENT	TOTAL	POs: 1											\$8,000.00	\$10,000.00	\$2,000.00	
	2101643	BIRMINGHAM TIMES MEDIA GROUP, LLC	5/12/2021	N	1	5/12/2021	1	OPEN PO FOR ADVERTISING SERVICES FOR THE PERIOD 10-01-20 TO 9-30-21	\$10,000.00	EACH	1		\$20,000.00	\$10,000.00	\$2,000.00	
		Total PO											\$8,000.00	\$10,000.00	\$2,000.00	
COMMUNITY DEVELOPMENT- WKCE	TOTAL	POs: 1											\$91.40	\$803.40	\$356.00	
	2102821	CONSOLIDATED PUBLISHING CO INC	5/11/2021	N	4	5/11/2021	1	ADVERTISING SERVICES	\$803.40	EACH	1		\$447.40	\$803.40	\$356.00	
		Total PO											\$91.40	\$803.40	\$356.00	
ESD BARTON LABORATORY	TOTAL	POs: 1											\$537.39	\$541.38	\$3.99	
	2104139	ACCU STANDARD INC	5/12/2021	N	1	5/12/2021	1	CHEMICALS	\$515.00	EACH	1	Freight \$26.38	\$22.39	\$541.38	\$3.99	
		Total PO											\$537.39	\$541.38	\$3.99	
ESD CAHABA RIVER WWTP	TOTAL	POs: 1											\$945.00	\$1,003.05	\$58.05	
	2105066	FISHER SCIENTIFIC LLC	5/12/2021	N	1	5/12/2021	1	TEMPERATURE PROBES	\$315.00	EACH	3	Freight \$58.05	\$0.00	\$1,003.05	\$58.05	
		Total PO											\$945.00	\$1,003.05	\$58.05	
ESD FIVE MILE CREEK WWTP	TOTAL	POs: 1											\$4,425.22	\$7,498.00	\$3,072.78	
	2105234	A & A RESOURCES, INC	5/12/2021	N	1	5/12/2021	1	GEARBOX	\$3,749.00	EACH	2		\$4,425.22	\$7,498.00	\$3,072.78	
		Total PO											\$4,425.22	\$7,498.00	\$3,072.78	
ESD SEWER SERVICES	TOTAL	POs: 1											\$14,500.00	\$29,000.00	\$14,500.00	
	2101204	JUST RITE INC	10/28/2020	B	1	5/7/2021	1	BLANKET PO FOR MAILING SERVICES 10/1/2020 - 9/30/2021	\$29,000.00	EACH	1		\$14,500.00	\$29,000.00	\$14,500.00	
		Total PO											\$14,500.00	\$29,000.00	\$14,500.00	
ESD SHADES LINE MAINTENANCE	TOTAL	POs: 2											\$3,463.16	\$3,793.95	\$330.79	
	2103213	LHOIST NORTH AMERICA	2/1/2021	N	1	5/6/2021	1	LIME; EXTRA LIME PICKED UP	\$331.58	TON	3		\$663.16	\$828.95	\$165.79	
		Total PO											\$663.16	\$828.95	\$165.79	
	2104001	P & H SUPPLY COMPANY INC	3/8/2021	N	2	5/10/2021	1	HOSE	\$1,400.00	EACH	2	Freight \$165.00	\$0.00	\$2,965.00	\$165.00	
		Total PO											\$2,800.00	\$2,965.00	\$165.00	

Attachment: 061021 WEEKLY ENC REP 050621- 051221 Final (7332 : Encumbrance Reports)

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#### 4. Change Orders Under \$15K - For Ratification Only

4.A.6.a

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line
ESD VALLEY CREEK WWTP	TOTAL	POs: 1											\$691.88	\$723.88	\$32.00	
	2104902	AQUA PRODUCTS, INC	4/22/2021	N	1	5/6/2021	1	INJECTION VALVE ASSEMBLY	\$345.94	EACH	2	Freight \$32.00	\$0.00	\$723.88	\$32.00	1
		Total PO											\$691.88	\$723.88	\$32.00	
FAMILY COURT CLERK OFFICE-BHAM	TOTAL	POs: 1											\$97.50	\$292.50	\$195.00	
	2100221	DEX IMAGING OF ALABAMA, LLC	10/6/2020	B	1	5/7/2021	2	BLACK/WHITE COPIES	\$0.0039	EACH	75000		\$97.50	\$292.50	\$195.00	1
		Total PO											\$97.50	\$292.50	\$195.00	
SENIOR CITIZEN SVCS	TOTAL	POs: 1											\$12,057.65	\$12,212.54	\$154.89	
	2104330	SUPREME MEDICAL FULFILLMENT SYSTEMS, INC	3/23/2021	N	4	5/7/2021	1	ELDERLY SERVICES	\$12,212.54	EACH	1		\$12,057.65	\$12,212.54	\$154.89	1
		Total PO											\$12,057.65	\$12,212.54	\$154.89	
TAX ASSESSOR BESS	TOTAL	POs: 1											\$333.00	\$925.00	\$592.00	
	2100025	DEX IMAGING OF ALABAMA, LLC	9/17/2020	B	1	5/7/2021	3	COLOR COPIES	\$0.037	EACH	25000		\$333.00	\$925.00	\$592.00	1
		Total PO											\$333.00	\$925.00	\$592.00	

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JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
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WEEK: 5/6/2021 - 5/12/2021

4.A.6.a

5. Contracts Change Orders - For Ratification Only

Department	Contract No	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Rej Lin
Grand Total			POs: 8											\$2,374,048.03	\$2,589,282.43	\$215,234.40	
COMMUNITY DEVELOPMENT T-WKCE	TOTAL		POs: 5											\$941,706.87	\$1,095,431.27	\$153,724.40	
	20200136	2102824	ALABAMA DEPARTMENT OF LABOR	1/14/2021	N	5	5/6/2021	1	ADULT PROGRAM SVCS	\$86,073.76	EACH	1		\$84,320.27	\$86,073.76	\$1,753.49	
			Total PO											\$84,320.27	\$86,073.76	\$1,753.49	
	20200419	2101159	ALABAMA DEPARTMENT OF LABOR	10/27/2020	N	12	5/6/2021	4	ADULT PROGRAM SERVICES	\$453,630.55	EACH	1		\$388,049.56	\$453,630.55	\$65,580.99	
							5/6/2021	5	YOUTH	\$29,023.51	EACH	1		\$20,671.09	\$29,023.51	\$8,352.42	
							5/6/2021	6	TO ADD FUND TO PROJECT CP20D	\$9,398.39	EACH	1		\$4,560.54	\$9,398.39	\$4,837.85	
			Total PO											\$413,281.19	\$492,052.45	\$78,771.26	
	20200420	2101158	ALABAMA DEPARTMENT OF LABOR	10/27/2020	N	11	5/6/2021	4	ADULT PROGRAM SERVICES	\$425,159.00	EACH	1		\$362,846.75	\$425,159.00	\$62,312.25	
							5/6/2021	5	YOUTH	\$2,898.61	EACH	1		\$2,140.47	\$2,898.61	\$758.14	
							5/6/2021	6	TO ADD LINE CP20D	\$15,080.13	EACH	1		\$9,395.80	\$15,080.13	\$5,684.33	
			Total PO											\$374,383.02	\$443,137.74	\$68,754.72	
	20200437	2101862	BEVILL STATE COMMUNITY	12/7/2020	N	8	5/6/2021	2	TO ADD FUNDS TO PROJECT CP20D	\$6,294.93	EACH	1		\$4,500.00	\$6,294.93	\$1,794.93	
			Total PO											\$4,500.00	\$6,294.93	\$1,794.93	
	20200438	2100947	WALLACE STATE COMMUNITY COLLEGE-HANCEVILLE	10/22/2020	N	15	5/12/2021	2	ADULT ITA WORKER AGREEMENT	\$67,872.39	EACH	1		\$65,222.39	\$67,872.39	\$2,650.00	
			Total PO											\$65,222.39	\$67,872.39	\$2,650.00	
ESD CAHABA RIVER WWTP	TOTAL		POs: 1											\$1,252,341.16	\$1,283,851.16	\$31,510.00	
	20200078	2105143	CDM SMITH INC	5/12/2021	N	1	5/12/2021	1	ENGINEERING DESIGN FOR ALTERNATIVE EVALUATION	\$1,283,851.16	EACH	1		\$1,252,341.16	\$1,283,851.16	\$31,510.00	1
			Total PO											\$1,252,341.16	\$1,283,851.16	\$31,510.00	
FLEET MGT ADM	TOTAL		POs: 2											\$180,000.00	\$210,000.00	\$30,000.00	
	20210095	2101071	THOMPSON TRACTOR CO INC	10/26/2020	B	5	5/7/2021	1	FLEET VEHICLE REPAIRS	\$160,000.00	EACH	1		\$155,000.00	\$160,000.00	\$5,000.00	1
			Total PO											\$155,000.00	\$160,000.00	\$5,000.00	
	20210097	2101128	W W WILLIAMS SOUTHEAST, INC	10/27/2020	B	2	5/7/2021	1	FLEET VEHICLE REPAIRS	\$50,000.00	EACH	1		\$25,000.00	\$50,000.00	\$25,000.00	1
			Total PO											\$25,000.00	\$50,000.00	\$25,000.00	

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JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/13/2021 - 5/19/2021

4.A.6.b

**1. Purchases Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
Grand Total		POs: 9											\$1,186,495.76	
COUNTY ATTORNEY	TOTAL	POs: 1											\$30,354.87	
	2105380	CORVEL HEALTHCARE CORPORATION	5/19/2021	N	0		1	WORKERS COMPENSATION	\$30,354.87	EACH	1		\$30,354.87	1
		Total PO											\$30,354.87	
ESD VILLAGE CREEK WWTP	TOTAL	POs: 2											\$52,532.88	
	2105311	MORROW WATER TECHNOLOGY	5/17/2021	N	0		1	O-RING	\$196.00	EACH	4		\$784.00	2
							2	ROTOR	\$2,053.00	EACH	8		\$16,424.00	3
							3	PLUG	\$5.00	EACH	4		\$20.00	4
							4	SHAFT DRIVE	\$5,545.00	EACH	1		\$5,545.00	5
							5	KEY TIMING GEAR	\$44.00	EACH	2		\$88.00	6
							6	ROTOR CAP	\$423.00	EACH	4		\$1,692.00	7
							7	TORQUE LOCK ASSEMBLY	\$425.00	EACH	4		\$1,700.00	8
							8	GASKET	\$6.00	EACH	10		\$60.00	9
							9	KEY DRIVE SHAFT	\$39.00	EACH	3		\$117.00	10
							10	RING SLINGER	\$24.00	EACH	4		\$96.00	11
							11	TORQUE LOCK ASSEMBLY	\$605.00	EACH	1		\$605.00	12
							12	SIGHT GLASS	\$22.00	EACH	8		\$176.00	13
							13	SHAFT AUXIL	\$5,157.00	EACH	1		\$5,157.00	14
							14	SHIPPING	\$350.00	EACH	1		\$350.00	15
		Total PO											\$32,814.00	
	2105328	MORROW WATER TECHNOLOGY	5/17/2021	N	0		1	PUMP CASING	\$5,578.00	EACH	2		\$11,156.00	16
							2	COVER PROTECTION PLATE	\$244.07	EACH	4		\$976.28	17
							3	O-RING	\$18.81	EACH	10		\$188.10	18
							4	O-RING	\$6.04	EACH	20		\$120.80	19

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**1. Purchases Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
							5	O-RING	\$6.96	EACH	20		\$139.20	20
							6	LIP SEAL	\$10.05	EACH	2		\$20.10	21
							7	LIP SEAL	\$19.85	EACH	4		\$79.40	22
							8	INNER RING	\$203.10	EACH	4		\$812.40	23
							9	INNER RING	\$152.40	EACH	2		\$304.80	24
							10	PARALLEL KEY	\$3.35	EACH	4		\$13.40	25
							11	HEXAGON SOCKET HEAD CAP SCREW	\$5.93	EACH	8		\$47.44	26
							12	PARALLEL KEY	\$2.58	EACH	4		\$10.32	27
							13	PARALLEL KEY	\$3.35	EACH	8		\$26.80	28
							14	HEXAGON SOCKET HEAD CAP SCREW	\$46.20	EACH	8		\$369.60	29
							15	CLAMPING PART	\$437.50	EACH	12		\$5,250.00	30
							16	HEXAGON SOCKET HEAD CAP SCREW	\$6.96	EACH	24		\$167.04	31
							17	SEALING WASHER	\$1.55	EACH	24		\$37.20	32
		<b>Total PO</b>											<b>\$19,718.88</b>	
<b>FLEET MGT ADM</b>	<b>TOTAL</b>	<b>POs: 5</b>											<b>\$1,084,924.01</b>	
	<b>2105330</b>	SANSOM EQUIPMENT COMPANY	5/17/2021	N		0	1	22 KW T880 CHASSIS	\$142,584.51	EACH	1		\$142,584.51	33
							2	21 VACTOR COMBO BODY	\$306,994.16	EACH	1		\$306,994.16	34
		<b>Total PO</b>											<b>\$449,578.67</b>	
	<b>2105306</b>	SANSOM EQUIPMENT COMPANY	5/17/2021	N		0	1	22 KW T440 CHASSIS	\$101,970.59	EACH	1		\$101,970.59	35
							2	21 VACTOR RAMJET BODY	\$175,653.08	EACH	1		\$175,653.08	36
		<b>Total PO</b>											<b>\$277,623.67</b>	
	<b>2105320</b>	SANSOM EQUIPMENT COMPANY	5/17/2021	N		0	1	22 KW T440 CHASSIS	\$101,970.59	EACH	1		\$101,970.59	37
							2	21 VACTOR RAMJET BODY	\$175,653.08	EACH	1		\$175,653.08	38
		<b>Total PO</b>											<b>\$277,623.67</b>	
	<b>2105331</b>	TRACTOR & EQUIPMENT CO	5/18/2021	N		0	1	NEW MINI EXCAVATOR	\$58,100.00	EACH	1		\$58,100.00	39
		<b>Total PO</b>											<b>\$58,100.00</b>	

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**1. Purchases Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105383	THOMPSON TRACTOR CO INC	5/19/2021	N	0		1	21 EQUIPMENT TRAILER	\$21,998.00	EACH	1		\$21,998.00	40
		Total PO											\$21,998.00	
SF ENFORCEMENT-BHAM	TOTAL	POs: 1											\$18,684.00	
	2105316	GALLS, LLC	5/17/2021	N	0		1	GAS MASKS	\$519.00	EACH	8		\$4,152.00	41
							2	GAS MASKS	\$519.00	EACH	15		\$7,785.00	42
							3	GAS MASKS	\$519.00	EACH	13		\$6,747.00	43
		Total PO											\$18,684.00	

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JEFFERSON COUNTY COMMISSION  
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4.A.6.b

**2. Change Orders Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Repo Line #
Grand Total		POs: 2											\$180,000.00	\$245,000.00	\$65,000.00	
ESD BARTON LABORATORY	TOTAL	POs: 1											\$80,000.00	\$120,000.00	\$40,000.00	
	2100231	FISHER SCIENTIFIC LLC	5/14/2021	B	1	5/14/2021	1	LAB SUPPLIES	\$120,000.00	EACH	1		\$80,000.00	\$120,000.00	\$40,000.00	1
		Total PO											\$80,000.00	\$120,000.00	\$40,000.00	
ESD TRUSSVILLE WWTP	TOTAL	POs: 1											\$100,000.00	\$125,000.00	\$25,000.00	
	2100175	CHEMTRADE CHEMICALS CORPORATION	10/6/2020	B	1	5/19/2021	1	ALUMINUM CHLORIDE	\$125,000.00	EACH	1		\$100,000.00	\$125,000.00	\$25,000.00	2
		Total PO											\$100,000.00	\$125,000.00	\$25,000.00	

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JEFFERSON COUNTY COMMISSION  
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4.A.6.b

**3. Purchases Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
Grand Total		POs: 121												\$187,335.82	
BD OF REGISTRARS	TOTAL	POs: 1												\$4,500.00	
	2105355	U S POSTAL SERVICE	5/18/2021	N		0		1	POSTAGE	\$4,500.00	EACH	1		\$4,500.00	1
		Total PO												\$4,500.00	
BOARD OF EQUALIZ-STATE	TOTAL	POs: 2												\$92.45	
	2105325	USI INSURANCE SERVICES LLC	5/17/2021	N		0		1	NOTARY FEE	\$50.00	EACH	1		\$50.00	2
		Total PO												\$50.00	
	2105386	BHAM RUBBER STAMP	5/19/2021	N		0		1	NOTARY STAMP	\$29.95	EACH	1	Freight \$12.50	\$42.45	3
		Total PO												\$42.45	
COMMUNITY DEVELOPMENT-WKCE	TOTAL	POs: 1												\$293.84	
	2105350	CDW LLC	5/18/2021	N		0		1	SOFTWARE	\$73.46	EACH	4		\$293.84	4
		Total PO												\$293.84	
CORONER	TOTAL	POs: 3												\$725.21	
	2105375	NCH CORPORATION	5/19/2021	N		0		1	DISINFECTANT	\$39.45	GAL	10	Freight \$50.00	\$444.50	5
		Total PO												\$444.50	
	2105395	AMERICAN CHEMICALS AND EQUIPMENT INC	5/19/2021	N		0		1	BUTCHER PAPER	\$52.51	ROL	3		\$157.53	6
		Total PO												\$157.53	
	2105332	OFFICE DEPOT BUS SVCS DIV	5/18/2021	N		0		1	ITEM:Office Depot(R) Brand Perforated Writing Pads, 8-1/2 x 11-3/4, Legal Ruled, 50 Sheets, White, Pack Of 12 PadsSupplier Part No: 305466Manufacturer Part No: 99401Manufacturer Name: OFFICE DEPOTSUPPLIER Quote No: 305466NIGP:UNSPSC: 14111514	\$3.57	PK	10		\$35.70	7
								2	ITEM:Office Depot(R) Brand Perforated Writing Pads, 5 x 8, Narrow Ruled, 50 Sheets, White, Pack Of 12 PadsSupplier Part No: 306902Manufacturer Part No: 99422Manufacturer Name: CARDINAL BRANDS, INCSupplier Quote No: 306902NIGP:UNSPSC: 14111514	\$2.29	DZN	10		\$22.90	8
								3	ITEM:Xstamper(R) VersaDater(R) Received StampSupplier Part No: 491464Manufacturer Part No: XST66211Manufacturer Name: SHACHIHATA INC., (USA)Supplier Quote No: 491464NIGP:UNSPSC: 44121604	\$57.19	EA	1		\$57.19	9

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								4	ITEM:Really Useful Box(R) Plastic Storage Container With Built-In Handles And Snap Lid, 3 Liters, 6 1/2 x 7 1/4, 9 1/2 x 7 1/4 x 6 1/2, BlueSupplier Part No: 546822Manufacturer Part No: 3TBManufacturer Name: REALLY USEFUL PRODUCTS LTDSupplier Quote No: 546822NIGP:UNSPSC: 44111515	\$7.39	EA	1		\$7.39	10
		Total PO												\$123.18	
COUNTY ATTORNEY	TOTAL	POs: 2												\$1,425.00	
	2105379	BEHAVIORAL HEALTH SYSTEMS, INC	5/19/2021	N		0		1	EMPLOYEE SCREENING	\$1,275.00	EACH	1		\$1,275.00	11
		Total PO												\$1,275.00	
	2105381	THE WORKPLACE	5/19/2021	N		0		1	EMPLOYEE SCREENING	\$150.00	EACH	1		\$150.00	12
		Total PO												\$150.00	
COUNTY MANAGER	TOTAL	POs: 1												\$110.00	
	2105349	AMERICAN CITY BUSINESS JOURNALS, INC	5/18/2021	N		0		1	PUBLICATION	\$110.00	EACH	1		\$110.00	13
		Total PO												\$110.00	
DEVELOPMENT SERVICES	TOTAL	POs: 2												\$827.38	
	2105343	AMAZON.COM SALES, INC	5/18/2021	N		0		1	AIR PURIFIER	\$699.00	EACH	1		\$699.00	14
		Total PO												\$699.00	
	2105339	AMAZON.COM SALES, INC	5/18/2021	N		0		1	DISPOSABLE SHOE BOOTS	\$8.59	EACH	1		\$8.59	15
								2	DISPOSABLE COVERALLS	\$69.99	EACH	1		\$69.99	16
								3	RESPIRATOR MASK	\$14.61	EACH	1		\$14.61	17
								4	PARTICULATE CARTRIDGE	\$8.99	EACH	1		\$8.99	18
								5	TRASH BAGS	\$9.49	EACH	1		\$9.49	19
								6	ZIPLOC FREEZER BAGS	\$8.76	EACH	1		\$8.76	20
								7	WORKLION UTILITY KNIFE	\$7.95	EACH	1		\$7.95	21
		Total PO												\$128.38	
DISTRICT ATTORNEY BESSEMER	TOTAL	POs: 1												\$450.00	
	2105373	BGRACE MEDIA	5/19/2021	N		0		1	ADVERTISING SERVICES	\$450.00	EACH	1		\$450.00	22
		Total PO												\$450.00	
DISTRICT ATTORNEY BHAM	TOTAL	POs: 2												\$537.19	
	2105262	AMBER NEWTON	5/13/2021	N		0		1	TRANSCRIPTION SERVICES	\$4.05	EACH	124		\$502.20	23
		Total PO												\$502.20	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105333	OFFICE DEPOT BUS SVCS DIV	5/18/2021	N		0		1	ITEM:SwiftGlimpse 2-Sided Yearly Erasable Wall Calendar, 32 x 48, Navy, January To December 2021Supplier Part No: 8502837Manufacturer Part No: SG 2021 NAVY 32Manufacturer Name: RELIABLE MAP COMPANY OF FLORIDA, LLC DBA SWIFTMAPSSupplier Quote No: 8502837NIGP:UNSPSC: 44112002	\$34.99	EA	1		\$34.99	24
		Total PO												\$34.99	
ESD CAHABA RIVER WWTP	TOTAL	POs: 1												\$493.16	
	2105337	ALABAMA SLING CENTER	5/18/2021	N		0		1	LEVER HOIST	\$192.39	EACH	1		\$192.39	25
								2	LEVER HOIST	\$300.77	EACH	1		\$300.77	26
		Total PO												\$493.16	
ESD FIVE MILE CREEK WWTP	TOTAL	POs: 3												\$5,829.48	
	2105257	ALABAMA SLING CENTER	5/13/2021	N		0		1	WIRE ROPE ACCESSORIES	\$142.61	EACH	6		\$855.66	27
								2	BOLT/ANCHOR SHACKLES	\$6.50	EACH	50		\$325.00	28
								3	BOLT/ANCHOR SHACKLES	\$9.75	EACH	50		\$487.50	29
								4	BOLT/ANCHOR SHACKLES	\$20.48	EACH	25		\$512.00	30
								5	BOLT/ANCHOR SHACKLES	\$14.89	EACH	25		\$372.25	31
								6	BOLT/ANCHOR SHACKLES	\$20.81	EACH	25		\$520.25	32
		Total PO												\$3,072.66	
	2105265	USA BLUEBOOK	5/13/2021	N		0		1	934-AH FILTERS	\$131.50	EACH	10		\$1,315.00	33
								2	MAGNETIC FILTER FUNNEL	\$133.95	EACH	1		\$133.95	34
								3	TENSETTE, PIPETS	\$330.00	EACH	2		\$660.00	35
								4	PIPET, TIPS	\$57.19	EACH	4		\$228.76	36
								5	FREIGHT	\$13.67	EACH	1		\$13.67	37
		Total PO												\$2,351.38	
	2105276	OFFICE DEPOT BUS SVCS DIV	5/13/2021	N		0		1	ITEM:Serta(R) Smart Layers(TM) Jennings Big And Tall Bonded Leather High-Back Executive Chair, Black/SlateSupplier Part No: 304574Manufacturer Part No: 45314-VNManufacturer Name: TRUE INNOVATIONSSupplier Quote No: 304574NIGP:UNSPSC: 56112104	\$379.99	EA	1		\$379.99	38
								2	ITEM:Compucessory Smooth Cloth Nonskid Mouse Pads - 9.50 x 8.50 Dimension - Black - Rubber Base, Cloth - 1 PackSupplier Part No: 984008Manufacturer Part No: CCS23617Manufacturer Name: SPARCO PRODUCTSSupplier Quote No: 984008NIGP:UNSPSC: 43211802	\$5.09	EA	5		\$25.45	39
		Total PO												\$405.44	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
ESD FIVE MILE WWTP MAINT	TOTAL	POs: 2												\$2,374.94	
	2105338	W W GRAINGER	5/18/2021	N		0		1	HAND RATCHET	\$58.07	EA	3		\$174.21	40
								2	SOCKET	\$14.60	EA	1		\$14.60	41
								3	SOCKET	\$8.47	EA	1		\$8.47	42
								4	SOCKET	\$27.10	EA	1		\$27.10	43
								5	SOCKET	\$18.89	EA	1		\$18.89	44
								6	SOCKET	\$9.24	EA	1		\$9.24	45
								7	SOCKET	\$17.42	EA	1		\$17.42	46
								8	SOCKET	\$19.66	EA	1		\$19.66	47
								9	SOCKET	\$8.47	EA	1		\$8.47	48
								10	SOCKET	\$8.01	EA	1		\$8.01	49
								11	SOCKET	\$8.84	EA	1		\$8.84	50
								12	SOCKET	\$9.31	EA	1		\$9.31	51
								13	SOCKET	\$9.83	EA	1		\$9.83	52
								14	SOCKET SET	\$363.59	EA	1		\$363.59	53
								15	SOCKET SET	\$442.94	EA	1		\$442.94	54
								16	BIT SET	\$137.26	EA	1		\$137.26	55
								17	WRENCH	\$5.62	EA	10		\$56.20	56
		Total PO												\$1,334.04	
	2105402	W W GRAINGER	5/19/2021	N		0		1	ALUMINA DEPRESSED CENTER WHEELS	\$9.18	EA	50		\$459.00	57
								2	ABRASIVE CUT-OFF WHEELS	\$1.32	EA	250		\$330.00	58
								3	DIAMOND BLADE FLANGE NUTS	\$4.81	EA	10		\$48.10	59
								4	DIAMOND ABRASIVE CUT-OFF WHEELS	\$10.19	EA	20		\$203.80	60
		Total PO												\$1,040.90	
ESD GENERAL ADMINISTRATION	TOTAL	POs: 5												\$16,265.91	
	2105291	INFOR (US) INC	5/14/2021	N		0		1	SOFTWARE SUPPORT/MAINTENANCE	\$7,896.92	EACH	1		\$7,896.92	61
		Total PO												\$7,896.92	

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	2105284	W W GRAINGER	5/14/2021	N		0		1	INVERTER OUTPUT VOLTAGE	\$876.88	EA	2		\$1,753.76	62
								2	CORDLESS IMPACT WRENCH KIT	\$209.00	EA	2		\$418.00	63
								3	DRILL VOLTAGE	\$149.00	EA	2		\$298.00	64
								4	RECIPROCATING CORDLESS SAW	\$189.00	EA	2		\$378.00	65
								5	SOCKET	\$392.33	EA	2		\$784.66	66
								6	HAND RACHET	\$58.46	EA	2		\$116.92	67
								7	SCREWDRIVER SET	\$77.28	EA	2		\$154.56	68
								8	HOLE SAW KIT	\$335.29	EA	2		\$670.58	69
								9	PINCH BARS	\$37.05	EA	2		\$74.10	70
								10	BATTERY AND CHARGER KIT	\$226.16	EA	4		\$904.64	71
								11	CORDLESS IMPACT WRENCH	\$234.11	EA	2		\$468.22	72
								12	RECIPROCATING CORDLESS SAW	\$232.15	EA	2		\$464.30	73
								Total PO						\$6,485.74	
	2105308	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N		0		1	TONER	\$102.02	EA	2		\$204.04	74
								2	TONER	\$151.98	EA	2		\$303.96	75
								3	TONER	\$151.98	EA	2		\$303.96	76
								4	TONER	\$151.98	EA	2		\$303.96	77
								Total PO						\$1,115.92	
	2105292	OFFICE DEPOT BUS SVCS DIV	5/14/2021	N		0		1	TONER	\$182.48	EA	1		\$182.48	78
								2	TONER	\$182.48	EA	1		\$182.48	79
								3	TONER	\$182.48	EA	1		\$182.48	80
								4	TONER	\$168.89	EA	1		\$168.89	81
								Total PO						\$716.33	
	2105307	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N		0		1	ITEM:Office Depot(R) Brand Steno Books, 6 x 9, Gregg Ruled, 70 Sheets, Greentint, Pack Of 12Supplier Part No: 307389Manufacturer Part No: 99470Manufacturer Name: OFFICE DEPOTSupplier Quote No: 307389NIGP:UNSPSC: 14111514	\$3.67	DZN	2		\$7.34	82
								2	ITEM:Office Depot(R) Brand Form Holder Storage Clipboard Box, 15H x 13W x 2D, CharcoalSupplier Part No: 544124Manufacturer Part No: 10251Manufacturer Name: OFFICE DEPOTSupplier Quote No: 544124NIGP:UNSPSC: 44122012	\$18.89	EA	2		\$37.78	83

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	ITEM:Office Depot(R) Brand Plastic Clipboard, ClearSupplier Part No: 6826483Manufacturer Part No: EV202116Manufacturer Name: OFFICE DEPOTSupplier Quote No: 6826483NIGP:UNSPSC: 44122012	\$0.98	EA	6		\$5.88	84
		Total PO												\$51.00	
ESD LEEDS WWTP	TOTAL	POs: 2												\$252.64	
	2105275	POWER & RUBBER SUPPLY INC	5/13/2021	N		0		1	BELT SLIT ASSEMBLY PARTS	\$33.08	EACH	2		\$66.16	85
								2	BELT SLIT ASSEMBLY PARTS	\$37.68	EACH	2		\$75.36	86
		Total PO												\$141.52	
	2105374	AMAZON.COM SALES, INC	5/19/2021	N		0		1	REPLACEMENT CHAINS	\$13.89	EACH	8		\$111.12	87
		Total PO												\$111.12	
ESD PRUDES CREEK WWTP	TOTAL	POs: 1												\$569.12	
	2105293	OFFICE DEPOT BUS SVCS DIV	5/14/2021	N		0		1	TONER	\$62.89	EA	2		\$125.78	88
								2	TONER	\$73.89	EA	2		\$147.78	89
								3	TONER	\$73.89	EA	2		\$147.78	90
								4	TONER	\$73.89	EA	2		\$147.78	91
		Total PO												\$569.12	
ESD PUMP STATIONS	TOTAL	POs: 3												\$2,903.20	
	2105340	MG AUTOMATION & CONTROLS	5/18/2021	N		0		1	SWITCH	\$132.45	EACH	8		\$1,059.60	92
								2	PHASE MONITOR	\$109.75	EACH	6		\$658.50	93
								3	PHASE MONITOR	\$87.83	EACH	6		\$526.98	94
		Total PO												\$2,245.08	
	2105401	W W GRAINGER	5/19/2021	N		0		1	LED HEADLAMP	\$69.97	EACH	6		\$419.82	95
		Total PO												\$419.82	
	2105399	W W GRAINGER	5/19/2021	N		0		1	PENLIGHT	\$23.83	EACH	10		\$238.30	96
		Total PO												\$238.30	
ESD SEWER LINE CONSTRUCTION	TOTAL	POs: 3												\$3,232.76	
	2105269	CONSOLIDATED PIPE & SUPPLY	5/13/2021	N		0		1	SADDLES	\$133.00	EACH	12		\$1,596.00	97
								2	PIPE PLUGS	\$43.75	EACH	20		\$875.00	98
		Total PO												\$2,471.00	

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	2105358	W W GRAINGER	5/18/2021	N		0		1	LINE MARKING, PAINT	\$2.68	EA	72		\$192.96	99
								2	INVERTED MARKING, PAINT	\$2.65	EA	72		\$190.80	100
		Total PO												\$383.76	
	2105267	CONSOLIDATED PIPE & SUPPLY	5/13/2021	N		0		1	PIPE ADAPTER	\$189.00	EACH	2		\$378.00	101
		Total PO												\$378.00	
	TOTAL	POs: 1												\$3,060.60	
ESD TELEVISION INSPECTION	2105297	EARL DUDLEY	5/14/2021	N		0		1	SPRAY PAINT	\$3.69	EACH	240		\$885.60	102
								2	LEVEL RODS	\$125.00	EACH	15		\$1,875.00	103
								3	MANHOLE PICK	\$30.00	EACH	10		\$300.00	104
		Total PO												\$3,060.60	
	TOTAL	POs: 3												\$21,448.00	
ESD TRUSSVILLE WWTP	2105298	JIM HOUSE & ASSOCIATES	5/14/2021	N		0		1	FLYGT MIXER 4460.010-460 REPAIR	\$12,462.00	EACH	1		\$12,462.00	105
		Total PO												\$12,462.00	
	2105321	JIM HOUSE & ASSOCIATES	5/17/2021	N		0		1	REPAIR OF FLYGT MIXER	\$8,766.00	EACH	1		\$8,766.00	106
		Total PO												\$8,766.00	
	2105296	GREENPOINT AG HOLDINGS, LLC	5/14/2021	N		0		1	HERBICIDE	\$110.00	EACH	2		\$220.00	107
		Total PO												\$220.00	
ESD TURKEY CREEK WWTP	TOTAL	POs: 2												\$1,117.80	
	2105289	USA BLUEBOOK	5/14/2021	N		0		1	SLUDGE JUDGE	\$135.95	EACH	5		\$679.75	108
		Total PO												\$679.75	
	2105341	W W GRAINGER	5/18/2021	N		0		1	TOWER FAN	\$87.61	EACH	5		\$438.05	109
		Total PO												\$438.05	
ESD VALLEY CREEK WWTP	TOTAL	POs: 4												\$4,125.26	
	2105322	A & A RESOURCES, INC	5/17/2021	N		0		1	LUBRICATOR	\$54.00	EACH	40		\$2,160.00	110
		Total PO												\$2,160.00	
	2105327	EMD MILLIEPORE CORPORATION	5/17/2021	N		0		1	FILTER FOR WATER SYSTEM	\$491.04	EACH	2		\$982.08	111
								2	FILTER	\$153.12	EACH	2		\$306.24	112
								3	SANITIZATION KIT	\$77.22	EACH	2	Freight \$45.00	\$199.44	113
		Total PO												\$1,487.76	

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	2105394	GALLS, LLC	5/19/2021	N		0		1	SHIRT	\$18.50	EACH	4		\$74.00	114
								2	SHIRT	\$17.00	EACH	4		\$68.00	115
								3	PANTS	\$20.50	EACH	5		\$102.50	116
								4	JACKET	\$33.50	EACH	1		\$33.50	117
								5	EMBROIDERY/LOGO	\$0.00	EACH	9		\$0.00	118
	Total PO												\$278.00		
	2105384	A & A RESOURCES, INC	5/19/2021	N		0		1	GAUGES FOR UV HYDRAULICS	\$18.75	EACH	10	Freight \$12.00	\$199.50	119
								Total PO							
ESD VALLEY WWTP MAINTENANCE	TOTAL	POs: 1												\$433.98	
	2105259	W W GRAINGER	5/13/2021	N		0		1	SPRING RETURN HOSE REEL-AIR, WATER	\$433.98	EA	1		\$433.98	120
								Total PO							
ESD VILLAGE CREEK LINE MAINT	TOTAL	POs: 2												\$5,428.80	
	2105285	K-CHEM INC	5/14/2021	N		0		1	CLEANER/DEGREASER	\$99.75	EACH	48		\$4,788.00	121
								Total PO							
	2105400	MOTION INDUSTRIES	5/19/2021	N		0		1	SAFETY GLOVES	\$4.45	EACH	144		\$640.80	122
								Total PO							
ESD VILLAGE CREEK WWTP	TOTAL	POs: 4												\$5,602.49	
	2105287	MORROW WATER TECHNOLOGY	5/14/2021	N		0		1	GEAR WHEEL	\$867.27	EACH	4		\$3,469.08	123
								2	PARALLEL KEY	\$8.40	EACH	6		\$50.40	124
								3	LIP SEAL	\$9.54	EACH	4		\$38.16	125
								4	LIP SEAL	\$17.53	EACH	4		\$70.12	126
								Total PO							
	2105286	AMERICAN PIPE & SUPPLY COMPANY	5/14/2021	N		0		1	GALV BOLT PACK	\$22.50	EACH	2		\$45.00	127
								2	GATE VALVE	\$1,281.73	EACH	1		\$1,281.73	128
								Total PO							
	2105304	AMERICAN PROMO	5/16/2021	N		0		1	PANTS	\$34.00	EACH	5		\$170.00	129
2								SHIRTS	\$36.50	EACH	5		\$182.50	130	
3								SHIRTS	\$23.25	EACH	5		\$116.25	131	

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								4	RAINSUIT	\$77.25	EACH	1		\$77.25	132
		Total PO												\$546.00	
	2105300	AMERICAN PROMO	5/16/2021	N		0		1	JACKET	\$102.00	EACH	1		\$102.00	133
		Total PO												\$102.00	
ESD VILLAGE WWTP MAINTENANCE	TOTAL	POs: 2												\$1,713.43	
	2105294	COCA COLA BOTTLING COMPANY UNITED, INC	5/14/2021	N		0		1	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	6		\$101.94	134
								2	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	6		\$101.94	135
								3	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	6		\$101.94	136
								4	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	5		\$84.95	137
								5	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	5		\$84.95	138
								6	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	139
								7	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	140
								8	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	141
								9	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	142
								10	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	143
								11	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	8		\$135.92	144
								12	BOTTLED/CANNED BEVERAGES	\$15.50	EACH	4		\$62.00	145
								13	BOTTLED/CANNED BEVERAGES	\$31.99	EACH	1		\$31.99	146
		Total PO												\$1,385.23	
	2105398	W W GRAINGER	5/19/2021	N		0		1	LIGHTS	\$109.40	EA	3		\$328.20	147
		Total PO												\$328.20	
ESD WWTP ELECTRICAL MAINT	TOTAL	POs: 3												\$5,153.03	
	2105268	GRAYBAR ELECTRIC COMPANY	5/13/2021	N		0		1	LIGHTING REPLACEMENT	\$5.06	EACH	600		\$3,036.00	148
														\$3,036.00	
	2105270	AMERICAN PROMO	5/13/2021	N		0		1	PANTS	\$109.00	EACH	5		\$545.00	149
								2	T-SHIRTS	\$102.00	EACH	4		\$408.00	150
								3	FLAME RESISTANT T-SHIRTS	\$95.00	EACH	5		\$475.00	151
		Total PO												\$1,428.00	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105303	PRINTER'S INK LLC	5/16/2021	N				1	SHIRTS	\$72.20	EACH	2		\$144.40	152
								2	T-SHIRT	\$57.37	EACH	1		\$57.37	153
								3	PANTS	\$77.36	EACH	4		\$309.44	154
								4	PANTS	\$88.91	EACH	2		\$177.82	155
		Total PO												\$689.03	
FINANCE ADMINISTRATION	TOTAL	POs: 1												\$80.97	
	2105309	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N				1	ITEM:BIC(R) Gelcity(TM) Retractable Gel Ink Pens, Medium Point, 0.7 mm, Black Barrel, Black Ink, Pack Of 12Supplier Part No: 865486Manufacturer Part No: RLC11BLKManufacturer Name: BIC CORPSupplier Quote No: 865486NIGP:UNSPSC: 44121701	\$5.53	DZN	1		\$5.53	156
								2	ITEM:BIC(R) Gelcity(TM) Retractable Gel Ink Pens, Medium Point, 0.7 mm, Blue Barrel, Blue Ink, Pack Of 12Supplier Part No: 865567Manufacturer Part No: RLC11BEManufacturer Name: BIC CORPSupplier Quote No: 865567NIGP:UNSPSC: 44121701	\$5.53	DZN	1		\$5.53	157
								3	ITEM:Paper Mate(R) Sharpwriter(R) Mechanical Pencils, 0.7mm, #2 Lead, Yellow Barrel, Pack Of 12Supplier Part No: 181529Manufacturer Part No: 30301Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 181529NIGP:UNSPSC: 44121705	\$1.78	DZN	1		\$1.78	158
								4	ITEM:Office Depot(R) Brand Binder Clips, Medium, 1-1/4 Wide, 5/8 Capacity, Black, Pack Of 144 (12 Boxes Of 12 Clips)Supplier Part No: 825190Manufacturer Part No: YL1027Manufacturer Name: OFFICE DEPOTSupplier Quote No: 825190NIGP:UNSPSC: 44122105	\$4.28	PK	2		\$8.56	159
								5	ITEM:Office Depot(R) Brand Binder Clips, Large, 2 Wide, 1 Capacity, Black, Box Of 12Supplier Part No: 308957Manufacturer Part No: YL1013Manufacturer Name: OFFICE DEPOTSupplier Quote No: 308957NIGP:UNSPSC: 44122105	\$0.93	BX	1		\$0.93	160
								6	ITEM:Business Source Small Binder Clips - Small - for Paper, Project, Document - 40 / Pack - Black - Steel, ZincSupplier Part No: 9442240Manufacturer Part No: BSN65366Manufacturer Name: SP RICHARDSSupplier Quote No: 9442240NIGP:UNSPSC: 44122105	\$3.79	PK	3		\$11.37	161
								7	ITEM:Office Depot(R) Brand Perforated Writing Pads, 8-1/2 x 11-3/4, Legal Ruled, 50 Sheets, White, Pack Of 12 PadsSupplier Part No: 305466Manufacturer Part No: 99401Manufacturer Name: OFFICE DEPOTSupplier Quote No: 305466NIGP:UNSPSC: 14111514	\$3.57	PK	1		\$3.57	162
								8	ITEM:Office Depot(R) Brand Steno Books, 6 x 9, Gregg Ruled, 70 Sheets, Greentint, Pack Of 12Supplier Part No: 307389Manufacturer Part No: 99470Manufacturer Name: OFFICE DEPOTSupplier Quote No: 307389NIGP:UNSPSC: 14111514	\$3.67	DZN	1		\$3.67	163
								9	ITEM:Office Depot(R) Brand File Folders, 1/3 Tab Cut, Assorted Position, Letter Size, Manila, Pack Of 100 FoldersSupplier Part No: 543280Manufacturer Part No: 543280Manufacturer Name: OFFICE DEPOTSupplier Quote No: 543280NIGP:UNSPSC: 44122011	\$6.12	BX	1		\$6.12	164

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								10	ITEM:Post it(R) Notes Super Sticky Notes, 3 x 3, Miami, Pack Of 24 PadsSupplier Part No: 336977Manufacturer Part No: 65424SSMIACPMANUFACTURER Name: 3M COSupplier Quote No: 336977NIGP:UNSPSC: 14111530	\$13.76	PK	2		\$27.52	165
								11	ITEM:Sparco Sign Here Preprinted Self-Stick Flags, 1/2 x 1 3/4, Assorted Colors, Pack Of 140Supplier Part No: 758855Manufacturer Part No: SPR38008Manufacturer Name: SP RICHARDSSupplier Quote No: 758855NIGP:UNSPSC: 55121616	\$6.39	PK	1		\$6.39	166
									<b>Total PO</b>					<b>\$80.97</b>	
<b>FLEET MGT ADM</b>	<b>TOTAL</b>	<b>POs: 4</b>												<b>\$4,429.82</b>	
	<b>2105271</b>	SIEMENS INDUSTRY INC	5/13/2021	N		0		1	FIRE SPRINKLER INSPECTION	\$1,524.00	EACH	1		\$1,524.00	167
									<b>Total PO</b>					<b>\$1,524.00</b>	
	<b>2105290</b>	GENUINE PARTS CO/NAPA	5/14/2021	N		0		1	CONTRACTOR KIT	\$1,189.00	EACH	1		\$1,189.00	168
									<b>Total PO</b>					<b>\$1,189.00</b>	
	<b>2105388</b>	CINTAS CORPORATION NO 2	5/19/2021	N		0		1	JANITORIAL SUPPLIES	\$387.92	EACH	1		\$387.92	169
								2	JANITORIAL SUPPLIES	\$231.70	EACH	1		\$231.70	170
								3	JANITORIAL SUPPLIES	\$437.20	EACH	1		\$437.20	171
									<b>Total PO</b>					<b>\$1,056.82</b>	
	<b>2105353</b>	JEFF CO BD OF HEALTH	5/18/2021	N		0		1	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	172
								2	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	173
								3	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	174
								4	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	175
								5	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	176
								6	COMPLIANCE FEE	\$110.00	EACH	1		\$110.00	177
									<b>Total PO</b>					<b>\$660.00</b>	
<b>GEN SERV-ADMIN</b>	<b>TOTAL</b>	<b>POs: 5</b>												<b>\$12,754.15</b>	
	<b>2105357</b>	SLOAN SUPPLY CO, INC	5/18/2021	N		0		1	GALVM	\$53.38	EACH	20		\$1,067.60	178
								2	RIDGECAP	\$14.00	EACH	4		\$56.00	179
								3	GAUGE	\$71.00	EACH	10		\$710.00	180
								4	GAUGE	\$53.25	EACH	20		\$1,065.00	181
								5	CORNER	\$25.60	EACH	4		\$102.40	182
								6	RAKE	\$28.80	EACH	4		\$115.20	183

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								7	WOODTITES GAL	\$8.40	EACH	8		\$63.00	184
								8	PAINTED WOODTITES	\$8.40	EACH	8		\$63.00	185
								9	FRAMEWORK PACKAGE	\$6,332.11	EACH	1		\$6,332.11	186
									<b>Total PO</b>					<b>\$9,574.31</b>	
	2105258	BIRMINGHAM RESTAURANT SUPPLY, INC	5/13/2021	N		0		1	RANGE	\$1,516.64	EACH	1		\$1,516.64	187
								2	INSTALLATION	\$125.00	EACH	1		\$125.00	188
									<b>Total PO</b>					<b>\$1,641.64</b>	
	2105272	JOHNSON CONTROLS INC	5/13/2021	N		0		1	CHILLER REPAIR	\$1,252.10	EACH	1		\$1,252.10	189
									<b>Total PO</b>					<b>\$1,252.10</b>	
	2105345	KNOX PEST CONTROL	5/18/2021	N		0		1	TERMITE RENEWAL/INSPECTION	\$150.00	EACH	1		\$150.00	190
									<b>Total PO</b>					<b>\$150.00</b>	
	2105312	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N		0		1	ITEM:Five Star(R) Notebook, 8 1/2 x 11, 5 Subjects, College Ruled, 200 Sheets, Assorted Colors (No Color Choice)Supplier Part No: 498949Manufacturer Part No: 06208Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 498949NIGP:UNSPSC: 14111514	\$5.22	EA	4		\$20.88	191
								2	ITEM:Office Depot(R) Brand Rubber Bands, #33, 3 1/2 x 1/8, Crepe, 1-Lb BagSupplier Part No: 855883Manufacturer Part No: 2433408Manufacturer Name: OFFICE DEPOTSupplier Quote No: 855883NIGP:UNSPSC: 44122101	\$2.93	BG	1		\$2.93	192
								3	ITEM:Post-it(R) Notes, 1-1/2 x 2, Cape Town, Pack Of 12 PadsSupplier Part No: 561894Manufacturer Part No: 653ANManufacturer Name: 3M COSupplier Quote No: 561894NIGP:UNSPSC: 14111530	\$3.92	DZN	2		\$7.84	193
								4	ITEM:Scotch(R) Transparent Tape, 3/4 x 1,000, Clear, Pack Of 12 RollsSupplier Part No: 305324Manufacturer Part No: 600K12Manufacturer Name: 3M COSupplier Quote No: 305324NIGP:UNSPSC: 31201512	\$13.51	PK	1		\$13.51	194
								5	ITEM:Pentel(R) R.S.V.P.(R) Ballpoint Pens, Medium Point, 1.0 mm, Clear Barrel, Black Ink, Pack Of 12Supplier Part No: 120675Manufacturer Part No: BK91PC12AManufacturer Name: PENTEL OF AMERICA, LTD.Supplier Quote No: 120675NIGP:UNSPSC: 44121704	\$4.55	DZN	2		\$9.10	195
								6	ITEM:Office Depot(R) Brand Side-Application Correction Tape, 1 Line x 392, Pack Of 12Supplier Part No: 965232Manufacturer Part No: RTP-002191Manufacturer Name: OFFICE DEPOTSupplier Quote No: 965232NIGP:UNSPSC: 44121801	\$6.01	PK	3		\$18.03	196
								7	ITEM:Sharp(R) EL-1197PIII Desktop Printing CalculatorSupplier Part No: 776321Manufacturer Part No: EL1197P111Manufacturer Name: SHARP ELECTRONICS CORPORATIONSupplier Quote No: 776321NIGP:UNSPSC: 44101810	\$38.95	EA	1		\$38.95	197

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								8	ITEM:Office Depot(R) Brand 100 Recycled Perforated Legal Pads, 5 x 8, 50 Sheets, White, Pack Of 6 PadsSupplier Part No: 480710Manufacturer Part No: 99438Manufacturer Name: CARDINAL BRANDS, INCSupplier Quote No: 480710NIGP:UNSPSC: 14111514	\$6.44	PK	2		\$12.88	198
								9	ITEM:Ampad Wirebound Pocket Memo Books, 4 x 6, 40 Sheets, Narrow Ruled, Assorted Colors, Pack Of 3Supplier Part No: 531907Manufacturer Part No: TOP45094Manufacturer Name: TOPS BUSINESS FORMSSupplier Quote No: 531907NIGP:UNSPSC: 14111514	\$5.99	PK	2		\$11.98	199
								Total PO							\$136.10
								TOTAL POs: 2							\$104.16
HUMAN RESOURCES-ADMIN	2105274	OFFICE DEPOT BUS SVCS DIV	5/13/2021	N		0		1	ITEM:Avery(R) Easy Peel(R) Address Labels With Sure Feed(TM) Technology, 5160, 1 x 2 5/8, White, Box Of 3,000Supplier Part No: 364364Manufacturer Part No: 5160Manufacturer Name: AVERY PRODUCTS CORPORATIONSupplier Quote No: 364364NIGP:UNSPSC: 55121605	\$12.36	BX	6		\$74.16	200
	Total PO														\$74.16
	2105387	JUST RITE INC	5/19/2021	N		0		1	BUSINESS CARDS	\$30.00	BX	1		\$30.00	201
	Total PO														\$30.00
	TOTAL POs: 1														\$68.48
INFORMATION TECHNOLOGY	2105323	AMAZON.COM SALES, INC	5/17/2021	N		0		1	CABLE	\$8.56	EACH	8		\$68.48	202
	Total PO														\$68.48
	TOTAL POs: 3														\$11,187.70
PERSONNEL BOARD ADMIN	2105354	TANNER, BALLEW & MALOOF, INC	5/18/2021	N		0		1	INSURANCE	\$9,150.00	EACH	1		\$9,150.00	203
								2	POLICY FEE	\$250.00	EACH	1		\$250.00	204
								Total PO							\$9,400.00
	2105360	PLURALSIGHT, LLC	5/18/2021	N		0		1	SOFTWARE LICENSE	\$579.00	EACH	3		\$1,737.00	205
	Total PO														\$1,737.00
	2105365	AMAZON.COM SALES, INC	5/19/2021	N		0		1	CABLE	\$8.45	EACH	6		\$50.70	206
	Total PO														\$50.70
	TOTAL POs: 2														\$988.70
PROBATE CT ELECTION	2105391	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	ITEM:HP 414A Black Toner Cartridge (W2020A)Supplier Part No: 6999867Manufacturer Part No: W2020AManufacturer Name: HP INC.Supplier Quote No: 6999867NIGP:UNSPSC: 44103103	\$84.99	EA	2		\$169.98	207
								2	ITEM:HP 414A Yellow Toner Cartridge (W2022A)Supplier Part No: 9705427Manufacturer Part No: W2022AManufacturer Name: HP INC.Supplier Quote No: 9705427NIGP:UNSPSC: 44103103	\$109.99	EA	1		\$109.99	208
								3	ITEM:HP 414A Cyan Toner Cartridge (W2021A)Supplier Part No: 8916234Manufacturer Part No: W2021AManufacturer Name: HP INC.Supplier Quote No: 8916234NIGP:UNSPSC: 44103103	\$109.99	EA	1		\$109.99	209

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								4	ITEM:HP 414A Magenta Toner Cartridge (W2023A)Supplier Part No: 8575644Manufacturer Part No: W2023AManufacturer Name: HP INC.Supplier Quote No: 8575644NIGP:UNSPSC: 44103103	\$109.99	EA	1		\$109.99	210
								5	ITEM:HP 952XL High-Yield Black And 952 Tri-Color Ink Cartridges (N9K28AN), Pack Of 4Supplier Part No: 431632Manufacturer Part No: N9K28AN#140Manufacturer Name: HP INC.Supplier Quote No: 431632NIGP:UNSPSC: 44103105	\$64.12	EA	2		\$128.24	211
								6	ITEM:HP 962XL High-Yield Black and 962 Tri-Color Ink Cartridges (3JB34AN), Pack Of 4Supplier Part No: 9684150Manufacturer Part No: 3JB34AN#140Manufacturer Name: HP INC.Supplier Quote No: 9684150NIGP:UNSPSC: 44103105	\$103.89	EA	3		\$311.67	212
									<b>Total PO</b>					<b>\$939.86</b>	
	<b>2105390</b>	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	ITEM:Ativa(TM) Shredder Bags For 270/381/390/401/412 Series, 1-mil, Box Of 100 BagsSupplier Part No: 195858Manufacturer Part No: V1130Manufacturer Name: OFFICE DEPOTSupplier Quote No: 195858NIGP:UNSPSC: 44101603	\$24.42	CS	2		\$48.84	213
									<b>Total PO</b>					<b>\$48.84</b>	
<b>PROBATE CT-BESS</b>	<b>TOTAL</b>	<b>POs: 1</b>												<b>\$161.17</b>	
	<b>2105392</b>	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	ITEM:PM(TM) Company Clear Disposable Plastic Deposit Bags, 9 x 12, Pack Of 100Supplier Part No: 396981Manufacturer Part No: 58002Manufacturer Name: PM CO LLCSupplier Quote No: 396981NIGP:UNSPSC: 44111615	\$27.99	PK	2		\$55.98	214
								2	ITEM:Tombow(R) Mono(R) Single Line Disposable Correction Tape, 394, WhiteSupplier Part No: 166702Manufacturer Part No: 68620Manufacturer Name: TOMBOWSupplier Quote No: 166702NIGP:UNSPSC: 44121801	\$5.09	EA	8		\$40.72	215
								3	ITEM:Scotch(R) Magic(TM) Invisible Tape, 3/4 x 900, Clear, Pack of 10 rollsSupplier Part No: 452913Manufacturer Part No: 812-10PManufacturer Name: 3M COSupplier Quote No: 452913NIGP:UNSPSC: 31201512	\$10.88	PK	1		\$10.88	216
								4	ITEM:Scotch(R) Heavy-Duty Shipping Packing In Dispenser, 1-1/2 Core, 1-7/8 x 22.2 Yd., Clear, Pack Of 6 RollsSupplier Part No: 444970Manufacturer Part No: 142-6Manufacturer Name: 3M COSupplier Quote No: 444970NIGP:UNSPSC: 31201517	\$8.23	PK	1		\$8.23	217
								5	ITEM:Pilot(R) Precise(TM) V5 Liquid Ink Retractable Rollerball Pens, Extra Fine Point, 0.5 mm, Black Barrels, Black Ink, Pack Of 12Supplier Part No: 206883Manufacturer Part No: 26062Manufacturer Name: PILOT CORPORATION OF AMERICASupplier Quote No: 206883NIGP:UNSPSC: 44121701	\$8.66	DZN	2		\$17.32	218
								6	ITEM:Office Depot(R) Brand Heavy-Duty View 3-Ring Binder, 4 D-Rings, 49 Recycled, NavySupplier Part No: 1247716Manufacturer Part No: 3585475058Manufacturer Name: OFFICE DEPOTSupplier Quote No: 1247716NIGP:UNSPSC: 44122003	\$12.62	EA	1		\$12.62	219
								7	ITEM:Zebra(R) Sarasa(R) Gel Ink Retractable Pens, Medium Point, 0.7 mm, Clear Barrel, Black Ink, Pack Of 12Supplier Part No: 270600Manufacturer Part No: 46810DManufacturer Name: ZEBRA PEN CORPSupplier Quote No: 270600NIGP:UNSPSC: 44121701	\$7.71	PK	2		\$15.42	220
									<b>Total PO</b>					<b>\$161.17</b>	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
PROBATE CT-BHAM	TOTAL	POs: 1												\$75.00	
	2105329	UNITED ABILITY, INC	5/17/2021	B		0		1	SHREDDING SERVICES	\$75.00	EACH	1		\$75.00	221
		Total PO												\$75.00	
PUBLIC INFORMATION OFFICE	TOTAL	POs: 7												\$37,542.00	
	2105283	WVTM-TV	5/14/2021	B		0		1	ADVERTISING SERVICES	\$10,000.00	EACH	1		\$10,000.00	222
		Total PO												\$10,000.00	
	2105260	CUMULUS RADIO CORPORATION	5/13/2021	N		0		1	ADVERTISING SERVICES	\$6,040.00	EACH	1		\$6,040.00	223
		Total PO												\$6,040.00	
	2105261	STARNES PUBLISHING	5/13/2021	N		0		1	ADVERTISING SERVICES	\$6,000.00	EACH	1		\$6,000.00	224
		Total PO												\$6,000.00	
	2105281	CUMULUS RADIO CORPORATION	5/14/2021	B		0		1	ADVERTISING SERVICES	\$6,000.00	EACH	1		\$6,000.00	225
		Total PO												\$6,000.00	
	2105382	IHEARTMEDIA ENTERTAINMENT INC	5/19/2021	N		0		1	ADVERTISING SERVICES	\$6,000.00	EACH	1		\$6,000.00	226
		Total PO												\$6,000.00	
	2105282	RIVERA COMMUNICATIONS LLC	5/14/2021	N		0		1	ADVERTISING SERVICES	\$2,002.00	EACH	1		\$2,002.00	227
		Total PO												\$2,002.00	
	2105326	LATINO NEWS LLC	5/17/2021	N		0		1	ADVERTISING SERVICES	\$1,500.00	EACH	1		\$1,500.00	228
		Total PO												\$1,500.00	
REVENUE	TOTAL	POs: 2												\$1,813.03	
	2105334	OFFICE DEPOT BUS SVCS DIV	5/18/2021	N		0		1	ITEM:Logitech(R) Wireless Keyboard amp; Mouse, Straight Full Size Keyboard, Black, Right-Handed Optical Mouse, MK345Supplier Part No: 531638Manufacturer Part No: 920-006481Manufacturer Name: LOGITECH, INC.Supplier Quote No: 531638NIGP:UNSPSC: 43211706	\$34.99	EA	1		\$34.99	229
								2	ITEM:V7 Dual Desktop Monitor Stand - Up to 32 Screen Support - 35.28 lb Load Capacity - 18.3 Height x 35.9 Width x 11 Depth - Desktop, Freestanding - Steel, Aluminum, Plastic - BlackSupplier Part No: 9058688Manufacturer Part No: 2GW319Manufacturer Name: V7Supplier Quote No: 9058688NIGP:UNSPSC: 45111802	\$45.99	EA	1		\$45.99	230
								3	ITEM:Scotch(R) Heavy-Duty Shipping Packing In Dispenser, 1-1/2 Core, 1-7/8 x 22.2 Yd., Clear, Pack Of 6 RollsSupplier Part No: 444970Manufacturer Part No: 142-6Manufacturer Name: 3M COSupplier Quote No: 444970NIGP:UNSPSC: 31201517	\$8.23	PK	5		\$41.15	231
								4	ITEM:Charles Leonard Foam Stamp Pad, RedSupplier Part No: 540154Manufacturer Part No: LEO92230Manufacturer Name: CHARLES LEONARD INC.Supplier Quote No: 540154NIGP:UNSPSC: 44121905	\$11.79	EA	5		\$58.95	232

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								5	ITEM:Office Depot(R) Brand Gel Stamp Pad, 3 1/4 x 4 5/8, RedSupplier Part No: 420873Manufacturer Part No: 032532Manufacturer Name: OFFICE DEPOTSupplier Quote No: 420873NIGP:UNSPSC: 44121905	\$4.99	EA	5		\$24.95	233
								6	ITEM:Bostitch(R) Ergonomic Desktop Stapler, 20 Sheets Capacity, BlackSupplier Part No: 495390Manufacturer Part No: 02257Manufacturer Name: BLACK & DECKER/INDUS. CONST.Supplier Quote No: 495390NIGP:UNSPSC: 44121615	\$15.10	EA	10		\$151.00	234
								7	ITEM:HP 26A Original Black Toner Cartridge (CF226A)Supplier Part No: 246428Manufacturer Part No: CF226AManufacturer Name: HP INC.Supplier Quote No: 246428NIGP:UNSPSC: 44103103	\$78.88	EA	10		\$788.80	235
									<b>Total PO</b>					<b>\$1,145.83</b>	
	2105335	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/18/2021	N			0	1	SHIRTS	\$17.44	EACH	4		\$69.76	236
								2	SHIRTS	\$22.18	EACH	2		\$44.36	237
								3	SHIRTS	\$23.66	EACH	2		\$47.32	238
								4	SHIRTS	\$26.62	EACH	2		\$53.24	239
								5	SHIRTS	\$19.22	EACH	2		\$38.44	240
								6	SHIRTS	\$23.66	EACH	2		\$47.32	241
								7	SHIRTS	\$26.62	EACH	2		\$53.24	242
								8	SHIRTS	\$17.74	EACH	2		\$35.48	243
								9	SHIRTS	\$19.30	EACH	2		\$38.60	244
								10	SHIRTS	\$19.30	EACH	2		\$38.60	245
								11	SHIRTS	\$20.96	EACH	4		\$83.84	246
								12	JEFF CO LOGO	\$4.50	EACH	26		\$117.00	247
									<b>Total PO</b>					<b>\$667.20</b>	
ROADS AND TRANS HWY MNT	TOTAL	POs: 1												<b>\$318.12</b>	
	2105363	MSC INDUSTRIAL SUPPLY DIV	5/18/2021	N			0	1	3 STEP STEPLADDER	\$318.12	EACH	1		\$318.12	248
		<b>Total PO</b>												<b>\$318.12</b>	
ROADS AND TRANS MNT KET	TOTAL	POs: 7												<b>\$4,203.81</b>	
	2105389	NATIONAL CEMENT CO OF ALABAMA	5/19/2021	N			0	1	CEMENT	\$9.45	EACH	210		\$1,984.50	249
		<b>Total PO</b>												<b>\$1,984.50</b>	
	2105314	JOHN M WARREN INC	5/17/2021	N			0	1	JACKET	\$32.80	EACH	4		\$131.20	250
								2	JACKET	\$32.80	EACH	4		\$131.20	251

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	JACKET	\$32.80	EACH	6		\$196.80	252
								4	JACKET	\$32.80	EACH	6		\$196.80	253
								5	JACKET	\$32.80	EACH	6		\$196.80	254
								6	JACKET	\$32.80	EACH	6		\$196.80	255
		Total PO												\$1,049.60	
	2105344	AMAZON.COM SALES, INC	5/18/2021	N		0		1	JACKET RAIN	\$31.45	EACH	4		\$125.80	256
								2	BOMBER JACKET	\$46.03	EACH	6		\$276.18	257
		Total PO												\$401.98	
	2105256	AMAZON.COM SALES, INC	5/13/2021	N		0		1	CHAIRS	\$359.89	EA	1		\$359.89	258
		Total PO												\$359.89	
	2105305	OFFICE DEPOT BUS SVCS DIV	5/16/2021	N		0		1	FILE CABINET	\$169.99	CT	1		\$169.99	259
		Total PO												\$169.99	
	2105369	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	PAPER SHREDDER	\$45.99	EA	3	Freight \$13.80	\$151.77	260
		Total PO												\$151.77	
	2105310	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N		0		1	ITEM:Office Depot(R) Brand Pushpins, Round, 1/2, Clear, Pack Of 200Supplier Part No: 825265Manufacturer Part No: YL1039Manufacturer Name: OFFICE DEPOTSupplier Quote No: 825265NIGP:UNSPSC: 44122106	\$0.94	BX	2	Freight \$0.08	\$1.96	261
								2	ITEM:Brenton Studio(R) Unbreakable 3-Pocket Letter-Size Wall Files, Black, Pack Of 3Supplier Part No: 868313Manufacturer Part No: 65197Manufacturer Name: OFFICE DEPOTSupplier Quote No: 868313NIGP:UNSPSC: 44111510	\$14.40	PK	2		\$28.80	262
								3	ITEM:Post it(R) Notes Super Sticky Notes, Pop-Up, 3 x 3, Canary Yellow, Pack Of 12 PadsSupplier Part No: 428468Manufacturer Part No: R330-12SSCYManufacturer Name: 3M COSupplier Quote No: 428468NIGP:UNSPSC: 14111530	\$7.37	PK	2		\$14.74	263
								4	ITEM:Pacon(R) Kaleidoscope Multi-Use Paper, Letter Size (8 1/2 x 11), 24 Lb, Lime Green, Ream Of 500 SheetsSupplier Part No: 252444Manufacturer Part No: PAC102053Manufacturer Name: PACON CORPORATIONSupplier Quote No: 252444NIGP:UNSPSC: 14111525	\$20.29	RM	2		\$40.58	264
		Total PO												\$86.08	
SF CORRECTIONS-BH	TOTAL	POs: 1												\$1,076.00	
	2105255	CHARM TEX INC	5/13/2021	N		0		1	SANITARY NAPKINS	\$26.90	CASE	40		\$1,076.00	265
		Total PO												\$1,076.00	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
SF ENFORCEMENT-BHAM	TOTAL	POs: 15												\$20,564.49	
	2105277	GALLS, LLC	5/14/2021	N		0		1	UPPER BODY PROTECTION	\$218.00	EACH	7		\$1,526.00	266
								2	UPPER BODY PROTECTION	\$218.00	EACH	8		\$1,744.00	267
								3	UPPER BODY PROTECTION	\$218.00	EACH	3		\$654.00	268
		Total PO												\$3,924.00	
	2105319	GALLS, LLC	5/17/2021	N		0		1	HELMET	\$229.00	EACH	3		\$687.00	269
								2	HELMET	\$229.00	EACH	7		\$1,603.00	270
								3	HELMET	\$229.00	EACH	7		\$1,603.00	271
		Total PO												\$3,893.00	
	2105280	GALLS, LLC	5/14/2021	N		0		1	SHIELD	\$118.00	EACH	22		\$2,596.00	272
		Total PO												\$2,596.00	
	2105278	GALLS, LLC	5/14/2021	N		0		1	GEAR BAG	\$75.00	EACH	23		\$1,725.00	273
		Total PO												\$1,725.00	
	2105376	GALLS, LLC	5/19/2021	N		0		1	THIGH/GROIN PROTECTOR	\$85.00	EACH	18		\$1,530.00	274
		Total PO												\$1,530.00	
	2105393	GALLS, LLC	5/19/2021	N		0		1	BATON	\$32.00	EACH	40		\$1,280.00	275
		Total PO												\$1,280.00	
	2105356	OFFICE DEPOT BUS SVCS DIV	5/18/2021	N		0		1	TONER	\$94.89	EA	8		\$759.12	276
								2	TONER	\$100.89	EA	1		\$100.89	277
								3	TONER	\$100.89	EA	1		\$100.89	278
								4	TONER	\$100.89	EA	1		\$100.89	279
		Total PO												\$1,061.79	
	2105378	GALLS, LLC	5/19/2021	N		0		1	KNEE/SHIN GUARDS	\$49.00	EACH	18		\$882.00	280
		Total PO												\$882.00	
	2105377	GALLS, LLC	5/19/2021	N		0		1	FOREARM PROTECTION	\$46.00	EACH	9		\$414.00	281
								2	UPPER BODY PROTECTION	\$46.00	EACH	9		\$414.00	282
		Total PO												\$828.00	
	2105336	GALLS, LLC	5/18/2021	N		0		1	GLOVES	\$24.00	PR	4		\$96.00	283
								2	GLOVES	\$24.00	PR	10		\$240.00	284

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	GLOVES	\$24.00	PR	10		\$240.00	285
								4	GLOVES	\$24.00	PR	10		\$240.00	286
		<b>Total PO</b>												<b>\$816.00</b>	
	2105318	GALLS, LLC	5/17/2021	N		0		1	GAS MASK POUCH	\$31.00	EACH	22		\$682.00	287
		<b>Total PO</b>												<b>\$682.00</b>	
	2105279	GALLS, LLC	5/14/2021	N		0		1	BATON	\$18.00	EACH	34		\$612.00	288
		<b>Total PO</b>												<b>\$612.00</b>	
	2105361	FOREFLIGHT LLC	5/18/2021	N		0		1	SOFTWARE SUBSCRIPTION	\$200.00	EACH	2		\$400.00	289
		<b>Total PO</b>												<b>\$400.00</b>	
	2105346	AMAZON.COM SALES, INC	5/18/2021	N		0		1	PRINTER	\$179.00	EACH	1		\$179.00	290
		<b>Total PO</b>												<b>\$179.00</b>	
	2105397	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	ITEM:Sharpie(R) King-Size(TM) Permanent Markers, Black, Pack Of 12Supplier Part No: 202812Manufacturer Part No: 15001Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 202812NIGP:UNSPSC: 44121708	\$11.76	DZN	9		\$105.84	291
								2	ITEM:Sharpie(R) Peel-Off(TM) China Markers, Black, Box Of 12Supplier Part No: 335521Manufacturer Part No: SAN2089Manufacturer Name: DIXON TICONDEROGA COMPANYSupplier Quote No: 335521NIGP:UNSPSC: 44121708	\$5.54	DZN	9		\$49.86	292
									<b>Total PO</b>					<b>\$155.70</b>	
TAX ASSESSOR BESS	<b>TOTAL</b>	<b>POs: 1</b>												<b>\$207.78</b>	
	2105313	OFFICE DEPOT BUS SVCS DIV	5/17/2021	N		0		1	ITEM:HP 962XL High-Yield Black and 962 Tri-Color Ink Cartridges (3JB34AN), Pack Of 4Supplier Part No: 9684150Manufacturer Part No: 3JB34AN#140Manufacturer Name: HP INC.Supplier Quote No: 9684150NIGP:UNSPSC: 44103105	\$103.89	EA	2		\$207.78	293
		<b>Total PO</b>												<b>\$207.78</b>	
TAX ASSESSOR BHAM	<b>TOTAL</b>	<b>POs: 1</b>												<b>\$75.00</b>	
	2105299	ALABAMA ASSOCIATION OF ASSESSING OFFICIALS	5/16/2021	N		0		1	MEMBERSHIP DUES	\$75.00	EACH	1		\$75.00	294
		<b>Total PO</b>												<b>\$75.00</b>	
TAX COLLECTOR BESEMER	<b>TOTAL</b>	<b>POs: 1</b>												<b>\$259.00</b>	
	2105403	ALABAMA INDUSTRIAL SUPPLIES & SERVICES, LLC	5/19/2021	N		0		1	SHREDDER	\$259.00	EA	1		\$259.00	295
		<b>Total PO</b>												<b>\$259.00</b>	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
TREASURER	TOTAL	POs: 1												\$610.63	
	2105368	OFFICE DEPOT BUS SVCS DIV	5/19/2021	N		0		1	ITEM:Paper Mate(R) InkJoy(R) Gel Pens, Fine Point, 0.5 mm, Black Barrel, Black Ink, Pack Of 12Supplier Part No: 898646Manufacturer Part No: 1951720Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 898646NIGP:UNSPSC: 44121701	\$12.91	BX	1		\$12.91	296
								2	ITEM:HP 952XL High-Yield Black And 952 Tri-Color Ink Cartridges (N9K28AN), Pack Of 4Supplier Part No: 431632Manufacturer Part No: N9K28AN#140Manufacturer Name: HP INC.Supplier Quote No: 431632NIGP:UNSPSC: 44103105	\$64.12	EA	6		\$384.72	297
								3	ITEM:HP 950XL High-Yield Black And 951 Tri-Color Ink Cartridges (C2P01FNM), Pack Of 4Supplier Part No: 434207Manufacturer Part No: C2P01FN#140Manufacturer Name: HP INC.Supplier Quote No: 434207NIGP:UNSPSC: 44103105	\$64.19	EA	3	Freight \$20.43	\$213.00	298
		Total PO												\$610.63	
YOUTH DETENTION ADMIN	TOTAL	POs: 5												\$1,083.91	
	2105295	COCA COLA BOTTLING COMPANY UNITED, INC	5/14/2021	N		0		1	BOTTLED/CANNED BEVERAGES	\$28.57	EACH	3		\$85.71	299
								2	BOTTLED/CANNED BEVERAGES	\$16.99	EACH	6		\$101.94	300
								3	BOTTLED/CANNED BEVERAGES	\$15.50	EACH	5		\$77.50	301
								4	BOTTLED/CANNED BEVERAGES	\$17.50	EACH	2		\$35.00	302
		Total PO												\$300.15	
	2105273	MICHAEL SMILEY BEY	5/13/2021	N		0		1	GROOMING	\$9.00	EACH	28		\$252.00	303
		Total PO												\$252.00	
	2105366	BOB BARKER COMPANY INC	5/19/2021	N		0		1	PLAYING CARDS	\$9.83	EACH	24		\$235.92	304
		Total PO												\$235.92	
	2105362	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/18/2021	N		0		1	HANDCUFF CASES	\$8.95	EACH	10		\$89.50	305
								2	KEEPERS	\$6.95	EACH	20		\$139.00	306
		Total PO												\$228.50	
	2105254	OFFICE DEPOT BUS SVCS DIV	5/13/2021	N		0		1	ITEM:Office Depot(R) Brand Marble Composition Book, 7 1/2 x 9 3/4, Wide Ruled, 100 Sheets, Black/White, Pack of 3Supplier Part No: 725163Manufacturer Part No: CJV01414Manufacturer Name: OFFICE DEPOTSupplier Quote No: 725163NIGP:UNSPSC: 14111514	\$1.41	PK	25		\$35.25	307
								2	ITEM:Ticonderoga(R) #2 Pencils, #2 Lead, Soft, Pack of 72Supplier Part No: 267304Manufacturer Part No: 33904Manufacturer Name: DIXON TICONDEROGA COMPANYSupplier Quote No: 267304NIGP:UNSPSC: 44121706	\$17.99	PK	1		\$17.99	308

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### 3. Purchases Under \$15K - For Ratification Only

4.A.6.b

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	ITEM:Office Depot(R) Brand Marble Composition Book, 7 1/2 x 9 3/4, Wide Ruled, 100 Sheets, Black/White, Pack of 3 Supplier Part No: 725163 Manufacturer Part No: CJV01414 Manufacturer Name: OFFICE DEPOT Supplier Quote No: 725163NIGP:UNSPSC: 14111514	\$1.41	PK	10		\$14.10	309
		Total PO												\$67.34	
YOUTH DETENTION CUSTODY	TOTAL	POs: 1												\$381.60	
	2105263	MOTOROLA INC	5/13/2021	N		0		1	CLIPS	\$9.36	EACH	20		\$187.20	310
								2	BATTERY	\$97.20	EACH	2		\$194.40	311
		Total PO												\$381.60	
YOUTH DETENTION SUPPORT SVCS	TOTAL	POs: 1												\$384.63	
	2105266	BIRMINGHAM RESTAURANT SUPPLY, INC	5/13/2021	N		0		1	WET/DRY VACUUM CLEANER	\$384.63	EACH	1		\$384.63	312
		Total PO												\$384.63	

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**JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/13/2021 - 5/19/2021**

**4.A.6.b**

**4. Change Orders Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Rep Line
Grand Total		POs: 11											\$26,929.90	\$35,437.82	\$8,507.92	
COMMUNITY DEVELOPMENT-WKCE	TOTAL	POs: 1											\$1,694.00	\$2,332.00	\$638.00	
	2104966	BIRMINGHAM TIMES MEDIA GROUP, LLC	4/26/2021	N	2	5/18/2021	1	ADVERTISING SERVICES	\$2,332.00	EACH	1		\$1,694.00	\$2,332.00	\$638.00	1
		Total PO											\$1,694.00	\$2,332.00	\$638.00	
CORONER	TOTAL	POs: 1											\$135.36	\$151.36	\$16.00	
	2103351	ALLEGIANCE CORPORATION	2/4/2021	N	1	5/17/2021	1	FORMALIN	\$45.12	CS	3	Freight \$16.00	\$0.00	\$151.36	\$16.00	2
		Total PO											\$135.36	\$151.36	\$16.00	
ESD PUMP STATIONS	TOTAL	POs: 2											\$4,998.00	\$9,892.16	\$4,894.16	
	2104475	GMP, INC	3/31/2021	N	1	5/18/2021	1	SEAL	\$355.00	EACH	1	Freight \$26.16	\$0.00	\$381.16	\$26.16	3
		Total PO											\$355.00	\$381.16	\$26.16	
	2105232	THE ESHELMAN COMPANY	5/19/2021	N	1	5/19/2021	1	SUBMERSIBLE PUMP	\$4,643.00	EACH	2	Freight \$225.00	\$4,643.00	\$9,511.00	\$4,868.00	4
		Total PO											\$4,643.00	\$9,511.00	\$4,868.00	
ESD TRUSSVILLE WWTP	TOTAL	POs: 1											\$800.00	\$1,000.00	\$200.00	
	2100149	WATER WAY DISTRIBUTING CO	10/6/2020	B	1	5/14/2021	1	DRINKING WATER	\$1,000.00	EACH	1		\$800.00	\$1,000.00	\$200.00	5
		Total PO											\$800.00	\$1,000.00	\$200.00	
ESD VALLEY CREEK WWTP	TOTAL	POs: 1											\$14,000.00	\$16,000.00	\$2,000.00	
	2100186	CONSOLIDATED PIPE & SUPPLY	5/19/2021	B	1	5/19/2021	1	PIPE SUPPLIES	\$16,000.00	EACH	1		\$14,000.00	\$16,000.00	\$2,000.00	6
		Total PO											\$14,000.00	\$16,000.00	\$2,000.00	
ESD VILLAGE CREEK WWTP	TOTAL	POs: 1											\$4,736.88	\$4,859.28	\$122.40	
	2104408	CAMFIL USA, INC	3/26/2021	N	2	5/19/2021	1	FILTERS	\$2,368.44	EACH	2	Freight \$122.40	\$0.00	\$4,859.28	\$122.40	7
		Total PO											\$4,736.88	\$4,859.28	\$122.40	
ROADS AND TRANS MNT KET	TOTAL	POs: 1											\$38.00	\$93.14	\$55.14	
	2105252	ULINE INC	5/19/2021	N	1	5/19/2021	1	CLEANER	\$19.00	EACH	2	Freight \$55.14	\$0.00	\$93.14	\$55.14	8
		Total PO											\$38.00	\$93.14	\$55.14	
SENIOR CITIZEN SVCS	TOTAL	POs: 1											\$379.40	\$872.62	\$493.22	
	2104619	HOME DEPOT U.S.A., INC	4/8/2021	N	1	5/18/2021	1	BOX FAN	\$18.97	EACH	46		\$379.40	\$872.62	\$493.22	9
		Total PO											\$379.40	\$872.62	\$493.22	

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#### 4. Change Orders Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line
SF CORRECTIONS-BS	TOTAL	POs: 1											\$23.27	\$29.26	\$5.99	
	2105342	AMAZON.COM SALES, INC	5/18/2021	N	1	5/18/2021	1	DRIVER	\$23.27	EACH	1	Freight \$5.99	\$0.00	\$29.26	\$5.99	10
		Total PO											\$23.27	\$29.26	\$5.99	
SF ENFORCEMENT-BAHM	TOTAL	POs: 1											\$124.99	\$208.00	\$83.01	
	2103921	NORTHERN TOOL & EQUIPMENT CATALOG COMPANY, INC	3/3/2021	N	1	5/13/2021	1	WET/DRY BLOWER VACUUM	\$208.00	EACH	1		\$124.99	\$208.00	\$83.01	11
		Total PO											\$124.99	\$208.00	\$83.01	

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Attachment: 061021 WEEKLY ENC REP 051321- 051921 Final (7332 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/13/2021 - 5/19/2021

4.A.6.b

5. Contracts Change Orders - For Ratification Only

Department	Contract No	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Rep Line
Grand Total			POs: 6											\$284,303.13	\$309,095.63	\$24,792.50	
COMMUNITY DEVELOPMENT WKCE	TOTAL		POs: 5											\$284,266.13	\$309,045.63	\$24,779.50	
	20200436	2101345	BEVILL STATE COMMUNITY	11/3/2020	N	18	5/19/2021	2	ADULT ITA WORKER AGREEMENT	\$174,951.63	EACH	1		\$174,598.13	\$174,951.63	\$353.50	1
			Total PO											\$174,598.13	\$174,951.63	\$353.50	
	20200446	2104717	TRUCK DRIVER INSTITUTE INC	4/14/2021	N	4	5/19/2021	2	TO ADD PROJECT CP20D	\$7,990.00	EACH	1		\$3,995.00	\$7,990.00	\$3,995.00	2
			Total PO											\$3,995.00	\$7,990.00	\$3,995.00	
	20200451	2100946	ESD SCHOOL, LLC	10/22/2020	N	19	5/19/2021	2	ADULT WORKER ITA AGREEMENT	\$84,000.00	EACH	1		\$77,000.00	\$84,000.00	\$7,000.00	3
			Total PO											\$77,000.00	\$84,000.00	\$7,000.00	
	20200452	2101165	ESD SCHOOL, LLC	10/27/2020	N	12	5/19/2021	2	ESD SCHOOL DW	\$7,000.00	EACH	1		\$3,500.00	\$7,000.00	\$3,500.00	4
			Total PO											\$3,500.00	\$7,000.00	\$3,500.00	
	20210155	2101163	FORTIS INSTITUTE	10/27/2020	N	14	5/19/2021	2	ADULT WORKER ITA AGREEMENT	\$35,104.00	EACH	1		\$25,173.00	\$35,104.00	\$9,931.00	5
			Total PO											\$25,173.00	\$35,104.00	\$9,931.00	
SF ENFORCEMENT BHAM	TOTAL		POs: 1											\$37.00	\$50.00	\$13.00	
	20170243	2104163	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	3/15/2021	N	2	5/14/2021	16	NAME PLATE	\$29.50	EACH	1		\$21.00	\$29.50	\$8.50	6
							5/14/2021	17	SERVING SINCE BAR	\$20.50	EACH	1		\$16.00	\$20.50	\$4.50	7
			Total PO											\$37.00	\$50.00	\$13.00	

Attachment: 061021 WEEKLY ENC REP 051321- 051921 Final (7332 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/20/2021 - 5/26/2021

4.A.7.a

**1. Purchases Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
Grand Total		POs: 3											\$121,089.14	
COUNTY ATTORNEY	TOTAL	POs: 1											\$31,509.14	
	2105434	CORVEL HEALTHCARE CORPORATION	5/20/2021	N	0		1	WORKER COMPENSATION	\$31,509.14	EACH	1		\$31,509.14	1
		Total PO											\$31,509.14	
ESD CAHABA RIVER WWTP	TOTAL	POs: 1											\$19,050.00	
	2105480	PUMP & PROCESS EQUIPMENT CO INC	5/24/2021	N	0		1	PUMP PARTS FOR AL SEIER'S	\$18,750.00	EACH	1	Freight \$300.00	\$19,050.00	2
		Total PO											\$19,050.00	
GEN SERV-ADMIN	TOTAL	POs: 1											\$70,530.00	
	2105526	AMERICAN PIPE & SUPPLY COMPANY	5/25/2021	N	0		1	WATER HEATERS	\$11,755.00	EACH	6		\$70,530.00	3
		Total PO											\$70,530.00	

Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/20/2021 - 5/26/2021

4.A.7.a

**2. Change Orders Over \$15K - Requires Commission Approval**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line No
Grand Total		POs: 1											\$130,000.00	\$180,000.00	\$50,000.00	
GEN SERV-ADMIN	TOTAL	POs: 1											\$130,000.00	\$180,000.00	\$50,000.00	
	2100038	W W GRAINGER	5/25/2021	B	2	5/25/2021	1	(MRO) SUPPLIES	\$180,000.00	EACH	1		\$130,000.00	\$180,000.00	\$50,000.00	1
		Total PO											\$130,000.00	\$180,000.00	\$50,000.00	

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Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/20/2021 - 5/26/2021

4.A.7.a

**3. Purchases Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
Grand Total		POs: 102												\$211,679.67	
BOARD OF EQUALIZ-STATE	TOTAL	POs: 1												\$2,520.00	
	2105546	JUST RITE INC	5/25/2021	N		0		1	WINDOW ENVELOPES	\$36.00	EACH	70		\$2,520.00	1
		Total PO												\$2,520.00	
BUDGET MANAGEMENT	TOTAL	POs: 1												\$220.50	
	2105444	JONES SPORTSWEAR CO, INC	5/21/2021	N		0		1	SHIRTS	\$24.50	EACH	3		\$73.50	2
								2	SHIRTS	\$24.50	EACH	3		\$73.50	3
								3	SHIRTS	\$24.50	EACH	3		\$73.50	4
		Total PO												\$220.50	
CORONER	TOTAL	POs: 2												\$529.95	
	2105563	OFFICE DEPOT BUS SVCS DIV	5/26/2021	N		0		1	ITEM:Saeco(R) Uber Big amp; Tall 24-Hour Mid-Back Chair, Black Frame, Black VinylSupplier Part No: 434370Manufacturer Part No: 3490BVMManufacturer Name: SAFCO PRODUCTS COSupplier Quote No: 434370NIGP:UNSPSC: 56112104	\$449.99	EA	1		\$449.99	5
		Total PO												\$449.99	
	2105489	AMAZON.COM SALES, INC	5/24/2021	N		0		1	CLOTHES HANGERS	\$19.99	PAK	4		\$79.96	6
		Total PO												\$79.96	
DEVELOPMENT SERVICES	TOTAL	POs: 3												\$3,732.43	
	2105423	THE SIGN SHOP LLC	5/20/2021	N		0		1	SIGNS	\$6.10	EACH	200		\$1,220.00	7
								2	REZONING CASE SIGNS	\$7.89	EACH	100		\$789.00	8
								3	WIRE STAKES	\$1.35	EACH	300		\$405.00	9
		Total PO												\$2,414.00	
	2105441	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/21/2021	N		0		1	SHIRTS	\$26.64	EACH	14		\$372.96	10
								2	SHIRTS	\$28.12	EACH	10		\$281.20	11
								3	SHIRTS	\$31.08	EACH	2		\$62.16	12
								4	SHIRTS	\$32.56	EACH	6		\$195.36	13
								5	SHIRTS	\$29.60	EACH	2		\$59.20	14
								6	LOGOS	\$4.50	EACH	34		\$153.00	15
		Total PO												\$1,123.88	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105453	AMAZON.COM SALES, INC	5/24/2021	N		0		1	PLANNER	\$41.99	EACH	2		\$83.98	16
								2	TONER CARTRIDGE □	\$15.89	EACH	1		\$15.89	17
								3	REMANUFACTURED TONER CARTRIDGES	\$34.99	EACH	1		\$34.99	18
								4	WATERPROOF LABELS	\$31.66	EACH	1		\$31.66	19
								5	ZIPLOCK FREEZER BAGS	\$8.84	EACH	1		\$8.84	20
								6	COMPRESSED AIR CONTAINERS	\$19.19	EACH	1		\$19.19	21
									Total PO					\$194.55	
DISTRICT ATTORNEY BESSEMER	TOTAL	POs: 2												\$551.25	
	2105432	BGRACE MEDIA	5/20/2021	N		0		1	ADVERTISING SERVICES	\$450.00	EACH	1		\$450.00	22
		Total PO												\$450.00	
	2105468	OFFICE DEPOT BUS SVCS DIV	5/24/2021	N		0		1	TONER	\$20.25	EA	5		\$101.25	23
		Total PO												\$101.25	
DISTRICT ATTORNEY BHAM	TOTAL	POs: 2												\$6,211.00	
	2105455	NATIONAL OFFICE FURNITURE, INC	5/24/2021	N		0		1	FURNITURE□	\$1,604.00	EACH	1	50.00%	\$802.00	24
								2	FURNITURE□	\$991.00	EACH	1	50.00%	\$495.50	25
								3	FURNITURE□	\$1,246.00	EACH	2	50.00%	\$1,246.00	26
								4	FURNITURE□	\$412.00	EACH	2	50.00%	\$412.00	27
								5	FURNITURE□	\$488.00	EACH	2	50.00%	\$488.00	28
								6	FURNITURE□	\$18.00	EACH	4	50.00%	\$36.00	29
								7	FURNITURE□	\$18.00	EACH	4	50.00%	\$36.00	30
								8	FURNITURE□	\$699.00	EACH	4	50.00%	\$1,398.00	31
									Total PO					\$4,913.50	
	2105472	COX COMMERCIAL INTERIORS	5/24/2021	N		0		1	FURNITURE□	\$802.00	EACH	1		\$802.00	32
								2	FURNITURE□	\$495.50	EACH	1		\$495.50	33
		Total PO												\$1,297.50	
ESD BARTON LABORATORY	TOTAL	POs: 2												\$1,826.06	
	2105431	SYSCO CENTRAL ALABAMA	5/20/2021	N		0		1	GATORADE	\$21.31	CS	15		\$319.65	34
								2	GATORADE	\$21.31	CS	10		\$213.10	35
								3	GATORADE ZERO	\$21.31	EACH	10		\$213.10	36

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								4	GATORADE ZERO	\$21.65	EACH	15		\$324.75	37
		Total PO												\$1,070.60	
	2105424	SAFETY SHOE DISTRIBUTORS, LLP	5/20/2021	N		0		1	WORK SAFETY BOOTS	\$755.46	EACH	1		\$755.46	38
		Total PO												\$755.46	
ESD CAHABA RIVER WWTP	TOTAL	POs: 3												\$9,210.78	
	2105445	PRINCIPLE ENVIRONMENTAL, INC	5/21/2021	N		0		1	BEARINGS	\$1,520.00	EACH	4		\$6,080.00	39
		Total PO												\$6,080.00	
	2105425	WITTICHEN SUPPLY	5/20/2021	N		0		1	A/C FOR THE SMOOTHING BUILDING VFD CONTROL ROOM	\$2,493.40	EACH	1		\$2,493.40	40
								2	A/C FOR THE SMOOTHING BUILDING VFD CONTROL ROOM	\$212.63	EACH	1		\$212.63	41
									Total PO					\$2,706.03	
	2105560	W W GRAINGER	5/26/2021	N		0		1	FIBERGLASS STEPLADDER	\$169.49	EACH	1		\$169.49	42
								2	FIBERGLASS STEPLADDER	\$255.26	EACH	1		\$255.26	43
									Total PO					\$424.75	
ESD FIVE MILE CREEK WWTP	TOTAL	POs: 2												\$3,120.00	
	2105435	POSTENS OVERHEAD DOOR CO	5/20/2021	N		0		1	MOTOR & REMOTE	\$1,730.00	EACH	1		\$1,730.00	44
		Total PO												\$1,730.00	
	2105460	HILL MANUFACTURING COMPANY INC	5/24/2021	N		0		1	SPRAYER COMPONENTS/ACCESSORIES	\$285.00	EACH	4		\$1,140.00	45
								2	SPRAYER COMPONENTS/ACCESSORIES	\$0.00	EACH	1		\$0.00	46
								3	SPRAYER COMPONENTS/ACCESSORIES	\$250.00	EACH	1		\$250.00	47
									Total PO					\$1,390.00	
ESD FIVE MILE WWTP MAINT	TOTAL	POs: 1												\$2,042.50	
	2105411	HILL MANUFACTURING COMPANY INC	5/20/2021	N		0		1	DRAIN LAX 115-12	\$90.00	EACH	2		\$180.00	48
								2	CLOG HOG	\$179.00	EACH	2		\$358.00	49
								3	NITRO 2 3719-55	\$13.50	EACH	55		\$742.50	50
								4	SUPER COOL	\$50.00	EACH	5		\$250.00	51
								5	HILCO LUBE WIPES 3884-70	\$130.00	EACH	2		\$260.00	52
								6	COIL CLEANER 5306	\$126.00	EACH	2		\$252.00	53
									Total PO					\$2,042.50	

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
ESD GENERAL ADMINISTRATION	TOTAL	POs: 5												\$17,267.54	
	2105409	TEKLINKS INC	5/20/2021	N		0		1	TREAT PREVENTION SUBSCRIPTION	\$1,051.11	EACH	9		\$9,459.99	54
								2	TREAT PREVENTION SUBSCRIPTION	\$110.37	EACH	1		\$110.37	55
		Total PO												\$9,570.36	
	2105503	GRAYBAR ELECTRIC COMPANY	5/25/2021	N		0		1	CABLE	\$1.03	EACH	5,000		\$5,155.40	56
								2	CABLE	\$230.85	EACH	3		\$692.55	57
								3	CABLE	\$141.75	EACH	3		\$425.25	58
								4	CABLE	\$21.50	EACH	20		\$430.00	59
								5	CABLE	\$20.70	EACH	20		\$414.00	60
		Total PO												\$7,117.20	
	2105412	OFFICE DEPOT BUS SVCS DIV	5/20/2021	N		0		1	ITEM:Office Depot(R) Brand White Self-Seal Side-Loading Corrugated Cartons, 10 7/8 x 2 x 12 1/4, Pack Of 25Supplier Part No: 946880Manufacturer Part No: 10212SSFOLManufacturer Name: B O X MANAGEMENT, INC.Supplier Quote No: 946880NIGP:UNSPSC: 24121503	\$89.49	PK	2		\$178.98	61
								2	ITEM:Office Depot(R) Brand White Self-Seal Side-Loading Corrugated Cartons, 11 1/4 x 3 x 15 1/8, Pack Of 25Supplier Part No: 946896Manufacturer Part No: 11315SSFOLManufacturer Name: B O X MANAGEMENT, INC.Supplier Quote No: 946896NIGP:UNSPSC: 24121503	\$87.19	PK	2		\$174.38	62
		Total PO												\$353.36	
	2105504	OFFICE DEPOT BUS SVCS DIV	5/25/2021	N		0		1	TONER	\$194.03	PK	1		\$194.03	63
		Total PO												\$194.03	
	2105561	OFFICE DEPOT BUS SVCS DIV	5/26/2021	N		0		1	ITEM:C2G 4ft Wiremold Flat Screen TV Cord Cover Kit - RacewaySupplier Part No: 598921Manufacturer Part No: C30LGMManufacturer Name: LASTAR INC.Supplier Quote No: 598921NIGP:UNSPSC: 43202217	\$32.59	EA	1		\$32.59	64
		Total PO												\$32.59	
ESD PUMP STATIONS	TOTAL	POs: 6												\$2,533.51	
	2105408	CUMMINS MID-SOUTH LLC	5/20/2021	N		0		1	CONTROL BOARD	\$1,092.78	EACH	1		\$1,092.78	65
		Total PO												\$1,092.78	
	2105475	PRINTER'S INK LLC	5/24/2021	N		0		1	UNIFORMS	\$0.00	EACH	15		\$0.00	66
								2	UNIFORMS	\$0.00	EACH	15		\$0.00	67
								3	UNIFORMS	\$35.65	EACH	5		\$178.25	68
								4	UNIFORMS	\$29.04	EACH	5		\$145.20	69

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								5	UNIFORMS	\$33.59	EACH	3		\$100.77	70
								6	UNIFORMS	\$57.01	EACH	1		\$57.01	71
								7	UNIFORMS	\$54.01	EACH	1		\$54.01	72
									Total PO					\$535.24	
	2105474	PRINTER'S INK LLC	5/24/2021	N		0		1	PANTS	\$32.83	EACH	5		\$164.15	73
								2	PANTS	\$32.83	EACH	8		\$262.64	74
									Total PO					\$426.79	
	2105428	MISSION COMMUNICATIONS	5/20/2021	N		0		1	RADIO BOARD	\$250.00	EACH	1	Freight \$10.00	\$260.00	75
									Total PO					\$260.00	
	2105541	W W GRAINGER	5/25/2021	N		0		1	BRASS SNUBBER	\$13.32	EACH	10		\$133.20	76
									Total PO					\$133.20	
	2105490	W W GRAINGER	5/24/2021	N		0		1	PIPE FOR BUBBLER LEVEL CONTROL	\$42.75	EACH	2		\$85.50	77
									Total PO					\$85.50	
ESD SEWER CONST. INSPECTION	TOTAL	POs: 1												\$356.79	
	2105448	COCA COLA BOTTLING COMPANY UNITED, INC	5/21/2021	N		0		1	BODY ARMOR SPORTS DRINKS	\$16.99	EACH	21		\$356.79	78
									Total PO					\$356.79	
ESD SEWER LINE CONSTRUCTION	TOTAL	POs: 2												\$1,335.15	
	2105501	CONSOLIDATED PIPE & SUPPLY	5/25/2021	N		0		1	MJ CAP	\$17.50	EACH	4		\$70.00	79
								2	MJ CAP	\$30.73	EACH	6		\$184.38	80
								3	MJ CAP	\$51.00	EACH	6		\$306.00	81
								4	MEGA LUG FLANGE	\$21.50	EACH	6		\$129.00	82
								5	MEGA LUG FLANGE	\$24.98	EACH	6		\$149.88	83
								6	REDUCER	\$46.50	EACH	2		\$93.00	84
								7	REDUCER	\$65.70	EACH	2		\$131.40	85
									Total PO					\$1,063.66	
	2105505	W W GRAINGER	5/25/2021	N		0		1	CORDLESS DRILL COMBINATION KIT	\$271.49	EACH	1		\$271.49	86
									Total PO					\$271.49	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
ESD TELEVISION INSPECTION	TOTAL	POs: 2												\$4,831.02	
	2105430	RELIABILITY POINT, LLC	5/20/2021	N		0		1	SOLENOID	\$86.16	EACH	3	Freight \$20.64	\$279.12	87
								2	CABLE	\$178.63	EACH	20		\$3,572.60	88
								3	PAWL	\$58.40	EACH	5		\$292.00	89
									Total PO					\$4,143.72	
	2105429	W W GRAINGER	5/20/2021	N		0		1	GEARMOTOR	\$343.65	EACH	2		\$687.30	90
									Total PO					\$687.30	
ESD TRUSSVILLE WWTP	TOTAL	POs: 1												\$922.02	
	2105528	AMERICAN PIPE & SUPPLY COMPANY	5/25/2021	N		0		1	PLUMBING SUPPLIES/ACCESSORIES	\$5.48	FT	40		\$219.20	91
								2	PLUMBING SUPPLIES/ACCESSORIES	\$15.00	EACH	4		\$60.00	92
								3	PLUMBING SUPPLIES/ACCESSORIES	\$6.54	EACH	4		\$26.16	93
								4	PLUMBING SUPPLIES/ACCESSORIES	\$12.03	EACH	4		\$48.12	94
								5	PLUMBING SUPPLIES/ACCESSORIES	\$9.77	EACH	4		\$39.08	95
								6	PLUMBING SUPPLIES/ACCESSORIES	\$10.85	EACH	2		\$21.70	96
								7	PLUMBING SUPPLIES/ACCESSORIES	\$117.40	EACH	2		\$234.80	97
								8	PLUMBING SUPPLIES/ACCESSORIES	\$8.75	EACH	6		\$52.50	98
								9	PLUMBING SUPPLIES/ACCESSORIES	\$21.02	EACH	6		\$126.12	99
								10	PLUMBING SUPPLIES/ACCESSORIES	\$11.30	EACH	4		\$45.20	100
								11	PLUMBING SUPPLIES/ACCESSORIES	\$2.73	FT	18		\$49.14	101
									Total PO					\$922.02	
ESD TURKEY CREEK WWTP	TOTAL	POs: 3												\$3,034.71	
	2105518	JIM HOUSE & ASSOCIATES	5/25/2021	N		0		1	WEAR PLATE	\$688.95	EACH	1		\$688.95	102
								2	O-RING	\$5.20	EACH	1		\$5.20	103
								3	BUNA O-RING	\$6.65	EACH	1		\$6.65	104
								4	O-RING	\$1.65	EACH	3		\$4.95	105
								5	WEAR PLATE	\$578.35	EACH	2		\$1,156.70	106
								6	O-RING	\$4.46	EACH	2		\$8.92	107

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								7	O-RING TEFLON	\$6.45	EACH	2		\$12.90	108
		Total PO												\$1,884.27	
		2105540	STAPLES INC	5/25/2021	N		0	1	CHAIRS	\$137.36	EACH	8		\$1,098.88	109
								2	N/A	\$0.00	EACH	1		\$0.00	110
		Total PO												\$1,098.88	
	2105552	OFFICE DEPOT BUS SVCS DIV	5/26/2021	N			0	1	STAPLER	\$14.76	EA	1		\$14.76	111
								2	MARKER	\$4.68	DZN	1		\$4.68	112
								3	HOLE PUNCH	\$2.14	EA	1		\$2.14	113
								4	CABLE	\$14.99	EA	2		\$29.98	114
		Total PO												\$51.56	
ESD VILLAGE CREEK WWTP	TOTAL	POs: 3												\$8,586.08	
	2105519	JONES MACHINE AND WELDING CO, INC	5/25/2021	N			0	1	ROTARY HUB REBUILD	\$5,100.00	EACH	1		\$5,100.00	115
								2	BRONZE BUSHING	\$2,800.00	EACH	1		\$2,800.00	116
		Total PO												\$7,900.00	
	2105529	MCCAIN ENGINEERING	5/25/2021	N			0	1	CONTROL TECH CLASS□	\$105.00	EACH	4		\$367.50	117
								2	MILEAGE□	\$1.05	EACH	52		\$54.60	118
		Total PO												\$422.10	
	2105483	W W GRAINGER	5/24/2021	N			0	1	SPRAYER	\$263.98	EA	1		\$263.98	119
		Total PO												\$263.98	
ESD VILLAGE WWTP MAINTENANCE	TOTAL	POs: 1												\$674.50	
	2105524	W W GRAINGER	5/25/2021	N			0	1	BRAKE CLEANER	\$2.85	EACH	120		\$342.00	120
								2	WIPE	\$6.65	EACH	50		\$332.50	121
		Total PO												\$674.50	
ESD WARRIOR WWTP	TOTAL	POs: 1												\$2,066.58	
	2105404	GRAYBAR ELECTRIC COMPANY	5/20/2021	N			0	1	BATTERY CHARGER	\$2,066.58	EACH	1		\$2,066.58	122
		Total PO												\$2,066.58	
ESD WWTP ELECTRICAL MAINT	TOTAL	POs: 3												\$3,878.92	
	2105491	GRAYBAR ELECTRIC COMPANY	5/24/2021	N			0	1	LED LIGHTING	\$135.72	EACH	20		\$2,714.40	123
		Total PO												\$2,714.40	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105478	PRINTER'S INK LLC	5/24/2021	N		0		1	POLO SHIRT	\$100.76	EACH	3		\$302.28	124
								2	DENIM JEANS	\$71.19	EACH	5		\$355.95	125
								3	T-SHIRTS	\$52.88	EACH	5		\$264.40	126
									Total PO					\$922.63	
	2105410	HOME DEPOT U.S.A., INC	5/20/2021	N		0		1	BAND SAW	\$241.89	EACH	1		\$241.89	127
									Total PO					\$241.89	
FAMILY COURT CLERK OFFICE-BESS	TOTAL	POs: 1												\$298.00	
	2105443	JUST RITE INC	5/21/2021	N		0		1	ENVELOPES	\$0.07	EACH	1,000		\$70.00	128
								2	ENVELOPES	\$0.05	EACH	5,000		\$228.00	129
									Total PO					\$298.00	
GEN SERV-ADMIN	TOTAL	POs: 7												\$10,273.29	
	2105406	LMB PREFERRED SERVICES LLC	5/20/2021	N		0		1	SPEAK THRU	\$46.00	EACH	1		\$46.00	130
								2	SASH	\$418.00	EACH	1		\$418.00	131
								3	GLASS	\$1,003.50	EACH	1		\$1,003.50	132
								4	LABOR	\$40.00	EACH	1		\$40.00	133
								5	TRAY	\$214.00	EACH	1		\$214.00	134
								6	LABOR	\$765.00	EACH	1		\$765.00	135
								7	GLASS	\$994.00	EACH	1		\$994.00	136
								8	LABOR	\$40.00	EACH	1		\$40.00	137
								9	SPEAK THRU	\$46.00	EACH	1		\$46.00	138
								10	TRANSACTION	\$40.00	EACH	1		\$40.00	139
								11	SASH	\$405.00	EACH	1		\$405.00	140
								12	LABOR	\$745.00	EACH	1		\$745.00	141
									Total PO					\$4,756.50	
	2105442	HAWK, INC	5/21/2021	N		0		1	SINK	\$2,439.00	EACH	1		\$2,439.00	142
								2	SINK	\$20.50	PR	1		\$20.50	143
								3	SINK	\$71.00	EA	2		\$142.00	144
								4	SINK	\$21.00	EA	2		\$42.00	145

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								5	SINK	\$18.00	EA	2		\$36.00	146
								6	SINK	\$129.50	FT	8		\$1,036.00	147
								7	FAUCET	\$137.50	EA	2		\$275.00	148
		<b>Total PO</b>												<b>\$3,990.50</b>	
	<b>2105548</b>	GLOBAL SECURITY GLAZING	5/26/2021	N		0		1	SECURITY GLASS/GLAZING	\$400.00	EACH	1	<b>Freight \$250.00</b>	\$650.00	149
								2	SURCHARGE	\$40.00	EACH	1		\$40.00	150
								3	BOXING/SAFEGUARDING FEE	\$250.00	EACH	1		\$250.00	151
		<b>Total PO</b>												<b>\$940.00</b>	
	<b>2105482</b>	POSTENS OVERHEAD DOOR CO	5/24/2021	N		0		1	GATE REPAIRS	\$250.00	EACH	1		\$250.00	152
								2	LABOR	\$100.00	H	2		\$150.00	153
		<b>Total PO</b>												<b>\$400.00</b>	
	<b>2105452</b>	OFFICE DEPOT BUS SVCS DIV	5/24/2021	N		0		1	ITEM:Lexar(R) JumpDrive(R) TwistTurn2 USB 2.0 Flash Drives, 32GB, Pack Of 3 Flash Drives, LJDTT2-32GABNA3Supplier Part No: 2286021Manufacturer Part No: LJDTT2-32GABNA3Manufacturer Name: MICRON CONSUMER PRODUCTS GROUPSupplier Quote No: 2286021NIGP:UNSPSC: 43202010	\$29.99	EA	1		\$29.99	154
								2	ITEM:Office Depot(R) Brand Ruled Index Cards, 3 x 5, White, Pack Of 500Supplier Part No: 1376470Manufacturer Part No: OD10050Manufacturer Name: OFFICE DEPOTSupplier Quote No: 1376470NIGP:UNSPSC: 14111518	\$5.99	PK	2		\$11.98	155
								3	ITEM:Business Source Hardboard Clipboard - Standard - 9 x 12 1/2 Hardboard - Brown - 6 / BundleSupplier Part No: 3073021Manufacturer Part No: BSN65637BDManufacturer Name: SPARCO PRODUCTS-OBSSupplier Quote No: 3073021NIGP:UNSPSC: 44122012	\$11.89	BE	3		\$35.67	156
								4	ITEM:Office Depot(R) Brand Blank Index Cards, 4 x 6, White, Pack Of 300Supplier Part No: 1397827Manufacturer Part No: OD10002Manufacturer Name: OFFICE DEPOTSupplier Quote No: 1397827NIGP:UNSPSC: 14111518	\$1.65	PK	1		\$1.65	157
								5	ITEM:Business Source Flat Clip Hardboard Clipboard - Brown - 6 / BoxSupplier Part No: 2156663Manufacturer Part No: BSN16508BXManufacturer Name: SPARCO PRODUCTS-OBSSupplier Quote No: 2156663NIGP:UNSPSC: 44122012	\$10.69	BX	1		\$10.69	158
								6	ITEM:Sharpie S Gel Pens, Medium Point, 0.7 mm, Black Barrel, Black Ink, Pack Of 12 PensSupplier Part No: 8013113Manufacturer Part No: 2096159Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 8013113NIGP:UNSPSC: 44121701	\$9.01	DZN	1		\$9.01	159
								7	ITEM:Paper Mate(R) SharpWriter(R) Mechanical Pencils, 0.7 mm, Yellow Barrel, Pack Of 36 PencilsSupplier Part No: 855916Manufacturer Part No: 1921221Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 855916NIGP:UNSPSC: 44121705	\$5.99	BX	1		\$5.99	160
		<b>Total PO</b>												<b>\$104.98</b>	

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### 3. Purchases Under \$15K - For Ratification Only

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
GEN SERVICES-BULK WAREHOUSE	2105467	OFFICE DEPOT BUS SVCS DIV	5/24/2021	N		0		1	TONER	\$25.66	PK	2		\$51.32	161
		Total PO												\$51.32	
	2105476	OFFICE DEPOT BUS SVCS DIV	5/24/2021	N		0		1	BACK REST	\$29.99	EA	1		\$29.99	162
		Total PO												\$29.99	
	TOTAL	POs: 5												\$26,817.25	
	2105422	STRICKLAND COMPANIES	5/20/2021	N		0		1	COPY PAPER	\$32.35	CS	440		\$14,234.00	163
PROBATE CT-BHAM		Total PO												\$14,234.00	
	2105543	BUDGET JANITORIAL SUPPLY INC	5/25/2021	N		0		1	GERMICIDAL SPRAY CLEANER	\$23.88	CS	100		\$2,388.00	164
								2	DISINFECTANT DEODORANT SPRAY	\$24.96	CS	150		\$3,744.00	165
		Total PO												\$6,132.00	
	2105418	GRAYBAR ELECTRIC COMPANY	5/20/2021	N		0		1	CABLE, COIL	\$865.67	RO	5		\$4,328.35	166
		Total PO												\$4,328.35	
	2105419	GRAYBAR ELECTRIC COMPANY	5/20/2021	N		0		1	LAMP	\$7.43	EACH	180		\$1,337.40	167
								2	LAMP	\$3.30	EACH	120		\$396.00	168
		Total PO												\$1,733.40	
	2105522	AMERICAN PIPE & SUPPLY COMPANY	5/25/2021	N		0		1	FORCE CUP DRAIN PLUNGERS	\$7.79	EACH	50		\$389.50	169
		Total PO												\$389.50	
	TOTAL	POs: 2												\$510.77	
PROBATE CT-BHAM	2105558	OFFICE DEPOT BUS SVCS DIV	5/26/2021	N		0		1	ITEM:Advantus Badge Reel Holder Combo Pack - Support 2.58 x 3.75 Media - Vinyl - 10 / Pack - Black/ClearSupplier Part No: 9732548Manufacturer Part No: AVT91129Manufacturer Name: ADVANTUS CORP.Supplier Quote No: 9732548NIGP:UNSPSC: 55121804	\$42.39	PK	1		\$42.39	170
								2	ITEM:Swingline(R) 747(R) Business Stapler, 25 Sheets Capacity, BlackSupplier Part No: 655324Manufacturer Part No: 74732Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 655324NIGP:UNSPSC: 44121615	\$16.61	EA	3		\$49.83	171
								3	ITEM:Swingline(R) ClassicCut(R) Pro Guillotine Trimmer, 15, GraphiteSupplier Part No: 330440Manufacturer Part No: 9115Manufacturer Name: ACCO BRANDS USA, LLCSupplier Quote No: 330440NIGP:UNSPSC: 44121612	\$117.99	EA	1		\$117.99	172
								4	ITEM:Sharpie(R) Accent(R) Pocket Highlighters, Assorted, Pack Of 12Supplier Part No: 755290Manufacturer Part No: 27145Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 755290NIGP:UNSPSC: 44121716	\$4.95	PK	4		\$19.80	173
								5	ITEM:Sharpie(R) S Gel Pens, Bold Point, 1.0 mm, Black/Blue Barrel, Blue Ink, Pack Of 12 PensSupplier Part No: 8013905Manufacturer Part No: 2096187Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 8013905NIGP:UNSPSC: 44121701	\$9.01	DZN	2		\$18.02	174

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								6	ITEM:Paper Mate(R) Liquid Paper(R) DryLine(R) Ultra Correction Tape, Pack Of 3Supplier Part No: 286717Manufacturer Part No: 1818799Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 286717NIGP:UNSPSC: 44121801	\$12.69	PK	4		\$50.76	175
		Total PO												\$298.79	
	2105440	OFFICE DEPOT BUS SVCS DIV	5/21/2021	N		0		1	TONER	\$211.98	EA	1		\$211.98	176
		Total PO												\$211.98	
PUBLIC INFORMATION OFFICE	TOTAL	POs: 1												\$10,000.00	
	2105421	GRAY MEDIA GROUP, INC	5/20/2021	B		0		1	ADVERTISING SERVICES	\$10,000.00	EACH	1		\$10,000.00	177
		Total PO												\$10,000.00	
REVENUE	TOTAL	POs: 1												\$750.00	
	2105477	ASSOCIATION OF ALABAMA TAX	5/24/2021	N		0		1	MEMBERSHIP DUES	\$750.00	EACH	1		\$750.00	178
		Total PO												\$750.00	
ROADS AND TRANS ADMIN	TOTAL	POs: 3												\$1,403.52	
	2105413	OFFICE DEPOT BUS SVCS DIV	5/20/2021	N		0		1	ITEM:EXPO(R) Low-Odor Dry-Erase Markers, Chisel Point, Assorted Colors, Pack Of 8Supplier Part No: 287608Manufacturer Part No: 1927524Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 287608NIGP:UNSPSC: 44121708	\$5.74	PK	2		\$11.48	179
								2	ITEM:MasterVision(R) Maya Platinum Pure Magnetic Dry-Erase Whiteboard, 48 x 36, Aluminum Frame With Silver FinishSupplier Part No: 208778Manufacturer Part No: BVCCR0801170MVMManufacturer Name: BI-SILQUE VISUAL COMM.PROD.Supplier Quote No: 208778NIGP:UNSPSC: 44111905	\$196.39	EA	2		\$392.78	180
								3	ITEM:Officemate Electric 2 - 3 Hole Adjustable Eco-Punch, 30 Recycled, Black/Gray/GreenSupplier Part No: 390413Manufacturer Part No: 90115Manufacturer Name: OFFICEMATE INTERNATIONAL CORP.Supplier Quote No: 390413NIGP:UNSPSC: 44121611	\$73.62	EA	1		\$73.62	181
								4	ITEM:Pentel(R) Clic Erasers(R), Black Barrel, Pack Of 4Supplier Part No: 430496Manufacturer Part No: ZE21BPZ4-D24Manufacturer Name: PENTEL OF AMERICA, LTD.Supplier Quote No: 430496NIGP:UNSPSC: 44121804	\$2.97	PK	12		\$35.64	182
		Total PO												\$513.52	
	2105463	SPR-INC	5/24/2021	B		0		1	COPIER MAINTENANCE	\$0.0055	EACH	10,000		\$55.00	183
								2	COLOR COPIES	\$0.039	EACH	10,000		\$390.00	184
		Total PO												\$445.00	
	2105464	SPR-INC	5/24/2021	B		0		1	COPIER MAINTENANCE	\$0.0055	EACH	10,000		\$55.00	185
								2	COLOR COPIES	\$0.039	EACH	10,000		\$390.00	186
		Total PO												\$445.00	

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
ROADS AND TRANS MNT KET	TOTAL	POs: 4												\$4,150.76	
	2105416	LOWES COMPANIES, INC	5/20/2021	N		0		1	QUIKRETE	\$6.18	EACH	378	Freight \$20.00	\$2,356.04	187
		Total PO												\$2,356.04	
	2105450	FOLEY PRODUCTS COMPANY	5/21/2021	N		0		1	ARCH PIPE	\$40.80	EACH	20	Freight \$70.00	\$886.00	188
		Total PO												\$886.00	
	2105471	AMAZON.COM SALES, INC	5/24/2021	N		0		1	GLOVES	\$93.75	CS	4		\$375.00	189
								2	GLOVES	\$99.68	CS	4		\$398.72	190
		Total PO												\$773.72	
	2105415	LOWES COMPANIES, INC	5/20/2021	N		0		1	PALLET CHARGES	\$15.00	EACH	9		\$135.00	191
		Total PO												\$135.00	
SECURITY	TOTAL	POs: 3												\$15,513.06	
	2105457	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/24/2021	N		0		1	TROUSERS	\$41.50	EACH	108		\$4,482.00	192
								2	SHIRTS	\$43.25	EACH	108		\$4,671.00	193
								3	BELT	\$6.95	EACH	54		\$375.30	194
								4	CAP	\$12.95	EACH	54		\$699.30	195
		Total PO												\$10,227.60	
	2105456	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/24/2021	N		0		1	BOOTS	\$94.75	EACH	53		\$5,021.75	196
		Total PO												\$5,021.75	
	2105539	AMAZON.COM SALES, INC	5/25/2021	N		0		1	BREAKROOM TABLES & CHAIRS	\$263.71	EACH	1		\$263.71	197
		Total PO												\$263.71	
SF CORRECTIONS-BH	TOTAL	POs: 1												\$346.00	
	2105550	IMPERIAL BAG & PAPER CO LLC	5/26/2021	N		0		1	GEL HAND SANITIZER	\$69.20	EACH	5		\$346.00	198
		Total PO												\$346.00	
SF ENFORCEMENT-BHAM	TOTAL	POs: 14												\$56,178.60	
	2105559	ALA CONSTRUCTION SUPPLY	5/26/2021	N		0		1	HAMMER	\$36.31	EACH	6		\$217.86	199
								2	GRINDER	\$118.67	EACH	3		\$356.01	200
								3	CUTTING WHEEL-BLADES	\$1.35	EACH	25		\$33.75	201
								4	DREMEL TOOL	\$265.63	EACH	3		\$796.89	202
								5	OSCILLATING BLADES	\$78.10	PAK	2		\$156.20	203

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Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								6	REBAR CUTTER	\$3,429.38	EACH	3		\$10,288.14	204
								7	ROTARY HAMMER	\$440.00	EACH	3		\$1,320.00	205
								8	DEMOLITION HAMMER	\$515.01	EACH	3		\$1,545.03	206
		<b>Total PO</b>												<b>\$14,713.88</b>	
	2105531	NORTHERN TOOL & EQUIPMENT CATALOG COMPANY, INC	5/25/2021	N		0		1	GENERATORS	\$4,507.00	EACH	3	Freight \$85.00	\$13,606.00	207
		<b>Total PO</b>												<b>\$13,606.00</b>	
	2105414	GULF STATES DISTRIBUTORS	5/20/2021	N		0		1	LAUNCHER	\$2,747.00	EACH	4		\$10,988.00	208
		<b>Total PO</b>												<b>\$10,988.00</b>	
	2105538	KRONOS INC	5/25/2021	N		0		1	PERSONNEL SUPPORT	\$8,830.00	EACH	1		\$8,830.00	209
		<b>Total PO</b>												<b>\$8,830.00</b>	
	2105523	W W GRAINGER	5/25/2021	N		0		1	CONCRETE SAW	\$1,548.92	EACH	3		\$4,646.76	210
		<b>Total PO</b>												<b>\$4,646.76</b>	
	2105417	GALLS, LLC	5/20/2021	N		0		1	ID TAG	\$10.00	EACH	80		\$800.00	211
		<b>Total PO</b>												<b>\$800.00</b>	
	2105555	AMAZON.COM SALES, INC	5/26/2021	N		0		1	PLIERS	\$14.98	EACH	3		\$44.94	212
								2	CHISEL	\$12.55	EACH	3		\$37.65	213
								3	PRY BAR	\$6.99	EACH	3		\$20.97	214
								4	PRY BAR	\$14.32	EACH	3		\$42.96	215
								5	PRY BAR	\$23.98	EACH	3		\$71.94	216
								6	PRY BAR	\$19.94	EACH	3		\$59.82	217
								7	HACKSAW	\$25.98	EACH	3		\$77.94	218
								8	CHANNELLOCK	\$28.35	EACH	3		\$85.05	219
								9	CHANNELLOCK	\$29.95	EACH	3	Freight \$8.00	\$97.85	220
								10	SCREWDRIVER SET	\$59.93	EACH	3		\$179.79	221
		<b>Total PO</b>												<b>\$718.91</b>	
	2105427	AMAZON.COM SALES, INC	5/20/2021	N		0		1	WRENCH	\$26.99	EACH	3		\$80.97	222
								2	SCISSORS	\$12.99	EACH	18		\$233.82	223

Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	UTILITY KNIFE	\$84.96	EACH	3		\$254.88	224
								4	KNIFE BLADES	\$10.98	EACH	2		\$21.96	225
								5	TAPE MEASURE	\$13.00	EACH	3		\$39.00	226
									Total PO					\$630.63	
	2105556	AMAZON.COM SALES, INC	5/26/2021	N		0		1	AIR COMPRESSOR	\$164.00	EACH	3		\$492.00	227
									Total PO					\$492.00	
	2105549	ALA CONSTRUCTION SUPPLY	5/26/2021	N		0		1	TOOL BOXES	\$101.46	EACH	4		\$405.84	228
									Total PO					\$405.84	
	2105420	AMAZON.COM SALES, INC	5/20/2021	N		0		1	CARBINEERS	\$15.99	PAK	8		\$127.92	229
									Total PO					\$127.92	
	2105433	AMAZON.COM SALES, INC	5/20/2021	N		0		1	CHAIR	\$126.66	EACH	1		\$126.66	230
									Total PO					\$126.66	
	2105554	USI INSURANCE SERVICES LLC	5/26/2021	N		0		1	BOND PREMIUM	\$50.00	EACH	1		\$50.00	231
									Total PO					\$50.00	
	2105553	JUDGE OF PROBATE	5/26/2021	N		0		1	NOTARY	\$42.00	EACH	1		\$42.00	232
									Total PO					\$42.00	
TAX COLLECTOR BESSEMER	TOTAL	POs: 2												\$2,731.45	
	2105479	WESTERN STAR	5/24/2021	N		0		1	ADVERTISING SERVICES	\$2,700.00	EACH	1		\$2,700.00	233
									Total PO					\$2,700.00	
	2105473	OFFICE DEPOT BUS SVCS DIV	5/24/2021	N		0		1	ITEM:Currency Straps, Yellow, 1,000, Pack Of 1,000Supplier Part No: 621184Manufacturer Part No: 401000Manufacturer Name: PAPER PRODUCTSSupplier Quote No: 621184NIGP:UNSPSC: 44111604	\$5.61	PK	4		\$22.44	234
								2	ITEM:Sharpie(R) S Gel Pens, Bold Point, 1.0 mm, Black/Blue Barrel, Blue Ink, Pack Of 12 PensSupplier Part No: 8013905Manufacturer Part No: 2096187Manufacturer Name: NEWELL BRANDS INC.Supplier Quote No: 8013905NIGP:UNSPSC: 44121701	\$9.01	DZN	1		\$9.01	235
									Total PO					\$31.45	
TAX COLLECTOR BIRMINGHAM	TOTAL	POs: 1												\$96.94	
	2105451	OFFICE DEPOT BUS SVCS DIV	5/21/2021	N		0		1	ITEM:Paper Mate(R) Write Bros. Ballpoint Stick Pens, Medium Point, 1.0mm, Black Barrel, Black Ink, Pack Of 60Supplier Part No: 737765Manufacturer Part No: 4621401CManufacturer Name: SANFORD LPSupplier Quote No: 737765NIGP:UNSPSC: 44121704	\$3.30	PK	1		\$3.30	236
								2	ITEM:Lee(R) Sortkwik(TM) Hygienic Fingertip Moistener, Ergo-Style, 1.5 Oz, PinkSupplier Part No: 215597Manufacturer Part No: 12134Manufacturer Name: LEE PRODUCTS COMPANYSupplier Quote No: 215597NIGP:UNSPSC: 44121622	\$2.80	EA	4		\$11.20	237

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
								3	ITEM:Office Depot(R) Brand Heavy-Duty View 3-Ring Binder, 5 D-Rings, 49 Recycled, BlackSupplier Part No: 213031Manufacturer Part No: 3585475056Manufacturer Name: OFFICE DEPOTSupplier Quote No: 213031NIGP:UNSPSC: 44122003	\$20.61	EA	4		\$82.44	238
		Total PO												\$96.94	
YOUTH DETENTION ADMIN	TOTAL	POs: 10												\$7,158.74	
	2105407	CHARM TEX INC	5/20/2021	N		0		1	RADIOS	\$12.90	EACH	300		\$3,870.00	239
								2	CLEAR EARPHONE	\$2.90	EACH	300		\$870.00	240
		Total PO												\$4,740.00	
	2105459	BOB BARKER COMPANY INC	5/24/2021	N		0		1	DIAL DEODORANT	\$61.50	CS	10		\$615.00	241
		Total PO												\$615.00	
	2105454	MUNICIPAL & COMMERCIAL UNIFORM & EQUIPMENT	5/24/2021	N		0		1	TROUSERS	\$41.95	EACH	5		\$209.75	242
								2	SHIRTS ALTERATIONS	\$10.00	EACH	5		\$50.00	243
								3	JACKET	\$124.95	EACH	1		\$124.95	244
		Total PO												\$384.70	
	2105470	CHARM TEX INC	5/24/2021	N		0		1	SANDALS	\$3.54	EACH	14		\$49.56	245
								2	SANDALS	\$3.54	EACH	34		\$120.36	246
								3	SANDALS	\$3.54	EACH	34		\$120.36	247
								4	SANDALS	\$3.54	EACH	20		\$70.80	248
		Total PO												\$361.08	
	2105562	CHARM TEX INC	5/26/2021	N		0		1	LICE SHAMPOO	\$39.90	EACH	5		\$199.50	249
								2	SHAMPOO DIAL TOTAL BODY AND HAIR	\$65.90	EACH	2		\$131.80	250
		Total PO												\$331.30	
	2105462	MICHAEL SMILEY BEY	5/24/2021	N		0		1	GROOMING	\$9.00	EACH	30		\$270.00	251
		Total PO												\$270.00	
	2105439	CHARM TEX INC	5/21/2021	N		0		1	BASKET BALL	\$24.36	EACH	5		\$121.80	252
								2	FOOTBALL	\$15.90	EACH	3		\$47.70	253
								3	SOCCER BALL	\$15.36	EACH	1		\$15.36	254
		Total PO												\$184.86	
	2105493	CHARM TEX INC	5/24/2021	N		0		1	TOOTHPASTE	\$42.90	EACH	3		\$128.70	255
		Total PO												\$128.70	

Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

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### 3. Purchases Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Contract No	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Total Price	Report Line No
	2105458	BOB BARKER COMPANY INC	5/24/2021	N		0		1	PREGNANCY TEST STRIPS	\$20.55	CS	2		\$41.10	256
								2	PREGNANCY TEST DEVICES	\$24.55	EACH	2		\$49.10	257
		Total PO												\$90.20	
	2105492	CHARM TEX INC	5/24/2021	N		0		1	INMATE CHROME SHOWER ROD	\$52.90	EACH	1		\$52.90	258
		Total PO												\$52.90	

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Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/20/2021 - 5/26/2021

4.A.7.a

**4. Change Orders Under \$15K - For Ratification Only**

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line No
Grand Total		POs: 17											\$63,240.21	\$77,248.80	\$14,846.21	
COMMUNITY DEVELOPMENT	TOTAL	POs: 1											\$10,000.00	\$14,000.00	\$4,000.00	
	2101643	BIRMINGHAM TIMES MEDIA GROUP, LLC	11/13/2020	N	2	5/25/2021	1	ADVERTISING SERVICES	\$14,000.00	EACH	1		\$25,000.00	\$14,000.00	\$4,000.00	1
		Total PO											\$10,000.00	\$14,000.00	\$4,000.00	
CORONER	TOTAL	POs: 1											\$444.50	\$506.88	\$62.38	
	2105375	NCH CORPORATION	5/19/2021	N	1	5/25/2021	1	DISINFECTANT	\$39.45	GAL	10	Freight \$112.38	\$50.00	\$506.88	\$62.38	2
		Total PO											\$444.50	\$506.88	\$62.38	
DEVELOPMENT SERVICES	TOTAL	POs: 1											\$179.75	\$199.70	\$19.95	
	2105521	AMAZON.COM SALES, INC	5/25/2021	N	1	5/25/2021	1	BOOKS	\$35.95	EACH	5	Freight \$19.95	\$0.00	\$199.70	\$19.95	3
		Total PO											\$179.75	\$199.70	\$19.95	
ESD TELEVISION INSPECTION	TOTAL	POs: 1											\$30.20	\$139.26	\$109.06	
	2104373	RELIABILITY POINT, LLC	3/24/2021	N	1	5/21/2021	4	ACTUAL UPS GROUND SHIPPING	\$139.26	EACH	1		\$30.20	\$139.26	\$109.06	4
		Total PO											\$30.20	\$139.26	\$109.06	
ESD TRUSSVILLE WWTP	TOTAL	POs: 1											\$730.00	\$778.37	\$48.37	
	2101504	INGERSOLL RAND INDUSTRIAL US INC	5/24/2021	N	1	5/24/2021	1	AIR COMPRESSOR	\$671.00	EACH	1	Freight \$107.37	\$1,398.99	\$778.37	\$48.37	5
		Total PO											\$730.00	\$778.37	\$48.37	
ESD VALLEY CREEK WWTP	TOTAL	POs: 5											\$17,032.45	\$17,305.37	\$272.92	
	2100913	INGERSOLL RAND INDUSTRIAL US INC	10/21/2020	N	2	5/24/2021	1	AIR FILTER	\$30.00	EACH	21	Freight \$38.99	\$0.00	\$668.99	\$38.99	6
		Total PO											\$630.00	\$668.99	\$38.99	
	2101503	INGERSOLL RAND INDUSTRIAL US INC	5/25/2021	N	1	5/25/2021	1	COMPRESSOR	\$2,025.00	EACH	1	Freight \$107.37	\$0.00	\$2,132.37	\$107.37	7
							2	OIL FILTER PLUG	\$27.00	EACH	12	Freight \$9.95	\$0.00	\$333.95	\$9.95	8
		Total PO											\$2,349.00	\$2,466.32	\$117.32	
	2104519	J H WRIGHT & ASSOCIATES	5/25/2021	N	1	5/25/2021	1	FLEXASEAL	\$11,760.00	EACH	1	Freight \$50.82	\$0.00	\$11,810.82	\$50.82	9
		Total PO											\$11,760.00	\$11,810.82	\$50.82	
	2104775	J H WRIGHT & ASSOCIATES	4/16/2021	N	1	5/24/2021	1	FASM-2692-REPAIR	\$473.33	EACH	1	Freight \$5.51	\$0.00	\$478.84	\$5.51	10
		Total PO											\$473.33	\$478.84	\$5.51	

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#### 4. Change Orders Under \$15K - For Ratification Only

4.A.7.a

Department	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line No
	2104800	J H WRIGHT & ASSOCIATES	5/24/2021	N	1	5/24/2021	1	MECHANICAL SEAL FOR PUMPS	\$910.06	EACH	2	Freight \$60.28	\$0.00	\$1,880.40	\$60.28	11
		Total PO											\$1,820.12	\$1,880.40	\$60.28	
	TOTAL	POs: 1											\$103.96	\$117.57	\$13.61	
ESD VILLAGE WWTP MAINTENANCE	2105156	AMAZON.COM SALES, INC	5/20/2021	N	1	5/20/2021	1	NUT/DRIVER SET	\$25.99	EACH	4	Freight \$13.61	\$0.00	\$117.57	\$13.61	12
		Total PO											\$103.96	\$117.57	\$13.61	
	TOTAL	POs: 1											\$20,000.00	\$30,000.00	\$10,000.00	
GEN SERV-ADMIN	2100367	CINTAS CORPORATION NO 2	10/8/2020	B	1	5/25/2021	1	UNIFORMS	\$30,000.00	EACH	1		\$20,000.00	\$30,000.00	\$10,000.00	13
		Total PO											\$20,000.00	\$30,000.00	\$10,000.00	
	TOTAL	POs: 1											\$300.00	\$450.00	\$150.00	
REVENUE-BESSEMER MTR LIC	2100147	WATER WAY DISTRIBUTING CO	10/6/2020	B	1	5/25/2021	1	BOTTLED WATER, CUPS, AND COOLER RENTAL	\$450.00	EACH	1		\$300.00	\$450.00	\$150.00	14
		Total PO											\$300.00	\$450.00	\$150.00	
	TOTAL	POs: 1											\$398.72	\$400.72	\$2.00	
ROADS AND TRANS MNT KET	2105471	AMAZON.COM SALES, INC	5/24/2021	N	1	5/24/2021	2	GLOVES	\$99.68	CS	4	Freight \$2.00	\$0.00	\$400.72	\$2.00	15
		Total PO											\$398.72	\$400.72	\$2.00	
	TOTAL	POs: 2											\$13,922.78	\$13,249.93	\$164.77	
SENIOR CITIZEN SVCS	2104330	SUPREME MEDICAL FULFILLMENT	3/23/2021	N	6	5/21/2021	1	ELDERLY SERVICES	\$12,342.31	EACH	1		\$12,212.54	\$12,342.31	\$129.77	16
		Total PO											\$12,212.54	\$12,342.31	\$129.77	
	2104619	HOME DEPOT U.S.A., INC	5/20/2021	N	2	5/20/2021	1	BOX FAN	\$18.97	EACH	46	Freight \$35.00	\$0.00	\$907.62	\$35.00	17
		Total PO											\$1,710.24	\$907.62	\$35.00	
SF ENFORCEMENT-BHAM	TOTAL	POs: 1											\$97.85	\$101.00	\$3.15	
	2105555	AMAZON.COM SALES, INC	5/26/2021	N	1	5/26/2021	9	CHANNELLOCK	\$29.95	EACH	3	Freight \$11.15	\$8.00	\$101.00	\$3.15	18
		Total PO											\$97.85	\$101.00	\$3.15	

Attachment: 061021 WEEKLY ENC REP 052021 - 052621 Final (7348 : Encumbrance Reports)

JEFFERSON COUNTY COMMISSION  
MEETING FOR 6/10/2021  
PURCHASING DIVISION ENCUMBRANCE REPORT  
WEEK: 5/20/2021 - 5/26/2021

4.A.7.a

**5. Contracts Change Orders - For Ratification Only**

Department	Contract No	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line No
Grand Total			POs: 5											\$1,042,051.87	\$1,200,677.73	\$158,625.86	
COMMUNITY DEVELOPMENT- WKCE	TOTAL		POs: 3											\$1,021,263.95	\$1,159,177.73	\$137,913.78	
	20200136	2102824	ALABAMA DEPARTMENT OF LABOR	5/26/2021	N	7	5/26/2021	1	ADULT PROGRAM SVCS	\$87,168.83	EACH	1		\$86,073.76	\$87,168.83	\$1,095.07	1
			Total PO											\$86,073.76	\$87,168.83	\$1,095.07	
	20200419	2101159	ALABAMA DEPARTMENT OF LABOR	5/26/2021	N	14	5/26/2021	4	ADULT PROGRAM SERVICES	\$526,033.22	EACH	1		\$453,630.55	\$526,033.22	\$72,402.67	2
							5/26/2021	5	YOUTH	\$38,324.61	EACH	1		\$29,023.51	\$38,324.61	\$9,301.10	3
							5/26/2021	6	TO ADD FUND TO PROJECT CP20D	\$14,970.11	EACH	1		\$9,398.39	\$14,970.11	\$5,571.72	4
			Total PO											\$492,052.45	\$579,327.94	\$87,275.49	
	20200420	2101158	ALABAMA DEPARTMENT OF LABOR	5/26/2021	N	13	5/26/2021	4	ADULT PROGRAM SERVICES	\$469,375.72	EACH	1		\$425,159.00	\$469,375.72	\$44,216.72	5
							5/26/2021	5	YOUTH	\$3,545.08	EACH	1		\$2,898.61	\$3,545.08	\$646.47	6
							5/26/2021	6	TO ADD LINE CP20D	\$19,760.16	EACH	1		\$15,080.13	\$19,760.16	\$4,680.03	7
			Total PO											\$443,137.74	\$492,680.96	\$49,543.22	
ESD PRUDES CREEK WWTP	TOTAL		POs: 1											\$787.92	\$1,500.00	\$712.08	
	20190494	2101450	SANTEK WASTE SERVICES, LLC	5/26/2021	B	1	5/26/2021	1	WASTE COLLECTION SERVICES	\$1,500.00	EACH	1		\$787.92	\$1,500.00	\$712.08	8
			Total PO											\$787.92	\$1,500.00	\$712.08	
INFORMATION TECHNOLOGY	TOTAL		POs: 1											\$20,000.00	\$40,000.00	\$20,000.00	
	20190253	2103082	THOMPSON TRACTOR CO INC	1/26/2021	N	1	5/20/2021	1	FAIRFIELD GENERATOR MAINTENANCE□	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	9
							5/20/2021	2	FAIRFIELD GENERATOR MAINTENANCE□	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	10
							5/20/2021	3	GILMORE GENERATOR MAINTENANCE□	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	11
							5/20/2021	4	LINN'S GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	12
							5/20/2021	5	OAK MOUNTAIN GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	13
							5/20/2021	6	PROVIDENCE GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	14
							5/20/2021	7	ROCK MOUNTAIN GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	15
							5/20/2021	8	RUFFNER MOUNTAIN GENERATOR MAINTENANCE□	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	16

Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)

## 5. Contracts Change Orders - For Ratification Only

4.A.7.a

Department	Contract No	PO No	Vendor	Created Date	Type	Change No	Change Date	Line No	Item Description	Unit Price	UoM	Item QTY	Details	Original Amount	Total Price	Change Amount	Report Line N
							5/20/2021	9	WARRIOR GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	17
							5/20/2021	10	PALMERDALE GENERATOR MAINTENANCE □	\$4,000.00	EACH	1		\$2,000.00	\$4,000.00	\$2,000.00	18
			Total PO											\$20,000.00	\$40,000.00	\$20,000.00	

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Attachment: 061021 WEEKLY ENC REP 052021- 052621 Final (7348 : Encumbrance Reports)



BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

Jefferson Credit Union Statement for Closing Date: May 3, 2021

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission does hereby ratify the following bank statements:

Regions Bank Purchasing Statement for Closing Date May 31, 2021

## JEFFERSON COUNTY COMMISSION



JAMES A. (JIMMIE) STEPHENS – President  
 SANDRA LITTLE BROWN – President pro tempore  
 GEORGE BOWMAN  
 DAVID CARRINGTON  
 T. JOE KNIGHT


Tony Petelos  
 County Manager

Michael Matthews, Ph.D., C. P. M.  
 Purchasing Agent  
 716 Richard Arrington Jr. Blvd. N.  
 Room 830  
 Birmingham, AL 35203  
 205-325-5381

## MEMORANDUM

#7365

TO: All Commissioners

FROM: M. D. Matthews, C.P.M., Purchasing Agent 

DATE: June 1, 2021

SUBJECT: County Commission Procurement Card Statement

ATTACHMENT: Regions Bank Purchasing Card Statement(s) June FY21  
 (Closing Date: May 31, 2021)

---

Dear Commissioners:

On behalf of the Finance Department, the subject purchasing card statement(s) is hereby submitted to your office for review. The subject statement(s) will be scheduled to appear on the Purchasing Agenda for the week of 06/07/2021 – 06/11/2021 for ratification.

If you have any questions you may contact Michael Matthews at 205-325-1412.

Thank you.

cc: T. Petelos  
 A. Dixon  
 Minute Clerk  
 Accounts Payable (Memorandum Only)

Attachment: June FY21 Closing Date 05.31.2021 Region Bank Visa Card Statement &amp; Memo (7365 : Procurement Card Statement)

**Corporate Account Summary**

Page 1 of 4

Credit Limit	\$100,000	Previous Balance	\$3,584.34
Billing Date	05/31/21	Payments	- \$3,584.34
Days in Billing Cycle	31	Credits	- \$0.00
Payment Due Date	06/21/21	Purchases	+ \$14,555.48
<b>Total Amount Due</b>	<b>\$14,555.48</b>	Debits/Other Fees	+ \$0.00
		Cash Advances	+ \$0.00
		Cash Advance Fees	+ \$0.00
		<b>Late Fees</b>	<b>+ \$0.00</b>
		<b>New Balance</b>	<b>\$14,555.48</b>

JEFFERSON COUNTY COMMISSI  
ATTN JAYNA FARRAR ROOM810

**Company Account Number**

XXXX-XXXX-XXXX

May 1 - May 31, 2021

To ensure the proper credit, please include the payment coupon from this statement with your check. Failure to include this coupon can result in delayed processing and a late payment fee.

**Company New Activity Detail**

Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/13	05/13	0000	0020	PAYMENT - THANK YOU	3,584.34 CR

**Cardholder New Activity Summary**

	Credits	Purchases	Debits/ Other Fees	Cash Advances	Cash Advance Fees
<b>DARRYL TAVEL</b> XXXX-XXXX-XXXX Credit Limit \$50,000	\$0.00	\$12,546.33	\$0.00	\$0.00	\$0.00
<b>CAROLINE L. BROWN</b> XXXX-XXXX-XXXX Credit Limit \$5,000	\$0.00	\$1,339.15	\$0.00	\$0.00	\$0.00

**Account Inquiries**

Visit us online at  
www.regions.com

Call Customer Service, for  
Billing Inquiries or to Report a  
Lost or Stolen Card  
1-888-934-1087

Send Billing Inquiries To :  
PO BOX 11301  
BIRMINGHAM, AL 35202-1301

Mail Payments To :  
PO BOX 2224  
BIRMINGHAM, AL 35246-3107

DETACH HERE: to ensure the proper credit, please include lower portion with your payment.

REGIONS BANK  
PO BOX 11301  
BIRMINGHAM AL 35202-1301

REGIONS COMMERCIAL BANKCARD  
PO BOX 2224  
BIRMINGHAM AL 35246-3107

JEFFERSON COUNTY COMMISSI  
ATTN JAYNA FARRAR ROOM810  
716 RICHARD ARRINGTON BLV  
BIRMINGHAM AL 35203



310744857190570476160145554801455548

**Account Number** XXXX-XXXX-XXXX  
**Payment Due Date** 06/21/21  
**Total Amount Due** \$14,555.48

**Amount  
Enclosed** \$

☐ Check box and indicate address change on reverse.

Make check or money order payable to:  
**Regions Bank**

⑈448571⑈ ⑆5000⑈ 2061⑈ 9057047616⑈ 20

Packet Pg. 396

Attachment: June FY21 Closing Date 05.31.2021 Region Bank Visa Card Statement &amp; Memo (7365 : Procurement Card Statement)

BILLING RIGHTS SUMMARY*In Case of Errors or Questions About Your Statement*

If you think your statement is incorrect, or if you need more information about a transaction on your statement, notify us in writing on a separate sheet at PO BOX 11301, BIRMINGHAM, AL 35202-1301 as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

Address Change Requested: (If indicated on front)

Please complete only if the address information on the front is incorrect.

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

( ) \_\_\_\_\_  
Phone

\_\_\_\_\_  
New Employer

( ) \_\_\_\_\_  
Phone

Account Number XXXX-XXXX-XXXX

## Cardholder New Activity Summary

	Credits	Purchases	Debits/ Other Fees	Cash Advances	Cash Advance Fees
<b>STEVE AMMONS</b> XXXX-XXXX-XXXX Credit Limit \$10,000	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00
<b>SHELIA D. TYSON</b> XXXX-XXXX-XXXX Credit Limit \$10,000	\$0.00	\$225.00	\$0.00	\$0.00	\$0.00
<b>TONY PETELOS</b> XXXX-XXXX-XXXX Credit Limit \$5,000	\$0.00	\$423.00	\$0.00	\$0.00	\$0.00

## Cardholder Activity

<b>DARRYL TAVEL</b> Credit Limit \$ 50,000					XXXX-XXXX-XXXX Total Activity \$12,546.33
Tran Date	Post Date	Category	Reference Number	Transactions	Amount
04/30	05/03	5732	74697691121910006423084	WWW.DJI.COM WWW.DJI.COM	787.00
05/03	05/03	0000	74697691121910006423084	INTERNATIONAL TRANSACTION FEE	7.87
05/04	05/05	5039	24072801124286509300026	TEST MARK INDUSTRIES 800-783-3227 OH	1,581.73
05/08	05/10	5085	24692161128100071635195	INDCO INC 812-945-4383 IN	4,588.72
05/15	05/17	5964	24692161135100282132199	ULINE *SHIP SUPPLIES 800-295-5510 WI	1,920.56
05/13	05/17	7372	24247601135500955414342	APNGA LLC 240-888-6426 MD	45.00
05/21	05/24	5046	24072801141206397000040	RICKLY HYDROLOGICAL 614-230-1467 OH	990.45
05/25	05/26	7392	24011341145000055179874	SIGMA TRAINING SIGMATRAININGFL	2,625.00
<b>CAROLINE L. BROWN</b> Credit Limit \$ 5,000					XXXX-XXXX-XXXX Total Activity \$1,339.15
Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/04	05/04	8699	24435651124206383800058	SOCIETY FOR I-O PSYCHOLO 419-353-0032 OH	475.00
05/03	05/05	5969	24692161124100869657900	IFEBP *MILWAUKEE 262-786-6700 WI	864.15
<b>STEVE AMMONS</b> Credit Limit \$ 10,000					XXXX-XXXX-XXXX Total Activity \$22.00
Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/08	05/10	7542	24055231129837004924037	MISTER CAR WASH #242 VESTAVIA HILLAL	12.00
05/18	05/19	7542	24512391138018913196920	ANTHONYS CAR CLEAN UP I VESTAVIA HILLAL	10.00
<b>SHELIA D. TYSON</b> Credit Limit \$ 10,000					XXXX-XXXX-XXXX Total Activity \$225.00
Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/11	05/13	8220	24329761132017037196033	AU DBA GOV & ECON DEV INSAUBURN AL	225.00
<b>TONY PETELOS</b> Credit Limit \$ 5,000					XXXX-XXXX-XXXX Total Activity \$423.00
Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/03	05/04	9399	24011341123000041348175	REGISTER@FAA 33XXFCR HTTPSREGISTERVA	10.00
05/05	05/06	8398	24492151125852458032190	ICMA ONLINE 202-289-4262 DC	



Account Number XXXX-XXXX-XXXX

May 1 - May 31, 2021

**Cardholder Activity (continued)**

Tran Date	Post Date	Category	Reference Number	Transactions	Amount
05/06	05/07	9399	24707801126017039673058	ALABAMA CITY COUNCIL M 334-844-1919 AL	195.00
05/11	05/12	7372	24492151131637973812909	BUZZSPROUT.COM PODCAST WWW.BUZZSPROUFL	18.00

Attachment: June FY21 Closing Date 05.31.2021 Region Bank Visa Card Statement &amp; Memo (7365 : Procurement Card Statement)

## JEFFERSON COUNTY COMMISSION



JAMES A. STEPHENS– PRESIDENT  
 LASHUNDA SCALES – PRESIDENT PRO TEMPORE  
 SHELIA TYSON  
 T. JOE KNIGHT  
 STEVEN AMMONS

TONY PETELOS  
 County Manager

FINANCE DEPARTMENT  
 Angela Dixon, CPA  
 Chief Financial Officer  
 716 Richard Arrington Jr. Blvd. N.  
 Suite 820  
 Birmingham, AL 35203

**MEMORANDUM**

TO: Tony Petelos  
 Chief Executive Officer

FROM: Lene Wormley *LW*

DATE: June 10, 2021

The following staff requests have been received in the Budget Management Office. Our analyses of the budgets affected by these requests indicate that sufficient funds are available to make these advances.

**MULTIPLE STAFF DEVELOPMENT****Board of Equalization**

James Aaron Self	1,218.35
Mitchell Best	1,069.39
AL Real Appraisal Manual	
Opelika, AL -June 20-25, 2021	

**Revenue**

Patrice Skinner	530.81
Matisha Dunklin	523.53
Carley Sims	599.47
Rontrice Ousley	581.51
CGEI 2021: CROAA Safety for the County	
Revenue Officer	
Prattville, AL -June 9-10, 2021	

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

**Tax Collector-Birmingham**

JT Smallwood	1,085.94
Wesley Scott Moore	3,416.05
Eric Burks	3,045.86

Association of Alabama tax Administrators  
2021 Summer Conference 10  
Orange Beach, AL -June 13-17, 2021

**INDIVIDUAL STAFF DEVELOPMENT****Development Services**

Jimmy Ray Kennedy	1,402.35
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2021 COAA Annual Educational Conference  
Gulf Shores, AL -August 15-20, 2021

Tamekia Lee	325.00
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Certified Professional in Municipal  
Stormwater Manager  
Birmingham, AL -Online

**Family Court**

Sharon Youngblood	200.00
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2021 GFOAA Summer Conference &  
Training Program-Virtual Sessions  
Birmingham, AL -August 11-13, 2021

**Finance**

Angela Dixon	1,341.32
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Alabama City County Management  
Association Summer Conference 2021  
Gulf Shores, AL -June 2-4, 2021

**Human Resources**

Tonya Dawson	1,247.39
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Louisiana State University Shreveport –  
Organizational Behavior  
Birmingham, AL -July 05, 2021-August 23,  
2021

Matt Luetjen	494.00
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Society of Industrial and Organizational  
Psychology Annual Conference Online  
Birmingham, AL -March 30, 2021 & April  
14-17, 2021

Alan Sconiers	2,933.46
Courses from Executive Certificate in Strategic Leadership Liberty University Online	
Birmingham, AL -May 17, 2021 -August 20, 2021	

**Public Information**

Phillips Foster	865.42
Drone Training	
Mobile, AL -May 6-7, 2021	

**Revenue**

Patrice Skinner	95.00
CRE Special Topic 1&2	
Birmingham, AL -May 7, 2021	

Charles P. Bell	200.00
CRE Continuing Education Special Issues for Sales and Tax	
Homewood, AL -July 9, 2021	

Charles P. Bell	200.00
CRE Continuing Education Mandatory Update	
Homewood, AL -June 18, 2021	

Scott Smith	200.00
Government & Economic Development Institute Auburn University	
Birmingham, AL -August 13, 2021	

Tanjawania Hurst	200.00
CRE: Special Issues for Sales and Use Tax Examination	
Birmingham, AL -July 9, 2021	

Shameka Bridges	267.50
Association of County Commission of Alabama Course-Enforcement of License & Taxes	
Prattville, AL -June 9-10, 2021	

**Tax Assessor Birmingham**

Charles Winston	3,025.42
AATA Summer Conference	
Orange Beach, AL -June 13-17, 2021	

**Tax Assessor Bessemer**

Cheryl Hoskins	1,005.18
Abatement an In-depth Look	
Opelika, AL -June 15-18, 2021	

**FOR INFORMATION ONLY****Sheriff**

Jason Pilkinton	779.00
FBI Basic Negotiator Course	
Huntsville, AL -July 12-16, 2021	

Pam Gilmer	2,090.00
Stephanie Renee Whitcomb	2,090.00
Forensic Experiential Trauma Interview	
Birmingham, AL -June 1, 2021 -September 30, 2021	

Tandy N Campbell	1,102.50
Forensic Mapping for Crash Zone	
Forsyth, GA -August 29, 2021 -September 3, 2021	

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

<b>Employee Name:</b> James Aaron Self		<b>Position:</b> Sr. Real Property Appraiser	<b>Date Submitted:</b> 5/17/2020	
<b>Org(8)</b> 21401301	<b>GL Object (6)</b> 542050			
<b>Description of Proposed Activity: (List Organization)</b> AL Real Appraisal Manual				
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) Online _____		<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____
<b>Destination: (City and State)</b> Opelika, AL		<b>Inclusive Dates of Travel: (From/To)</b> 06/20/21-06/25/21		
<b>Departure Date</b> 6/20/2021		<b>Return Date</b> 6/25/2021		

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging	615.85	•
		Registration	300.00	•
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
		Other		
		Per Diem 1st & Last Day + Daily Rate 41.25+55+55+55+55+41.25	302.50	•
<b>Total</b>			1,218.35	0.00
<b>Cash Advance Requested</b>			918.35	
<b>BMO</b>				
<b>MAY 24 2021</b>				
<b>Amount Due Employee (Expense Less Advance)</b>				
<b>Amount Due County (Expense Less Advance)</b>				

Tansy Long 205-325-5566

Department Contact

Phone No.

## APPROVE ESTIMATED TRAVEL

Aaron Self

5/18/21

Employee

Date

Mark Knight

5/19/21

Department Head

Date

County Manager (If Required)

Date

Gene Ray

5/24/2021

BMO Reviewer

Date

## APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Department Head

Date

County Manager (If Required)

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: Mitchell Best		Position: Real Property Appraiser		Date Submitted: 5/19/2020	
Org(8) 21401301		GL Object (6) 542050			
Description of Proposed Activity: (List Organization) AL Real Appraisal Manual					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) Online _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Opelika, AL			Inclusive Dates of Travel: (From/To) 05/21/21-06/25/21		
Departure Date 6/21/2021			Return Date 6/25/2021		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging	466.89		
		Registration	300.00		
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
		Other			
		Per Diem 1st & Last Day + Daily Rate 41.25+55+55+55+55+41.25	302.50		
Total			1,069.39	0.00	
Cash Advance Requested			769.39		
BMO Amount Due Employee (Expense Less Advance)					
MAY 20 2021 Amount Due County (Expense Less Advance)					

Tansy Long 205-325-5566

Department Contact

Phone No.

## APPROVE ESTIMATED TRAVEL

Employee

Date

Department Head

Date

County Manager (If Required)

Date

BMO Reviewer

Date

## APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Department Head

Date

County Manager (If Required)

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: <b>PATRICE SKINNER</b>		Position: <b>AUDITOR</b>	Date Submitted: <b>4/9/2021</b>
Org(8) <b>10001100</b>	GL Object (6) <b>542050</b>		
Description of Proposed Activity: (List Organization) <b>CGEI 2021: CROAA - SAFETY FOR THE COUNTY REVENUE OFFICER</b>			
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	
Destination: (City and State) <b>PRATTVILLE, ALABAMA 36066</b>		Inclusive Dates of Travel: (From/To) <b>JUNE 9, 2021 - JUNE 10, 2021</b>	
Departure Date <b>6/9/2021</b>		Return Date <b>JUNE10, 2021 5PM</b>	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
Batch# 5542 Doc# 377634	139320	Lodging MARRIOTT LENGENDS AT CAPITAL HILL	161.39	✓
Batch# 5541 Doc# 377633	132963	Registration ACCA PO. BOX 5040 MONTGOMERY AL 36103	185.00	✓
Batch# 5542 Doc# 377634	139320	Transportation: (Plane, Train, Bus, Car) 182 x .56	101.92	✓
		Taxi/Parking		
		Other - Car Rental		
Batch# 5542 Doc# 377634	139320	Per Diem 1st day @41.25; 2nd day @ 41.25	82.50	
<b>Total</b>			<b>530.81</b>	0.00
Cash Advance Requested			<b>345.81</b>	

BMO

Amount Due Employee (Expense Less Advance)

Amount Due County (Expense Less Advance)

MAY 14 2021

T. HORTON (205) 325-5177 EXT 5108

Department Contact

Phone No.

APPROVE ESTIMATED TRAVEL

Employee

Date

APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Department Head/Supervisor

Date

Department Head/Supervisor

Date

County Manager (If Required)

Date

County Manager (If Required)

Date

BMO Reviewer

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: Matisha Dunklin		Position: Auditor		Date Submitted: 5/10/21	
Fund(10) 1000000000	Bus Area(4) 1100	GL Object(6) 542050	Cost Center(10) 1100000000	Fund Center(10)	
Project(16)	Grant(20)	Functional Area(4)	Internal Ord (12)	WBS(16)	
Description of Proposed Activity: (List Organization) To attend Association of County Commssion of Aabama Course- CGEI 2021:CROAA Safety for the County Revenue Officer June 9-10					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify _____)		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify _____)		Number of Traveling: <input type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Prattville, AL		Inclusive Dates of Travel: (From/To) 6/9/2021-6/10/2021			
		Return Date/Time to County 6/9/2021 10-Jui			
Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Atta Required Receipts & Detai Narrative)	
Batch#5564 Doc# 377760	132963	Registration (Mail) Association of County Commission of Alabama, with address of P.O. Box 5040 Montgomery, AL	185.00	✓	
Batch# 5565 Doc# 377765	141170	Transportation: (Plane,Train,Bus,Car) .56 x 169	94.64	✓	
N/A	141170	Lodging 1 night @ 161.39	161.39	✓	
N/A		Other - Car Rental			
N/A	141170	Per Diem 1st & Last Day + daily rate \$41.25 x 2	82.50	✓	
Total			523.53	✓	
BMO Cash Advance Requested			338.53		
Amount Due Employee (Expense Less Advance)			338.53		
Amount Due County (Expense Less Advance)					

Tracee Horton 325-5177

Department Contact Phone No.

Treasurer's Use Only:

Cash Advance Amount

By:

APPROVE ESTIMATED TRAVEL

5/10/2021

Employee

Date

Department Head/Supervisor

Date

Commissioner (If Required)

Date

BMO Reviewer

Date

APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Department Head/Supervisor

Date

Commissioner (If Required)

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: Carley Sims 141374		Position: Accounting Assistant II	Date Submitted: 5/6/2021
Org(8) 10001100	GL Object (6) 542050		

## Description of Proposed Activity: (List Organization)

County Government Education Institute's CROAA - Safety for the County Revenue Officer

Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____	Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____
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Destination: (City and State) Prattville, Alabama	Inclusive Dates of Travel: (From/To) June 9 - 10, 2021
Departure Date June 9, 2021 8:00 AM	Return Date June 10, 2021 5:00 PM

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
Batch # 5630 Doc # 378147	141374	Lodging Marriott Legends @ Capital Hill	225.12	.
Batch # 5644 Doc # 377645	132963	Registration* Association of County Commissions of Alabama P. O. Box 5040 Montgomery, AL 36103	\$ 185.00	.
	141374	Transportation: (Plane, Train, Bus, Car) 190.80 474.6 miles round trip * .56	\$ 106.85 <del>97.78</del>	.
		Taxi/Parking		
		Other - Car Rental		
	141374	Per Diem 1st & Last Day + Daily Rate 41.25 x 2	82.50	
Total			\$ 599.47 <del>590.40</del>	0.00
Cash Advance Requested			\$ 414.47	

BMO  
BMO


Amount Due Employee (Expense Less Advance)

MAY 20 2021  
MAY 20 2021

Amount Due County (Expense Less Advance)

Tracee Horton 205-325-5177 Ext 5108  
 Department Contact Phone No.

Carley Sims 5/6/2021  
 Employee Date  
  
 Department Head Date

County Manager (If Required) Date  
  
 BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date  
 Department Head Date  
 County Manager (If Required) Date  
 BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: Rontrice Ousley 137071		Position: Auditor		Date Submitted: 5/14/2021	
Fund(10) 1000000000	Bus Area(4) 1100	GL Object(6) 542050	Cost Center(10) 1100000000	Fund Center(10)	
Project(16 )	Grant(20)	Functional Area(4)	Internal Ord (12)	WBS(16)	

## Description of Proposed Activity: (List Organization)

To attend Association of County Commssion of Aabama Course- Enforcement of Licenses &amp; Taxes

## Type of Activity:

- ☒ Training  
☐ Professional Association  
☐ Seminar  
☐ Other (Specify \_\_\_\_\_)

## Mode of Travel:

- ☒ Private Auto  
☐ County Auto  
☐ Air  
☐ Other (Specify \_\_\_\_\_)

## Number of Traveling:

- ☐ Individual  
☐ Multiple \_\_\_\_\_

## Destination: (City and State)

Prattville, AL

## Inclusive Dates of Travel: (From/To)

6/9/2021-6/10/2021

## Return Date/Time to County

6/9/2021

10-Jun-

Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
Batch # 5749 Doc # 378994	132963	Registration (Mail) Association of County Commission of Alabama, with address of P.O. Box 5040 Montgomery, AL	185.00	
Batch # 5750 Doc # 378995	137071	Transportation: (Plane, Train, Bus, Car) .56 x 169	94.75 <del>94.64</del>	
N/A	137071	Lodging 1 night @ 219.26	219.26	
N/A		Other - Car Rental		
N/A	137071	Per Diem 1st & Last Day + daily rate \$41.25 x 2	82.50	
BMO Total			581.51 <del>581.40</del>	
Cash Advance Requested			396.51 <del>396.40</del>	
Amount Due Employee (Expense Less Advance)				396.
Amount Due County (Expense Less Advance)				

Tracee Horton 325-5177

Department Contact

Phone No.

Treasurer's Use Only:

Cash Advance Amount

By:

## APPROVE ESTIMATED TRAVEL

Rontrice Ousley 5/14/2021  
 Employee Date  
 [Signature] 5/24/2021  
 Department Head/Supervisor Date

Commissioner (If Required) Date  
 [Signature] 5/24/2021  
 BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date

Department Head/Supervisor Date

Commissioner (If Required) Date

BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

5684

Employee Name: JT Smallwood		Position: Tax Collector		Date Submitted: 5/14/2021	
Org (8) 10001510	Bus Area(4)	GL Object(6) 542050			
Description of Proposed Activity: (List Organization) Association of Alabama tax Administrators 2021 Summer Conference10					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) <u>ONLINE</u>		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple <u>1</u>	
Destination: (City and State) Orange Beach, Al		Inclusive Dates of Travel: (From/To) 6/13/2021- 6/17/2021			
Departure Date/Time 13-Jun-21		Return Date/Time to County 17-Jun-21			
Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging			
	128725	Registration Association of Al Tax Admin Conference	500.00	•	
		Transportation: (Plane, Train, Bus, Car) 556 miles @ .56	311.44	311.36	
N/A		Taxi			
N/A		Other			
N/A		Per Diem 2 Days @ \$41.25 3 Days @ \$55.00	274.50	247.50	
Total			1085.86	1,085.94	
Cash Advance Requested			585.86	585.94	
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

LaHarriet Miller  
714-7970  
Department Contact Phone No.

Treasurer's Use Only:

Cash Advance Amount

By: LaHarriet Miller x 1624

## APPROVE ESTIMATED TRAVEL

Employee Date  
5-18-21  
Department Head/Supervisor Date  
5-18-21

Commissioner (If Required) Date  
5/24/2021  
BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date  
Department Head/Supervisor Date  
Commissioner (If Required) Date  
BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

<b>Employee Name:</b> Wesley Scott Moore	<b>Position:</b> Manager of Tax Collections	<b>Date Submitted:</b> 5/7/2021
---	--	------------------------------------

<b>Org(8)</b> 10001510	<b>GL Object (6)</b> 542050
---------------------------	--------------------------------

<b>Description of Proposed Activity: (List Organization)</b> Association of Alabama Tax Administrators 2021 Summer Conference
--

<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input checked="" type="checkbox"/> Other (Specify) <u>Conference</u>	<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____
--	--	--

<b>Destination: (City and State)</b> Orange Beach, AL	<b>Inclusive Dates of Travel: (From/To)</b> 6/13/2021 - 6/17/2021
--	--

<b>Departure Date</b> 6/13/21	<b>Return Date</b> 6/17/21
----------------------------------	-------------------------------

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
	101854	Lodging	2,330.19	/
	128725	Registration Association of AL Tax Admin PO Box 98, Columbiana, AL 35051	500.00	/
	101854	Transportation: (Plane, Train, Bus, Car) 556 miles @ .56	311.36	/
		Taxi/Parking		
		Other - Car Rental		
	101854	Per Diem 1st & Last Day + Daily Rate 2 Days @ 41.25 3 Days @ 55.00	274.50 247.50	/
<b>Total</b>			3,486.05	0.00
<b>Cash Advance Requested</b>			2,889.05	
<b>Amount Due Employee (Expense Less Advance)</b>				
<b>Amount Due County (Expense Less Advance)</b>				

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

Krystal Pitts 325-5500 x1635

Department Contact Phone No.

## APPROVE ESTIMATED TRAVEL

*WBA/STW* 5/7/21  
Employee Date

*Em/STW* 5/7/21  
Department Head/Supervisor Date

County Manager (If Required) Date  
*Myler* 5/18/21

BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date

Department Head/Supervisor Date

County Manager (If Required) Date

BMO Reviewer Date

# CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

<b>Employee Name:</b> ERIC BURKS		<b>Position:</b> CHIEF DEPUTY TAX COLLECTOR	<b>Date Submitted:</b> 5/7/2021
<b>Org(8)</b> 10001510	<b>GL Object (6)</b> 542050		
<b>Description of Proposed Activity: (List Organization)</b>			
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	
		<b>Number of Traveling:</b> <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Multiple <u>2</u>	
<b>Destination: (City and State)</b> ORANGE BEACH AL		<b>Inclusive Dates of Travel: (From/To)</b> 6/13/2021- 06/17/2021	
<b>Departure Date</b> JUNE 13 2021		<b>Return Date</b> JUNE 17 2021	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
	101854	Lodging	1,960.00	✓
	132702	Registration	500.00	✓
		Transportation: (Plane, Train, Bus, Car)		
		556.16 *	311.36	✓
		Taxi/Parking		
		Other - Car Rental		
	101854	Per Diem 1st & Last Day + Daily Rate 41.25 + 55.00(3) <u>45.75</u>	274.50 <del>247.50</del>	
<b>Total</b>			<u>3045.86</u> <del>3,018.86</del>	0.00
<b>Cash Advance Requested</b>			<del>2,518.86</del>	
<b>BMO Amount Due Employee (Expense Less Advance)</b>				
<b>MAY 18 2021 Amount Due County (Expense Less Advance)</b>				

KRYSTAL PITTS  
 Department Contact

205-317-8796  
 Phone No.

**APPROVE ESTIMATED TRAVEL**

*[Signature]* 5/7/21  
 Employee Date

*[Signature]* 5/7/21  
 Department Head/Supervisor Date

**APPROVE ACTUAL TRAVEL COSTS**

\_\_\_\_\_  
 Employee Date

\_\_\_\_\_  
 Department Head/Supervisor Date

\_\_\_\_\_  
 County Manager (If Required) Date

\_\_\_\_\_  
 BMO Reviewer Date

\_\_\_\_\_  
 County Manager (If Required) Date

\_\_\_\_\_  
 BMO Reviewer Date

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: <i>JimmyRAY KENNEDY</i>		Position: <i>Building Inspector</i>		Date Submitted: <i>5/8/2021</i>																																																								
Org(8) <i>10004800</i>		GL Object (6) <i>542050</i>																																																										
Description of Proposed Activity: (List Organization) <i>2021 COAA ANNUAL EDUCATIONAL CONFERENCE</i>																																																												
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify: _____)		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify: _____)		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____																																																								
Destination: (City and State) <i>Gulf Shores, AL</i>			Inclusive Dates of Travel: (From/To) <i>Sun, August 15, 2021 - Fri, Aug 20, 2021</i>																																																									
Departure Date <i>Sun, Aug. 15, 2021</i>			Return Date <i>Friday, Aug. 20, 2021</i>																																																									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:15%;">Munis Batch Number</th> <th style="width:15%;">Vendor Number(s)</th> <th style="width:25%;">Expense Categories</th> <th style="width:20%;">Estimated Cost of Proposed Trip</th> <th style="width:25%;">Actual Cost Incurred (Attach Required Receipts &amp; Detailed Narrative)</th> </tr> </thead> <tbody> <tr> <td><i>5617</i></td> <td><i>135936</i></td> <td><b>Lodging</b></td> <td><i>\$ 841.85 N/A</i></td> <td><i>✓</i></td> </tr> <tr> <td><i>5617</i></td> <td><i>136524</i></td> <td><b>Registration</b></td> <td><i>\$ 225.00 N/A</i></td> <td><i>✓</i></td> </tr> <tr> <td></td> <td></td> <td><b>Transportation: (Plane, Train, Bus,</b></td> <td><i>N/A</i></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>Taxi/Parking</b></td> <td><i>N/A</i></td> <td></td> </tr> <tr> <td></td> <td></td> <td><b>Other - Car Rental</b></td> <td><i>N/A</i></td> <td></td> </tr> <tr> <td><i>5617</i></td> <td><i>135936</i></td> <td><b>Per Diem</b> 1st &amp; Last Day + Daily Rate</td> <td><i>\$ 360.00 N/A</i></td> <td><i>335.50</i></td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>Total</b></td> <td><i>\$ 1427.85</i></td> <td><i>1402.35</i></td> </tr> <tr> <td colspan="2"><b>BMO</b></td> <td>Cash Advance Requested</td> <td></td> <td></td> </tr> <tr> <td colspan="3">Amount Due Employee (Expense Less Advance)</td> <td><i>\$ 1267.85</i></td> <td></td> </tr> <tr> <td colspan="3">Amount Due County (Expense Less Advance)</td> <td></td> <td></td> </tr> </tbody> </table>						Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	<i>5617</i>	<i>135936</i>	<b>Lodging</b>	<i>\$ 841.85 N/A</i>	<i>✓</i>	<i>5617</i>	<i>136524</i>	<b>Registration</b>	<i>\$ 225.00 N/A</i>	<i>✓</i>			<b>Transportation: (Plane, Train, Bus,</b>	<i>N/A</i>				<b>Taxi/Parking</b>	<i>N/A</i>				<b>Other - Car Rental</b>	<i>N/A</i>		<i>5617</i>	<i>135936</i>	<b>Per Diem</b> 1st & Last Day + Daily Rate	<i>\$ 360.00 N/A</i>	<i>335.50</i>	<b>Total</b>			<i>\$ 1427.85</i>	<i>1402.35</i>	<b>BMO</b>		Cash Advance Requested			Amount Due Employee (Expense Less Advance)			<i>\$ 1267.85</i>		Amount Due County (Expense Less Advance)				
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)																																																								
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		<b>Transportation: (Plane, Train, Bus,</b>	<i>N/A</i>																																																									
		<b>Taxi/Parking</b>	<i>N/A</i>																																																									
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Amount Due Employee (Expense Less Advance)			<i>\$ 1267.85</i>																																																									
Amount Due County (Expense Less Advance)																																																												

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

*Jennifer Watson 205-325-5321*  
 Department Contact Phone No.  
 EXT. 3966

**APPROVE ESTIMATED TRAVEL**  
*[Signature]* *05/05/2021*  
 Employee Date  
*[Signature]* *11 May 21*  
 Department Head Date

**APPROVE ACTUAL TRAVEL COST**  
 X  
 Employee Date  
 Department Head Date

County Manager (If Required) Date

County Manager (If Required) Date

BMO Reviewer

Date

BMO Reviewer

Date

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: TAMEKIA LEE Position: STORMWATER PROGRAM MANAGER Date Submitted: Friday, May 7, 2021

Org(8) 10004800 GL Object (6) 542050

## Description of Proposed Activity: (List Organization)

Certified Professional in Municipal Stormwater Management

## Type of Activity:

- ☐ Training  
☐ Professional Association  
☐ Seminar  
☒ Other (Specify Certification)

## Mode of Travel:

- ☐ Private Auto  
☐ County Auto  
☐ Air  
☐ Other (Specify)

## Number of Traveling:

- ☒ Individual  
☐ Multiple

## Destination: (City and State)

online

## Inclusive Dates of Travel: (From/To)

N/A

## Departure Date

N/A

## Return Date

N/A

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
5526	141358	Registration	325.00	✓
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate		
Total			328 <sup>00</sup>	
Cash Advance Requested				
Amount Due Employee (Expense Less Advance)				
Amount Due County (Expense Less Advance)				

BMO

Annifer Watson 205-325-5658 ext 8966  
 Department Contact Phone No.

## APPROVE ESTIMATED TRAVEL

Employee

Date

Department Head

Date

County Manager (If Required) Date

BMO Reviewer

Date

## APPROVE ACTUAL TRAVEL COST

X

Employee

Date

Department Head

Date

County Manager (If Required) Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel & Staff Development)

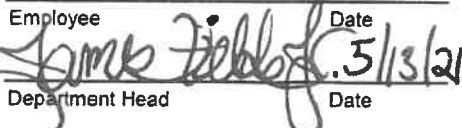



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

<b>Employee Name:</b> Sharon Youngblood		<b>Position:</b> Principal Accountant		<b>Date Submitted:</b> 5/13/2021	
<b>Org(8)</b> 10006313		<b>GL Object (6)</b> 542050			
<b>Description of Proposed Activity: (List Organization)</b> 2021 GFOAA Summer Conference & Training Program-Virtual Sessions					
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input checked="" type="checkbox"/> Other (Specify) Virtual Training		<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Virtual			<b>Inclusive Dates of Travel: (From/To)</b> 08/11/2021-08/13/2021		
<b>Departure Date</b> N/A --Virtual Training			<b>Return Date</b> N/A --Virtual Training		
<b>Munis Batch Number</b>	<b>Vendor Number(s)</b>	<b>Expense Categories</b>	<b>Estimated Cost of Proposed Trip</b>	<b>Actual Cost Incurred (Attach Required Receipts &amp; Detailed Narrative)</b>	
		Lodging			
5644	100244	Registration \$200/person x 1 person= \$200	200.00	/	
		Transportation: (Plane,Train,Bus,Car)			
		Taxi/Parking			
		Other - membership			
		Per Diem 1st & Last Day + Daily Rate			
<b>Total</b>			200.00		
<b>Cash Advance Requested</b>			\$200.00		
<b>Amount Due Employee (Expense Less Advance)</b>					
<b>Amount Due County (Expense Less Advance)</b>					

## APPROVE ESTIMATED TRAVEL

Conessa S Morris 205-264-8118  
 Department Contact Phone No.

Sharon Youngblood 05/13/2021  
 Employee Date  
  
 Department Head Date

County Manager (If Required) Date  
  
 BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date

Department Head Date

County Manager (If Required) Date

BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

<b>Employee Name:</b> Angela Dixon		<b>Position:</b> Chief Financial Officer		<b>Date Submitted:</b> 5/17/2021	
<b>Org (8)</b> 10006801	<b>Bus Area(4)</b> 6801	<b>GL Object(6)</b> 542050			
<b>Description of Proposed Activity: (List Organization)</b> Alabama City County Management Association Summer Conference 2021					
<b>Type of Activity:</b> <input type="checkbox"/> Training <input checked="" type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____ 1	
<b>Destination: (City and State)</b> Auburn, AL <i>Gulf Shores</i>			<b>Inclusive Dates of Travel: (From/To)</b> June 2 -4, 2021		
<b>Departure Date/Time</b> 2-Jun-21			<b>Return Date/Time to County</b> 4-Jun-21		

Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		<b>Lodging</b> The Lodge at Gulf State Park, a Hilton Hotel	\$675.74	✓
5677		<b>Registration</b> ACCMA Conference 2021	\$195.00	✓
		<b>Transportation: (Plane, Train, Bus, Car)</b> 568 Miles Round Trip x \$0.56 cents per mile = \$318.08	\$318.08	✓
N/A		<b>Taxi</b>		
N/A		<b>Other</b>		
N/A		<b>Per Diem</b> 41.25 x 2 = 82.50 <i>45.75 + 61</i>	<del>82.50</del> <i>152.50</i>	
<b>Total</b>			<del>1,271.32</del> <i>1341.32</i>	
<b>Cash Advance Requested</b>			\$1,076.32	
<b>Amount Due Employee (Expense Less Advance)</b>				
<b>Amount Due County (Expense Less Advance)</b>				

Ryan Jones / 205-325-1455 x 1723

Department Contact

Phone No.

APPROVE ESTIMATED TRAVEL

Employee

Date

APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Treasurer's Use Only:

Department Head/Supervisor

Date

Department Head/Supervisor

Date

Cash Advance Amount

Commissioner (If Required)

Date

Commissioner (If Required)

Date

By:

BMO Reviewer

Date

BMO Reviewer

Packet Pg. 416

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)



# CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

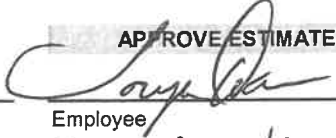
4.B.1.a

<b>Employee Name:</b> Tonya Dawson (Vendor # 103644)		<b>Position:</b> HR Division Manager	<b>Date Submitted:</b> 5/6/2021
<b>Org(8)</b> 10006000	<b>GL Object (6)</b> 542050		
<b>Description of Proposed Activity: (List Organization)</b> Louisiana State University Shreveport - Organization Behavior MADM 701			
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input checked="" type="checkbox"/> Other (Specify) <u>ONLINE</u>	
<b>Destination: (City and State)</b> ONLINE		<b>Inclusive Dates of Travel: (From/To)</b> ONLINE	
<b>Departure Date</b>		<b>Return Date</b>	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
5689	103644	Registration (July 5 - Aug 23, 2021) Paid by employee 4-30-2021	1,247.39	
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate		
<b>Total</b>			1,247.39	
Cash Advance Requested				
<b>BMO Amount Due Employee (Expense Less Advance)</b>			1247.39	
<b>MAY 20 2021 Amount Due County (Expense Less Advance)</b>				

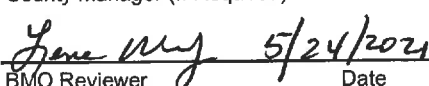
Darrick Williams 205-325-5249 x 1046  
 Department Contact Phone No.

**APPROVE ESTIMATED TRAVEL**

 5/17/2021  
 Employee Date  
 Carolyn Brown / DV 5-17-21  
 Department Head/Supervisor Date

**APPROVE ACTUAL TRAVEL COSTS**

\_\_\_\_\_ Date  
 Employee Date  
 \_\_\_\_\_ Date  
 Department Head/Supervisor Date

\_\_\_\_\_ Date  
 County Manager (If Required) Date  
 5/24/2021  
 BMO Reviewer Date

\_\_\_\_\_ Date  
 County Manager (If Required) Date  
 \_\_\_\_\_ Date  
 BMO Reviewer Date

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: Matt Luetjen		Position: Business Partner Manager - OD		Date Submitted: 3/23/2021	
Fund(10) 10006000	Bus Area(4)	GL Object(6) 542050	Cost Center(10)	Fund Center(10)	
Project(16)	Grant(20)	Functional Area(4)	Internal Ord (12)	WBS(16)	
Description of Proposed Activity: (List Organization) Society of Industrial and Organizational Psychology Annual Conference (Virtual)					
Type of Activity: <input type="checkbox"/> Training <input checked="" type="checkbox"/> Professional Association <input checked="" type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input checked="" type="checkbox"/> Other (Specify) Virtual		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Virtual			Inclusive Dates of Travel: (From/To) Attending sessions virtually on March 30, 2021 and April 14-17, 2021		
Departure Date/Time NA			Return Date/Time to County NA		
Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging Virtual	NA		
	5113	Registration 295 + 189	\$ 494.00	494.00	
		Transportation: (Plane, Train, Bus, Car) Virtual	NA		
N/A		Taxi/Parking Virtual	NA		
N/A		Other - Car Rental Virtual	NA		
N/A		Per Diem Virtual	NA		
Total			\$ 494.00	494.00	
Cash Advance Requested			\$ 494.00		
Amount Due Employee (Expense Less Advance)			494.00	494.00	
Amount Due County (Expense Less Advance)					

BMO

Rose Johnson  
 Department Contact  
 Phone No. 345-55349

Treasurer's Use Only:

Cash Advance Amount

By:

APPROVE ESTIMATED TRAVEL

Matt Luetjen  
 Employee  
 Date 3/23/21  
 Department Head/Supervisor  
 Date 5/14/21

APPROVE ACTUAL TRAVEL COSTS

Employee  
 Date  
 Department Head/Supervisor  
 Date

Commissioner (If Required)  
 Date 5-17-21  
 BMO Reviewer  
 Date

Commissioner (If Required)  
 Date  
 BMO Reviewer  
 Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: Alan Sconiers		Position: Equity and Inclusion Business Partner		Date Submitted: 5/17/2021	
Org(8) 10001008		GL Object (6) 542050			
Description of Proposed Activity: (List Organization) Courses from Executive Certificate in Strategic Leadership Liberty University					
Type of Activity: <input type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input checked="" type="checkbox"/> Other (Specify) <u>leadership courses</u>		Mode of Travel: <input type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) <u>virtual</u>		Number of Traveling: <input type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) NA			Inclusive Dates of Travel: (From/To) NA		
Departure Date NA			Return Date NA		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging			
		Registration Liberty University	2,933.46		
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
		Other - membership			
		Per Diem 1st & Last Day + Daily Rate			
<b>Total</b>			2,933.46	0.00	
Cash Advance Requested			0	0	
Amount Due Employee (Expense Less Advance)			2933.46	2933.46	
Amount Due County (Expense Less Advance)					

BMO

MAY 24 2021

## APPROVE ESTIMATED TRAVEL

Alan Sconiers 4/22/2021

Employee Date

Department Head Date

County Manager (If Required) Date

BMO Reviewer Date

## APPROVE ACTUAL TRAVEL COSTS

Alan Sconiers 5/17/2021

Employee Date

Department Head Date

County Manager (If Required) Date

BMO Reviewer Date

Department Contact Phone No.

Cricket Snyder 205-583-8330

Employee Date 05/19/2021

Department Head Date

County Manager (If Required) Date

BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

# CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

<b>Employee Name:</b> Phillip Foster		<b>Position:</b> Graphic Designer	<b>Date Submitted:</b> 5/10/2021
<b>Org(8)</b> 1000-2900	<b>GL Object (6)</b> 542050		
<b>Description of Proposed Activity: (List Organization)</b> Drone Training			
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	
<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____			
<b>Destination: (City and State)</b> Mobile, AL		<b>Inclusive Dates of Travel: (From/To)</b> May 6-7, 2021	
<b>Departure Date</b> May-6-2021		<b>Return Date</b> 7-May-21	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging Holiday Inn Express		✓ 105.88
		Registration		✓ 285.00
		Transportation: (Plane,Train,Bus,Car) 342 miles x 2= 684 milesx.56		✓ 383.04
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate \$45.75 + \$45.75		91.50
<b>Total</b>				✓ 865.42
		Cash Advance Requested		0
<b>Amount Due Employee (Expense Less Advance)</b>				
<b>Amount Due County (Expense Less Advance)</b>				865.42

**BMO**

**MAY 12 2021**

Helen Hays      731-2891  
 Department Contact      Phone No.

**APPROVE ESTIMATED TRAVEL**

Employee	Date
Department Head/Supervisor	Date
County Manager (If Required)	Date
BMO Reviewer	Date

**APPROVE ACTUAL TRAVEL COSTS**

<i>Phillip Foster</i>	Date
<i>Helen Hays</i>	5/10/2021
<i>Tony Kelle</i>	5-12-21
<i>Mike</i>	5/17/21

Attachment: Travel Backup 06102021 (7367 : Travel & Staff Development)



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION


<b>Employee Name:</b> PATRICE SKINNER		<b>Position:</b> Auditor - Revenue		<b>Date Submitted:</b> 5/7/2021	
<b>Org(8)</b> 10001100		<b>GL Object (6)</b> 542050			
<b>Description of Proposed Activity: (List Organization)</b> CRE Special Topic 1 & 2: Using Tax Master for Sales and Use Tax Auditing & Using Excel for Sales and Use Tax Auditing					
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
<b>Destination: (City and State)</b> Birmingham, Alabama			<b>Inclusive Dates of Travel: (From/To)</b> May 7, 2021		
<b>Departure Date</b> May 7, 2021 8:00 AM			<b>Return Date</b> May 7, 2021 5:00 PM		

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
Batch# 5569 Doc# 377790	100076	Registration* Auburn University - GEDI 213 Extension Hall Auburn, AL 36849	\$ 95 <del>100.00</del>	
Batch# 5570 Doc# 377794	139320	Transportation: (Plane, Train, Bus, Car) 28 miles * .56	\$ 0 <del>15.51</del>	
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate		
<b>Total</b>			\$ 95 <del>205.51</del>	0.00
<b>Cash Advance Requested</b>			\$ 45.51	
<b>Amount Due Employee (Expense Less Advance)</b>				
<b>Amount Due County (Expense Less Advance)</b>				

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

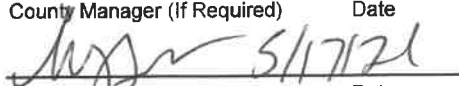
Tracee Horton (205) 325-5177 ext 5108  
 Department Contact Phone No.

## APPROVE ESTIMATED TRAVEL

PATRICE SKINNER 5/7/2021  
 Employee Date  
  
 Department Head Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date  
 Department Head Date  
 County Manager (If Required) Date  
 BMO Reviewer Date

County Manager (If Required) Date  
  
 BMO Reviewer Date

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: CHARLES P BELL JR (101803)		Position: SENIOR AUDITOR		Date Submitted: 5/11/2021	
Org(8) 10001100		GL Object (6) 54050			
Description of Proposed Activity: (List Organization) CRE CONTINUING EDUCATION-SPECISL ISSUES FOR SALES AND USE TAX					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) HOMEWOOD, AL:			Inclusive Dates of Travel: (From/To) 7/9/2021		
Departure Date 7/9/2021-8:00AM			Return Date 7/9/2021-5:00PM		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
	101803	Lodging	0.00		
Batch # 5515 Doc # 377805	100076	Registration **MAIL CHECK TO ADDRESS BELOW**	200.00		
	101803	Transportation: (Plane, Train, Bus, Car)	0.00		
		Taxi/Parking			
		Other - Car Rental			
		Per Diem 1st & Last Day + Daily Rate	0.00		
Total			200.00	0.00	
Cash Advance Requested			0.00		
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

Tracee Horton-205-325-5177

Department Contact

Phone No.

APPROVE ESTIMATED TRAVEL

APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Employee

Date

Department Head/Supervisor

Date

Department Head/Supervisor

Date

County Manager (If Required)

Date

County Manager (If Required)

Date

\*\*AUBURN UNIVERSITY

GOVERNMENT &amp; ECONOMIC DEVELOPMENT INSTITUTE

213 EXTENSION HALL

AUBURN, AL 36849-5225

BMO Reviewer

Date

BMO Reviewer

Date



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: CHARLES P BELL JR (101803)		Position: SENIOR AUDITOR		Date Submitted: 5/11/2021	
Org(8) 10001100	GL Object (6) 54050				
Description of Proposed Activity: (List Organization) CRE CONTINUING EDUCATION-MANDATORY UPDATE					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) HOMEWOOD, AL			Inclusive Dates of Travel: (From/To) 6/18/2021		
Departure Date 6/18/2021-8:00AM			Return Date 6/18/2021-5:00PM		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
	101803	Lodging	0.00		
Back # 5574 Doc # 379804	100076	Registration **MAIL CHECK TO ADDRESS BELOW**	200.00		
	101803	Transportation: (Plane, Train, Bus, Car)	0.00		
		Taxi/Parking			
		Other - Car Rental			
		Per Diem 1st & Last Day + Daily Rate	0.00		
Total			200.00	0.00	
Cash Advance Requested			0.00		
BMO Amount Due Employee (Expense Less Advance)					
MAY 14 2021 Amount Due County (Expense Less Advance)					

Tracee Horton-205-325-5177

APPROVE ESTIMATED TRAVEL

APPROVE ACTUAL TRAVEL COSTS

Department Contact

Phone No.

Employee

Date

Employee

Date

Department Head/Supervisor

Date

Department Head/Supervisor

Date

County Manager (If Required)

Date

County Manager (If Required)

Date

BMO Reviewer

Date

BMO Reviewer

Date

\*\*AUBURN UNIVERSITY

GOVERNMENT &amp; ECONOMIC DEVELOPMENT INSTITUTE

213 EXTENSION HALL

AUBURN, AL 36849-5225

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: <b>Scott Smith</b>		Position: <b>Senior Auditor</b>	Date Submitted: <b>5/21/2021</b>
Org(8) <b>10001100</b>	GL Object (6) <b>542050</b>		
Description of Proposed Activity: (List Organization) CRE Update Class / CRE Continuing Education Administered by the Government & Economic Development Institute Auburn University 213 Extension Hall Auburn, AI 36849			
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	
		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Birmingham, Alabama		Inclusive Dates of Travel: (From/To) 8/13/2021	
Departure Date 8/13/21 @ 8:00 AM		Return Date 8/13/21 @ 5:00 PM	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
BATCH 5714 DOI 378714	100076	Registration - Mail check to : GEDI 213 Extension Hall Auburn AI 36849	200.00	
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
		Other - Car Rental		
		Per Diem		
<b>Total</b>			<b>200.00</b>	
<b>BMO</b>		Cash Advance Requested		
Amount Due <b>Employee</b> (Expense Less Advance)				
Amount Due <b>County</b> (Expense Less Advance)				

Tracee Horton (205) 325-5177 ext 5108  
 Tanji Hurst (205) 731- 2953

## APPROVE ESTIMATED TRAVEL

*Scott Smith* 5/18/21  
 Employee Date  
*Scott Smith* 18 May 21  
 Department Head/Supervisor Date

## APPROVE ACTUAL TRAVEL COSTS

Employee Date  
 Department Head/Supervisor Date  
 County Manager (If Required) Date  
 BMO Reviewer Date

County Manager (If Required) Date  
*Gene W. J.* 5/24/2021  
 BMO Reviewer Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

<b>Employee Name:</b> Tanjawania Hurst		<b>V#</b> 103506	<b>Position:</b> Principal Auditor - Revenue	<b>Date Submitted:</b> 1/28/2021
<b>Org(8)</b> 10001100	<b>GL Object (6)</b> 542050			
<b>Description of Proposed Activity: (List Organization)</b> CRE: Special Issues for Sales and Use Tax Examination – 2nd Offering				
<b>Type of Activity:</b> <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		<b>Mode of Travel:</b> <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		<b>Number of Traveling:</b> <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____
<b>Destination: (City and State)</b> Birmingham, Alabama			<b>Inclusive Dates of Travel: (From/To)</b> July 9, 2021	
<b>Departure Date</b> July 9, 2021 8:00 AM			<b>Return Date</b> July 9, 2021 5:00 PM	

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
Batch # 5769 Doc # 379090	100076	Registration* Auburn University - GEDI 213 Extension Hall Auburn, AL 36849	\$ 200.00	
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate		
<b>Total</b>			\$ 200.00	0.00
Cash Advance Requested				
BMO Amount Due Employee (Expense Less Advance)				
MAY 24 2021 Amount Due County (Expense Less Advance)				

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

Tracee Horton Department Contact		(205) 325-5177 ext 5108 Phone No.		<b>APPROVE ESTIMATED TRAVEL</b> <i>Tanjawania Hurst</i> 1/28/2021 Employee Date <i>Tracee Horton</i> 22 April 2021 Department Head Date		<b>APPROVE ACTUAL TRAVEL COSTS</b> Employee Date Department Head Date County Manager (If Required) Date BMO Reviewer Date	



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: Shameka Bridges 137072		Position: Auditor		Date Submitted: 4/21/2021	
Fund(10) 1000000000	Bus Area(4) 1100	GL Object(6) 542050	Cost Center(10) 1100000000	Fund Center(10)	
Project(16)	Grant(20)	Functional Area(4)		Internal Ord (12)	WBS(16)

## Description of Proposed Activity: (List Organization)

To attend Association of County Commission of Alabama Course- Enforcement of Licenses &amp; Taxes

## Type of Activity:

- ☒ Training  
☐ Professional Association  
☐ Seminar  
☐ Other (Specify) \_\_\_\_\_

## Mode of Travel:

- ☒ Private Auto  
☐ County Auto  
☐ Air  
☐ Other (Specify) \_\_\_\_\_

## Number of Traveling:

- ☐ Individual  
☐ Multiple \_\_\_\_\_

## Destination: (City and State)

Prattville, AL

## Inclusive Dates of Travel: (From/To)

6/9/2021-6/10/2021

## Return Date/Time to County

6/9/2021

6/10/2021

Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
Patch # 5807 Doc # 379259	132963	Registration (Mail) Association of County Commission of Alabama, with address of P.O. Box 5040 Montgomery, AL	185.00	
		Transportation: (Plane, Train, Bus, Car)		
N/A		Lodging		
N/A		Other - Car Rental		
Patch # 5807 Doc # 379259 N/A	137072	Per Diem 1st & Last Day + daily rate \$41.25 x 2	82.50	
Total			267.50	
Cash Advance Requested			82.50	
Amount Due Employee (Expense Less Advance)				
Amount Due County (Expense Less Advance)				

Tracee Horton 325-5177

## APPROVE ESTIMATED TRAVEL

4/21/2021

Department Contact Phone No.

Employee

Date

Treasurer's Use Only:

Department Head/Supervisor

Date

Cash Advance Amount

Commissioner (If Required)

Date

By:

BMO Reviewer

Date

## APPROVE ACTUAL TRAVEL COSTS

Employee

Date

Department Head/Supervisor

Date

Commissioner (If Required)

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

# CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: Charles R. Winston, Jr.		Position: Assistant Tax Assessor		Date Submitted: 4/22/2021	
Fund(10) 1000000000	Bus Area(4) 1410	GL Object(6) 513510	Cost Center(10) 1410000000	Fund Center(10)	
Project(16)	Grant(20)	Functional Area(4)	Internal Ord (12)	WBS(16)	

Description of Proposed Activity: (List Organization)  
AATA Summer Conference

Type of Activity:

- ☐ Training  
☒ Professional Association  
☐ Seminar  
☐ Other (Specify) \_\_\_\_\_

Mode of Travel:

- ☒ Private Auto  
☐ County Auto  
☐ Air  
☐ Other (Specify) \_\_\_\_\_

Number of Traveling:

- ☒ Individual  
☐ Multiple \_\_\_\_\_

Destination: (City and State)

Orange Beach, AL

Inclusive Dates of Travel: (From/To)

6/13/2021-6/17/2021

Departure Date/Time

June 13, 2021/10:00 a.m.

Return Date/Time to County

June 17, 2021/5:00 p.m.

Batch Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging	2,029.48	
		Registration	400.00	
		Transportation: (Plane, Train, Bus, Car)		
		Taxi/Parking		
N/A		Other - Car Rental		
N/A		574 miles @ .56	321.44	
N/A	BMO	Per Diem	274.50	
		45.75x2=91.5; 61x3=183		
MAY 20 2021			Total	3025.42
Cash Advance Requested			2625.42	
Amount Due Employee (Expense Less Advance)				
Amount Due County (Expense Less Advance)				

APPROVE ESTIMATED TRAVEL

APPROVE ACTUAL TRAVEL COSTS

Quin Hameen Department Contact	481-4125 Phone No.	<i>Charles Winston</i> Employee	4/23/21 Date	<i>[Signature]</i> Employee	<i>[Signature]</i> Date
Treasurer's Use Only:		Department Head/Supervisor	Date	Department Head/Supervisor	Date
Cash Advance Amount		Commissioner (If Required)	Date	Commissioner (If Required)	Date
By:		<i>[Signature]</i> BMO Reviewer	5/24/2021 Date	<i>[Signature]</i> BMO Reviewer	Date

Attachment: Travel Backup 06102021 (7367 : Travel & Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

Employee Name: Cheryl Hoskins		Position: Chief Personal Property Appraiser		Date Submitted: <b>E-MAILED</b> 5/18/21 5/18/2021	
Fund(10) 21461420	Bus Area(4)	GL Object(6) 542050	Cost Center(10)	Fund Center(10)	
Project(16)	Grant(20)	Functional Area(4)	Internal Ord (12)	WBS(16) <b>TAILED</b>	
Description of Proposed Activity: (List Organization) Abatements, An In-depth Look					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input checked="" type="checkbox"/> Private Auto <input type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Opelika, Alabama			Inclusive Dates of Travel: (From/To) June 15-18, 2021		
Departure Date/Time June 15, 2021/noon			Return Date/Time to County June 18, 2021/5:00		
Document Number	Vendor No. (Check address using XK03)	If a separate check is needed, fill in the below name of the vendor (otherwise, a document number for the full amount will be needed for the employee)	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging	364.08	✓	
Batch No. 5673		Registration	275.00	✓	
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
N/A		Other - Car Rental			
N/A		310 miles @ .56	173.60	✓	
N/A		Per Diem			
N/A		41.25 x 2: 55x2	192.50	✓	
Total			1005.18	✓	
Cash Advance Requested			730.18		
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

## APPROVE ESTIMATED TRAVEL

 Quin Hameen 481-4125  
 Department Contact Phone No.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Department Head/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Treasurer's Use Only:

Cash Advance Amount

Commissioner (If Required) \_\_\_\_\_ Date \_\_\_\_\_

By:

BMO Reviewer \_\_\_\_\_ Date \_\_\_\_\_

## APPROVE ACTUAL TRAVEL COSTS

Employee \_\_\_\_\_ Date \_\_\_\_\_

Department Head/Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Commissioner (If Required) \_\_\_\_\_ Date \_\_\_\_\_

BMO Reviewer \_\_\_\_\_ Date \_\_\_\_\_

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)



## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: Jason Pilkinton		Position: DEPUTY		Date Submitted:	
Org(8) 10004110		GL Object (6) 542050			
Description of Proposed Activity: (List Organization) FBI Basic Negotiator Course					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Huntsville, AL			Inclusive Dates of Travel: (From/To) July 12th-16th, 2021		
Departure Date 7/12/2021 0700hrs			Return Date 7/16/2021 1700hrs		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging	532.40	✓	
		Registration	0.00		
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
		Other - Car Rental			
		Per Diem 1st & Last Day + Daily Rate	247.50	✓	
Total			779.90		
5561	134707		779.90		
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

BMO  
MAY 14 2021

## APPROVE ESTIMATED TRAVEL

## APPROVE ACTUAL TRAVEL COSTS

Jane Parks 205-325-5925

Department Contact

Phone No.

Employee

Date

Department Head

Date

County Manager (If Required)

Date

BMO Reviewer

Date

Employee

Date

Department Head

Date

County Manager (If Required)

Date

BMO Reviewer

Date

# CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: PAM GILMER		Position: VICTIM ASSISTANCE COORDINATOR	Date Submitted:
Org(8) 10004110	GL Object (6) 542050		
Description of Proposed Activity: (List Organization) Forensic Experiential Trauma Interview			
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____	
Destination: (City and State)		Inclusive Dates of Travel: (From/To) June 1 - Sept 30, 2021	
On-line		Return Date 9/30/2021 1700hrs	
Departure Date 6/1/2021 0700hrs			

Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)
		Lodging		
		Registration	2,090.00	
		Transportation: (Plane,Train,Bus,Car)		
		Taxi/Parking		
		Other - Car Rental		
		Per Diem 1st & Last Day + Daily Rate		
Total			2,090.00	
5779	139950		2,090.00	
Amount Due Employee (Expense Less Advance)				
Amount Due County (Expense Less Advance)				

Jane Parks 205-325-5925  
Department Contact

Phone No.

APPROVE ESTIMATED TRAVEL		APPROVE ACTUAL TRAVEL COSTS	
<i>Pam Gilmer</i>	<i>25 May 2021</i>		
Employee	Date	Employee	Date
<i>Mark Pettway</i>	<i>25 May 2021</i>		
Department Head	Date	Department Head	Date
County Manager (If Required)	Date	County Manager (If Required)	Date
BMO Reviewer	Date	BMO Reviewer	Date
<i>Lene Wormley</i>	<i>5/28/2021</i>		

Attachment: Travel Backup 06102021 (7367 : Travel & Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: STEPHANIE RENEE WHITCOMB		Position: VICTIM ASSISTANCE COORDINATOR		Date Submitted:	
Org(8) 10004110	GL Object (6) 542050				
Description of Proposed Activity: (List Organization) Forensic Experiential Trauma Interview					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) On-line			Inclusive Dates of Travel: (From/To) June 1 - Sept 30, 2021		
Departure Date 6/1/2021 0700hrs			Return Date 9/30/2021 1700hrs		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging			
		Registration	2,090.00		
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
		Other - Car Rental			
		Per Diem 1st & Last Day + Daily Rate			
Total			2,090.00		
	139952		2,090.00		
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

APPROVE ESTIMATED TRAVEL

APPROVE ACTUAL TRAVEL COSTS

Jane Parks 205-325-5925

Department Contact

Phone No.

Employee

Date

Employee

Date

Department Head

Date

Department Head

Date

County Manager (If Required)

Date

County Manager (If Required)

Date

BMO Reviewer

Date

BMO Reviewer

Date

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

## CASH ADVANCE/TRAVEL REQUEST/AUTHORIZATION

4.B.1.a

Employee Name: TANDY N CAMPBELL		Position: DEPUTY		Date Submitted:	
Org(8) 10004110		GL Object (6) 542050			
Description of Proposed Activity: (List Organization) Forensic Mapping for Crash Zone					
Type of Activity: <input checked="" type="checkbox"/> Training <input type="checkbox"/> Professional Association <input type="checkbox"/> Seminar <input type="checkbox"/> Other (Specify) _____		Mode of Travel: <input type="checkbox"/> Private Auto <input checked="" type="checkbox"/> County Auto <input type="checkbox"/> Air <input type="checkbox"/> Other (Specify) _____		Number of Traveling: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Multiple _____	
Destination: (City and State) Forsyth, GA			Inclusive Dates of Travel: (From/To) Aug 29-Sept 3, 2021		
Departure Date 8/29/2021 0700hrs			Return Date 9/3/2021 1700hrs		
Munis Batch Number	Vendor Number(s)	Expense Categories	Estimated Cost of Proposed Trip	Actual Cost Incurred (Attach Required Receipts & Detailed Narrative)	
		Lodging	200.00		
		Registration	600.00		
		Transportation: (Plane, Train, Bus, Car)			
		Taxi/Parking			
		Other - Car Rental			
		Per Diem 1st & Last Day + Daily Rate	302.50		
Total			1,102.50		
5791	141391				
Amount Due Employee (Expense Less Advance)					
Amount Due County (Expense Less Advance)					

Attachment: Travel Backup 06102021 (7367 : Travel &amp; Staff Development)

Jane Parks 205-325-5925

Department Contact

Phone No.

APPROVE ESTIMATED TRAVEL

APPROVE ACTUAL TRAVEL COSTS

Sandy N. Campbell 5-25-2021

Employee

Date

Employee

Date

Mark Pettway 5-25-2021

Department Head

Date

Department Head

Date

County Manager (If Required)

Date

County Manager (If Required)

Date

Lene Wormley 5/28/2021

BMO Reviewer

Date

BMO Reviewer

Date

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Budget Transfers be hereby approved and adopted as follows:

5/20/2021

### **A - Position Changes and / or Revenue Changes**

- |     |   |              |
|-----|---|--------------|
| (1) | Development Services  | \$312,500.00 |
|     | Increase revenues and expenses to record the budget of an approved Federal Aid agreement/project on 4/8/2021.                                 |              |
|     | The agreement/project is to prepare a countywide comprehensive plan to be reimbursed 80/20 by State of Alabama (250,000 State/62,500 County). |              |
|     | <b>No Additional Funds Required</b>   |              |
|     |   |              |
| (2) | District Attorney Birmingham  | \$18,536.00  |
|     | Add funds to cover the cost of a Confidential Assistant effective June 1, 2021, created by the Commission on 4/22/2021.                       |              |
|     | <b>Additional Funds Required</b>  |              |

### **C - For Information Only**

- |     |  |            |
|-----|--|------------|
| (1) | EMA  | \$1,018.43 |
|     | Increase revenue and expenditures to record a reimbursement from the City of Birmingham for overtime worked during the Magic City Classic. |            |
|     | No Additional Funds Required   |            |

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the following Budget Transfers be hereby approved and adopted as follows:

5/20/2021

### **A - Position Changes and / or Revenue Changes**

- |     |   |              |
|-----|---|--------------|
| (1) | Development Services<br>Increase revenues and expenses to record the budget of an approved Federal Aid agreement/project on 4/8/2021.<br>The agreement/project is to prepare a countywide comprehensive plan to be reimbursed 80/20 by State of Alabama (250,000 State/62,500 County).<br><b>No Additional Funds Required</b> | \$312,500.00 |
| (2) | District Attorney Birmingham<br>Add funds to cover the cost of a Confidential Assistant effective June 1, 2021, created by the Commission on 4/22/2021.<br><b>Additional Funds Required</b>   | \$18,536.00  |

### **C - For Information Only**

- |     |  |            |
|-----|--|------------|
| (1) | <b>EMA</b><br>Increase revenue and expenditures to record a reimbursement from the City of Birmingham for overtime worked during the Magic City Classic.<br>No Additional Funds Required | \$1,018.43 |
|-----|--|------------|

Attachment: 7276 Budget Amendment Resolution (7276 : Budget Agenda)



JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Board of Equalization			BID:No	
<b>Department Contact</b>	Maria Knight,			<b>Phone Number:</b> 2053255566	
<b>Contract Info#:</b> 7309	<b>Contract Name/ID:</b> Assessment Advisors-Income Works Contract Renewal/7309			<b>Amount:</b> \$65,000	
Date Start: 06/25/21		<b>Contract Type:</b> Expenditure			
Date End: 06/24/22					
<b>CANCELLATION TERMS:</b>					
<b>Funding Sources</b>	<b>Org Code:</b> 21401301	<b>Object:</b> 540030		<b>Grant Number:</b> N/A	
<b>For Expenditures:</b>	<b>Original Budget:</b> \$100,000	<b>Current Remaining:</b> \$80,838		<b>After Execution:</b> \$15,838	
<b>Contractor:</b>	Assessment Advisors, LLC				
<b>Remittance Address:</b>	736 N. Western Avenue, #393, Lake Forest, IL 60045				
<b>Taxpayer ID#</b>	20-4988187			<b>Vendor ID#</b> 138018	
<b>Dept Contact Person:</b>	Tansy Long	<b>Email</b> :	longta@jccal.org	<b>Phone</b> :	205-325-5566
<b>Contractor Contact Person:</b>	Linda Pedalino	<b>Em ail:</b>	<a href="mailto:linda@incomeapproach.co">linda@incomeapproach.co</a> <a href="#">m</a>	<b>Phone</b> :	888-226-9585
<b>Contract Description:</b>	Income Works is a software tool that is used to assess the value of commercial properties using the income-based approach.				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	Net 30				

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute an Agreement between Jefferson County, Alabama and Assessment Advisors in the amount of \$65,000.00 for a one-year base license fee for Income Works Software, a tool utilized to assess the value of commercial properties using the income-based approach.

THIS IS A SERVICES CONTRACT entered into this **25th** day of **June, 2020**, by and between **Assessment Advisors (d/b/a Assessment Advisors, LLC)**, whose registered office is at **736 N. Western Ave, Ste 393, Lake Forest, IL 60045** and Jefferson County Commission ("the County"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

**WHEREAS, Assessment Advisors** desires to provide the County with certain software related to **assisting with the assessment of tax value for commercial property.**

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. **INCOME WORKS SOFTWARE:** As used herein, the term "**Income Works**" shall refer to Assessment Advisor's web-based software that will assist staff at the Jefferson County Board of Equalization to more accurately assess commercial property using the income-based approach to determine a fair tax value.
2. **SCOPE OF WORK:** The services and deliverables to be provided by **Assessment Advisors via the Income Works software** under this agreement are as follows:
  - O Income Works will offer six property type categories/modules: Commercial, Industrial, Lodging, Multifamily, Office, & Retail that will contain information unique to Jefferson County's local market.
  - U Income Works will offer the software's standard package features
  - O Income Works will offer the following additional agreed upon features:
    - Edit: Basic Information, Rankings, Economic Indicators
    - Personal Property Aliocation(multifamily and lodging properties)
    - Separate Components
    - Compare to Cost
    - Obsolescence Analyzer
    - Tax Factor
    - Expense Breakdown
    - Discounted Cash Flow
    - Export saved reports to text file
    - Report Changes
    - One Click Update & Mass Update to another year
  - U Income Works will also provide phone and email technical support and MA! (Member Appraisal Institute) consulting at no additional cost to include reviewing appellat evidence and financial statements from income properties, including special purpose and complex properties.
  - O Income Works agrees to provide any enhanced versions of the software that may increase efficiency or ease of use

3. **COMPENSATION:** The base license fee for **one data year** is **Sixty-Five Thousand Dollars (\$65,000)**, with the annual payment due and payable upon adoption and execution of this agreement. Optional annual renewals will be priced at no more than 2% over the prior year base fee. Income Works will be implemented within **60** days of receipt of payment.
4. **LIMITED WARRANTY:** **Assessment Advisors** represents and warrants that all services to be delivered via their **Income Works software** will be operate as described in the scope of work.
6. **TERMINATION:** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if there is a breach in the material terms of this agreement within **60** days after receipt of written notice, describing the breach in reasonable detail.
7. **SEVERABILITY; NO WAIVER:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of and default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
8. **EFFECT OF THIS ADDENDUM:** This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by **Assessment Advisors** under this Agreement, to the extent applicable. In the event of a conflict between any terms and conditions of this Agreement and any terms and conditions of the Agreement, the terms and conditions of this Agreement will control, but only with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

JEFFERSON COUNTY COMMISSION

ASSESSMENT ADVISORS. LLC

By:

By: \_\_\_\_\_

Name/Title:

Name/Title: mR%gQ ?€d4ij p "M..†H"

Date:

Date: \_\_\_\_\_



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## Independent Contractor Submission Form

4.C.1.f

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classification@pbjcc.org](mailto:classification@pbjcc.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: Board of Equalization

Contractor Name: Assessment Advisors, Contract Amount: 65,000

Contract Term (in years): 1 Contract Start Date: 06/25/20

Is this a new contract, a renewal, or an amendment? ☐ New ☒ Renewal ☐ Amendment

If this is a new contract, how many options to renew are included? ☐ 1 ☐ 2 ☐ 3 ☐ Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? 03/21/19

### NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

### RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☐ Yes ☒ No  
(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

- ☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):
- ☒ No (please clarify below how they are different):

4. Please indicate whether the staffing component of the work in this contract is:

- ☐ Continuous (the work to be performed is expected to continue indefinitely).
- ☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

N/A

Attachment: ICSFa (7309 : Assessment Advisors-Income Works Contract Renewal)

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☒ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).

\*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)
- ☐ Has not been performed prior to the establishment of this contract.
- ☒ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?
- ☒ Yes\* ☐ No

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

Montgomery County, AL

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?
- ☐ Yes\* ☒ No

\*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?
- ☐ Yes\* ☒ No

\*If "Yes," you must provide a comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): Tansy Long Title: Admin Svcs Mgr  
 Email: longta@jccal.org Phone: 205 325 5566  
 Jurisdiction (City/County/Agency): Jefferson County  
 Appointing Authority Signature:  Date: \_\_\_\_\_



## ASSESSMENT ADVISORS, LLC

Timothy VanKirk, MAI  
Linda Pedalino, MAI  
toll free phone: 1-888-226-9585  
www.IncomeApproach.com

August 16, 2018

David H. Ogden, Property Appraisal Manager  
Board of Equalization Jefferson County  
716 Richard Arrington Jr. Blvd., N.  
Birmingham, AL 35203

RE: IncomeWorks® Proposal & License for **Jefferson County, AL**

Mr. Ogden:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Jefferson County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
  - ✓ Personal Property Allocation *(on multifamily and lodging properties)*
  - ✓ Separate Components
  - ✓ Compare to Cost
  - ✓ Obsolescence Analyzer
  - ✓ Tax Factor *(if you provide us with the average net tax rates for your jurisdiction)*
  - ✓ Expense Breakdown
  - ✓ Discounted Cash Flow *(interview driven and intuitive)*
  - ✓ Export saved reports to text file *(simply contact us via email whenever you need the export)*
  - ✓ Change *(make any modifications to existing reports)*
  - ✓ One Click Update & Mass Update to another year *(requires more than one data year)*
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Jefferson County base license fee for one data year:

**IncomeWorks 2018** *(results as of October 1, 2018)* = **\$65,000**

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at no more than 2% over the prior year base fee. IncomeWorks 2018 can be released within 60 days of receipt of payment. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,  
**Assessment Advisors, LLC**

Timothy VanKirk, MAI, President

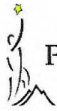
## INCOMeworks® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMeworks ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMeworks solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMeworks, accessing INCOMeworks, and using INCOMeworks, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMeworks program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
  - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
  - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
  - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
  - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
  - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
  - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMeworks Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software: a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property") and all physical copies of materials related to the Software. Licensee will not do, or permit to be done,



any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
12. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Washington applicable to agreements made and to be performed entirely in Washington, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.
13. **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.



Personnel Board of Jefferson County  
The foundation of your Merit System Career

## Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classandcomp@pbical.org](mailto:classandcomp@pbical.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: Board of Equalization

Contractor Name: Assessment Advisors, Inc. Contract Amount: 65,000

Contract Term (in years): 1 Contract Start Date: 02/01/2019

Is this a new contract or a renewal? ☒ New ☐ Renewal

If this is a new contract, how many options to renew are included? ☐ 1 ☐ 2 ☐ 3 ☒ Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? \_\_\_\_\_

### NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

Assessment Advisor's has a software product referred to as Income Works. Income Works is a software that will assist BOE in assessing value for commercial properties using the income-based approach to determine a fair tax value. The electronic database will include market information unique to Jefferson County that will assist in making a more accurate

### RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☐ Yes ☒ No  
(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

- ☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):  
☐ No (please clarify below how they are different):

N/A

4. Please indicate whether the staffing component of the work in this contract is:

- ☐ Continuous (the work to be performed is expected to continue indefinitely).  
☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

N/A



5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☒ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).

\*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☒ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- ☒ Yes\* ☐ No

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

Montgomery County, Alabama

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

- ☐ Yes\* ☒ No

\*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

9. Does you contend that it is more cost effective to provide these services through contract rather than with in-house staff?

- ☐ Yes\* ☒ No

\*If "Yes," please *attach* the comparison between "in-house costs" and "contract costs" that support this assertion.

Form completed by (name): Tansy Long Title: Admin Services Manag

Email: longta@jccal.org Phone: 205-325-5566

Jurisdiction (City/County/Agency): Jefferson County Comr

Appointing Authority Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 1/11/2019



## ASSESSMENT ADVISORS, LLC

Timothy VanKirk, MAI  
Linda Pedalino, MAI  
toll free phone: 1-888-226-9585  
www.IncomeApproach.com

### IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

#### JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Jefferson County, Alabama.

#### **IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.**

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

#### **Assessment Advisors, LLC is the only provider of IncomeWorks.**

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.

THIS IS A SERVICES CONTRACT entered into this 1<sup>st</sup> day of **February, 2019**, by and between **Assessment Advisors (d/b/a Assessment Advisors, LLC)**, whose registered office is at **736 N. Western Ave, Ste 393, Lake Forest, IL 60045** and Jefferson County Commission ("**the County**"), whose registered office is at 716 Richard Arrington Blvd. North, Birmingham, AL 35203.

**WHEREAS**, **Assessment Advisors** desires to provide the County with certain software related to **assisting with the assessment of tax value for commercial property**.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agreed as follows:

1. **INCOME WORKS SOFTWARE:** As used herein, the term "**Income Works**" shall refer to Assessment Advisor's web-based software that will assist staff at the Jefferson County Board of Equalization to more accurately assess commercial property using the income-based approach to determine a fair tax value.
2. **SCOPE OF WORK:** The services and deliverables to be provided by **Assessment Advisors via the Income Works software** under this agreement are as follows:
  - ☐ Income Works will offer six property type categories/modules: Commercial, Industrial, Lodging, Multifamily, Office, & Retail that will contain information unique to Jefferson County's local market.
  - ☐ Income Works will offer the software's standard package features
  - ☐ Income Works will offer the following additional agreed upon features:
    - Edit: Basic Information, Rankings, Economic Indicators
    - Personal Property Allocation(multifamily and lodging properties)
    - Separate Components
    - Compare to Cost
    - Obsolescence Analyzer
    - Tax Factor
    - Expense Breakdown
    - Discounted Cash Flow
    - Export saved reports to text file
    - Report Changes
    - One Click Update & Mass Update to another year
  - ☐ Income Works will also provide phone and email technical support and MAI (Member Appraisal Institute) consulting at no additional cost to include reviewing appellant evidence and financial statements from income properties, including special purpose and complex properties.
  - ☐ Income Works agrees to provide any enhanced versions of the software that may increase efficiency or ease of use

3. **COMPENSATION:** The base license fee for **one data year** is **Sixty-Five Thousand Dollars (\$65,000)**, with the annual payment due and payable upon adoption and execution of this agreement. Optional annual renewals will be priced at no more than **2%** over the prior year base fee. Income Works will be implemented within **60** days of receipt of payment.
4. **LIMITED WARRANTY:** **Assessment Advisors** represents and warrants that all services to be delivered via their **Income Works software** will be operate as described in the scope of work.
6. **TERMINATION:** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if there is a breach in the material terms of this agreement within **60** days after receipt of written notice, describing the breach in reasonable detail.
7. **SEVERABILITY; NO WAIVER:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of and default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
8. **EFFECT OF THIS ADDENDUM:** This Addendum is deemed to be an integral part of the Agreement. All terms and conditions set forth in the Agreement shall apply to the deliverables and services to be provided by **Assessment Advisors** under this Agreement, to the extent applicable. In the event of a conflict between any terms and conditions of this Agreement and any terms and conditions of the Agreement, the terms and conditions of this Agreement will control, but only with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the definitions assigned to them in the Agreement. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties.

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals or caused these presents to be executed by their duly authorized representative.

Added 2019 Contract Documents per Latonya Harris's Request

<Insert Legislation Here>



### **PRECINCT RESOLUTION**

WHEREAS, the polling location, Precinct 2420, Bell Wallace Building, located at 608 13<sup>th</sup> Street South, 35205, is unavailable because of building renovations, and;

WHEREAS, Precinct 2100 Memorial Recreation Center, located at, 524 6<sup>th</sup> Avenue South, 35205, is less than a mile away and is available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Bell Wallace Building be temporarily combined with Memorial Recreation Center.

<Insert Legislation Here>

### **PRECINCT RESOLUTION**

WHEREAS, the polling location, Precinct 2440, Southtown Housing, located at 2501 University Blvd., 35233, is unavailable because of construction, and;

WHEREAS, Precinct 2430, Southside Library, located at, 1814 11th Avenue South, 35205, is less than a mile away and is available for a polling precinct,

NOW THEREFORE BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the polling precinct located at Southtown Housing be temporarily combined with Southside Library.



**County Commission**  
716 Richard Arrington Jr Blvd North  
Birmingham, AL 35203

**SCHEDULED**

Meeting: 06/08/21 09:00 AM  
Department: Development Services  
Category: Beverage Case  
Prepared By: Michael Morrison  
Initiator: Derek C.S. Burr  
Sponsors:

---

**BEVERAGE CASE - LIQUOR LICENSE (ID # 7341)**

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DOC ID: 7341

**B-21-0001 Dolgencorp, LLC, applicant; d/b/a Dollar General Store #1423 requests approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license in conjunction with an existing general retail store on Parcel ID# 3100231000057000 in Sec 23, Twp 18, Range 5W. Zoned C-1 (Commercial) with covenants. (Site Location: 3459 Warrior River Road, Bessemer, AL 35023) (Concord)**



**County Commission**  
716 Richard Arrington Jr Blvd North  
Birmingham, AL 35203

Meeting: 06/08/21 09:00 AM  
Department: Development Services  
Category: Beverage Case  
Prepared By: Michael Morrison  
Initiator: Derek C.S. Burr  
Sponsors:

**SCHEDULED**

**BEVERAGE CASE - LIQUOR LICENSE (ID # 7343)**

DOC ID: 7343 A

**B-21-0002 Dolgencorp, LLC, applicant; d/b/a Dollar General Store #5811 requests approval of a (050) Retail Beer (Off Premises Only) and a (070) Retail Table Wine (Off Premises Only) license in conjunction with an existing general retail store on Parcel ID# 0400220000031003 in Sec 22, Twp 14, Range 4W. Zoned C-1 (Commercial) with covenants. (Site Location: 10115 Corner School Road, Warrior, AL 35180) (Corner)**



## Planning & Zoning Commission

ADOPTED

Meeting: 06/08/21 09:00 AM  
 Department: Development Services  
 Category: Zoning Case  
 Prepared By: Michael Morrison  
 Initiator: Derek C.S. Burr  
 Sponsors:

**ZONING ITEM - COUNTY COMMISSION (ID # 7303)**

DOC ID: 7303 A

**Blue Creek Land Co, Inc., owner, Dale Weaver, agent requests a change of zoning from I-3 (Industrial) to R-6 (Single Family) or A-1 (Agriculture) for future residential use to include manufactured home(s). Parcel ID# 0600290001038001 in Section 29, Twp 15, Range 4W. (Case Only, 4300 Levine Graysville, 35073)(SAYRE)(8.46 acres +/-)**

**Staff Recommendation: Rezone to A-1 with a condition: livestock shall be limited to one (1) horse or cow per acre.**

P&Z recommended rezoning the property to R-6 (Single Family).

### HISTORY:

05/13/21      P&Z      APPROVED

Recommended rezoning the property to R-6 (Single Family).



RESOLUTION OF THE JEFFERSON COUNTY COMMISSION  
 WITH RESPECT TO  
 APPROVING A NEW 150-FOOT TELECOMMUNICATION TOWER FOLLOWING AN  
 ADMINISTRATIVE TIER-1 REVIEW AS PRESCRIBED IN SECTION 1119 OF THE  
 JEFFERSON COUNTY ZONING RESOLUTION  
 UNDER THE PROVISIONS OF ACTS 344, 581, AND 1947 GENERAL ACTS  
 AND ACTS 422 & 634 GENERAL ACTS OF ALABAMA

WHEREAS, pursuant to the provisions of the above Acts 581, 422, and 634 of the General Acts of Alabama, aforesaid this Jefferson County Commission did conduct such Administrative Tier I review as prescribed by the Jefferson County Zoning Resolution, and;

WHEREAS, after due consideration of further promoting protection of the public health, safety, and welfare of the County, this Jefferson County Commission does hereby approve the herein contained request for a 150-foot monopole telecommunications tower for the purpose of enhancing telecommunication coverage.

BE IT FURTHER RESOLVED that the President is authorized and directed to execute all detail sheets and documents as may be necessary and appropriate to carry out this action.

BE IT HEREBY RESOLVED BY THE JEFFERSON COUNTY COMMISSION that Administrative Tier I Review - Southern District of the Christian & Missionary Alliance, owners; Steve Watkins, agent requests approval of a 150-foot monopole telecommunication tower on Parcel ID# 1200162001036000 in Section 16, Township 16 S, Range 1 W. Property zoned Institutional-1. (Site Only: 2160 Brewster Road, Birmingham, AL 35235)(Grayson Valley) be approved.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	District Attorney - Birmingham Office	BID:No
<b>Department Contact</b>	Danny Carr,	<b>Phone Number:</b>
<b>Contract Info#:</b> 7335	<b>Contract Name/ID:</b> Deputy District Attorney Salary Agreement - Carter (Birmingham)/7335	<b>Amount:</b> 46,690.30
Date Start: 01/19/20	<b>Contract Type:</b> Expenditure	
Date End: 01/19/46		

**CANCELLATION TERMS:**

n/a

Funding Sources

Org Code:

Object:

Grant Number:

10006501

500140

n/a

For Expenditures:

Original Budget:

Current Remaining:

After Execution:

\$3,286,389

\$812,290.87

\$765,600.57

Contractor:

Alysha Carter

Remittance Address:

801 Richard Arrington Jr Blvd N Birmingham, AL 35203

Taxpayer ID#

n/a

Vendor ID#

n/a

Dept Contact Person:

Micheal McCurry

Email:

mccurrym@jccal.org

Phone:

325-5263

Contractor Contact Person:

Alysha Carter

Email:

Phone:

Contract Description:

Payroll agreement for one DDA. Payment of the Jefferson County's contribution of salary and benefits to the State.

BID/RFP Number (if item/service was not bid, give detailed explanation)

n/a

Payment Terms:

n/a

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute all documents for the payroll requests for Alysha Carter, Deputy District Attorney, Birmingham Division, with a start date of May 24, 2021.

STATE OF ALABAMA                     )  
   )  
 JEFFERSON COUNTY                    )

### PAYROLL AUTHORIZATION

#### RECITAL:

Alabama law requires Jefferson County to pay specified annual compensation to the Birmingham and Bessemer District Attorneys and their Deputies. The law also requires the State to pay a portion of the compensation for the District Attorneys and for some of the Deputy District Attorneys. Where the compensation responsibility is divided between the County and the State, the Attorneys' pension membership is also divided between the County pension and the State pension. Through this Payroll Request, the parties establish that the requesting Deputy District Attorney has authorized to have the County provide compensation, pension contribution and health insurance amounts for single or family coverage paid directly to the Office of Prosecution Services (OPS) and merged with the State provided compensation and paid to the Deputy District Attorney on the OPS payroll so that the entire compensation may be considered for the State pension.

#### WITNESSETH:

IN CONSIDERATION OF THE PREMISES, Jefferson County (the County), the District Attorney and the Deputy District Attorney agree as set out below:

Definition: as used herein the term "County provided compensation/benefits" shall mean:

- a) The respective salary amounts for DDA's established by legislative act (and as amended) applicable to the Birmingham and Bessemer District Attorneys offices and directed to be payable by Jefferson County as salary compensation;
- b) An amount equal to 3% of the salary compensation representing an employer pension match;
- c) An amount equal to 75% of the amount paid by the State toward the cost of State health insurance for either single or family coverage elected by the DDA.

\*In accordance with past practice, the County shall include an amount for FICA upon the condition that the County will be reimbursed by the State.

1. By execution below, the Deputy District Attorney hereby authorizes to have his County-provided compensation paid directly to the Office of Prosecution Services and merged with his State-provided compensation and paid to him on the OPS payroll.
2. By execution below, the District Attorney hereby endorses and approves the above authorization of the Deputy District Attorney.

3. The County hereby agrees to make the quarterly payments in advance, no later than the 10<sup>th</sup> day of the months January, April, July and October of each year, of the County-provided compensation/benefits, directly to the Office of Prosecution Services for merger with the State-provided compensation and paid to the deputy district attorney on the OPS payroll.
4. The amount initially to be paid by the County is set out on the attachment. Provided however, the amounts shall be automatically amended to reflect changes in the compensation to be paid by the County; i.e., step raises and promotions for Deputy District Attorneys and changes in insurance coverage and the amount paid by the State.
5. The effective date of this Agreement shall be May 24, 2021

IN WITNESS WHEREOF, the parties have executed this Agreement as reflected below.


**JEFFERSON COUNTY, ALABAMA**

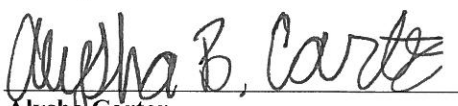
\_\_\_\_\_  
Date

5/24/2021  
Date

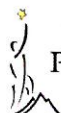
5/24/21  
Date

\_\_\_\_\_  
By: **James A. Stephens, President**  
Jefferson County Commission

  
\_\_\_\_\_  
**Danny Carr**  
District Attorney  
Birmingham Division

  
\_\_\_\_\_  
**Alysha Carter**  
Deputy District Attorney  
Birmingham Division





Personnel Board of Jefferson County

The foundation of your Merit System Career

## Independent Contractor Submission Form

Pursuant to Rule 11.4 of the *Rules and Regulations* of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classandcomp@pbjcal.org](mailto:classandcomp@pbjcal.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Department Requesting the Contract: District Attorney - Bham

Contractor Name: Alysha Carter Contract Amount: \$34,632.00

Contract Term (in years): na Contract Start Date: 05/24/2021

Is this a new contract or a renewal? ☒ New ☐ Renewal

If this is a new contract, how many options to renew are included? ☐ 1 ☐ 2 ☐ 3 ☐ Other

If this is a renewal, on what date was the original contract approved by the Personnel Board? \_\_\_\_\_

### NATURE OF THE CONTRACT

1. In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

NA, this is the payroll request from one Deputy District Attorney for payment of their County salary & benefit contributions to the State of Alabama, as they are State Employees. As required by Alabama Acts 1987, No. 87-720 further amended by No. 90-542, No. 93-567, No. 07-402, No. 00-619, and No. 07-202

### RATIONALE AND SUPPORTING INFORMATION

2. Does this contract contain a staffing component? ☒ Yes ☐ No

*(If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.)*

3. Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?

☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):

☒ No (please clarify below how they are different):

NA, this is the payroll request from one Deputy District Attorney for payment of their County salary & benefit contributions to the State of Alabama, as they are State Employees. As required by Alabama Acts 1987, No. 87-720 further amended by No. 90-542, No. 93-567, No. 07-402, No. 00-619, and No. 07-202

4. Please indicate whether the staffing component of the work in this contract is:

☒ Continuous (the work to be performed is expected to continue indefinitely).

☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

*Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.*

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

Attachment: Carter\_Contract\_Submission (7335 : Deputy District Attorney Salary Agreement - Carter (Birmingham))

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☒ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a *reasonably regular basis*).
- ☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).

\*If "Sporadically performed," please describe the sporadic nature of the work:

6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

- ☐ Yes\* ☒ No

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

8. Does the work to be performed through the contract require equipment and/or facilities *not currently possessed* by your City/County/Agency?

- ☐ Yes\* ☒ No

\*If "Yes," please indicate the type of equipment and/or facilities *required and not possessed* to perform the work.

9. Does you contend that it is more cost effective to provide these services through contract rather than with in-house staff?

- ☐ Yes\* ☐ No

\*If "Yes," please *attach* the comparison between "in-house costs" and "contract costs" that support this assertion.

Form completed by (name): Micheal McCurry Title: Chief Administrator

Email: mccurrym@jccal.org Phone: (205)325-5263

Jurisdiction (City/County/Agency): DA-Bham

Appointing Authority Signature:  Date: 5/24/2021

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	District Attorney - Bessemer Office		BID:No
<b>Department Contact</b>	Lynneice Washington,	<b>Phone Number:</b> 205 497-8610	
<b>Contract Info#:</b> 7336	<b>Contract Name/ID:</b> Assistant District Attorney Salary Agreement - Chuantae Brown (Bessemer Division)/7336		<b>Amount:</b> 66,912,72
Date Start: 06/16/21	<b>Contract Type:</b> Expenditure		
Date End: 09/4/28			
<b>CANCELLATION TERMS:</b>			
<b>Funding Sources</b>	<b>Org Code:</b> 10006600	<b>Object:</b> 512095	
<b>Funding Sources Cont.</b>	<b>Grant Number:</b>	<b>Project Number</b>	<b>Amendment/CO #</b>
	n/a	n/a	n/a
<b>For Expenditures:</b>	<b>Original Budget:</b>	<b>Current Remaining:</b>	<b>After Execution:</b>
	\$2,443,441.00	309,229.35	\$269,147.75
<b>Contractor:</b>	ADA Chuantae Brown		
<b>Remit Address</b>	1851 2 <sup>nd</sup> Ave N Ste. 110 Bessemer, AL 35020		
<b>Taxpayer ID#</b>	N/A	<b>Vendor ID#</b> N/A	
<b>Department Contact Person:</b>	ELAINE HOLIFIELD		
<b>Contractor Contact Person:</b>	Elaine Holifield	<b>Phone Number:</b>	205-497-8610
<b>Contract Description:</b>	ALABAMA LAW REQUIRES JEFFERSON COUNTY TO PAY SPECIFY ANNUAL COMPENSATION FOR THE BIRMINGHAM AND BESSEMER DISTRICT ATTORNEYS AND THEIR DEPUTIES		
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	BID/RFP# N/A		
<b>Payment Terms:</b>	N/A		


BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute all documents for the payroll requests for Chuntae Brown , Assistant District Attorney that will start on June 16, 2021.



# Jefferson County District Attorney's Office Bessemer Division

## Payroll Change Form

Employee First Name	Employee Last Name	Social Security Number	Date of Birth	Driver's License	Effective Date
Chuantae	Brown	419-35-9501	3/27/1990	AL7796699	6/16/2021

### Type of Change

Salary Increase

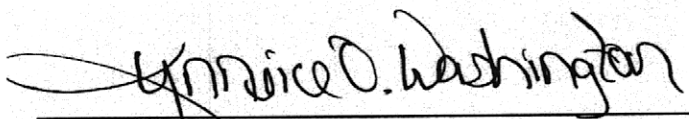
### Salary

\$66,912.72

Payroll Register	Ethics	Perm/Temp	Percent	Alabama Bar ID	Job Code
ADA	Yes	Permanent	100		00001

### Additional Comments on Change

Assistant District Attorney Chuantae Brown will transfer from DV Grant and move to a Level 3, Step 7 DDA payroll type on 06/16/2021. Salary Increase amount \$66, 912.72



Lynneice O. Washington

District Attorney, 10th Judicial Circuit - Bessmer Division

5/19/2021

Date

Printed by holifieldel on 5/19/2021 @ 12:58:43 PM





## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the ADECA Grant Application submitted on behalf of the Bessemer District Attorney's Office for the DOJ Project Operation Python Phase II is hereby approved and ratified, and it be it further resolved that the Commission President is authorized to execute any documents necessary and related to the same.

**Alabama Department of Economic and Community Affairs**  
**Law Enforcement and Traffic Safety Division**  
 401 Adams Avenue  
 P.O. Box 5690  
 Montgomery, AL 36103-5690

Revised 6/05/2014

Cover Page

**Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application**

**1. Applicant**

Name Jefferson County Commission  
 Address 716 Richard Arrington Blvd. N  
 2nd Floor B'ham, AL 35203  
 Phone # 205-325-5555  
 Fax # 205-325-4860  
 E-Mail powev@jccal.org

**2. Implementing Agency** Jefferson County  
 District Attorney, Bessemer Div.  
 Name Lynnece Washington, DA  
 Phone # 205-497-8610

**4. Project Director**

Valerie Hicks Hale, Chief Asst. Dist Atty  
 Name  
 Address 1851 2nd Ave. N Bessemer, AL 35020 Ste. 110  
 Phone # 205-497-8610  
 Fax # 205-497-8603  
 E-Mail powev@jccal.org

Signature *[Signature]* Date: 7/25/19

**6. Type of Application**

- ☒ Original  
☐ Continuation of Previous Grant

Number:

**3. Authorizing Official**

Name Comn. James A. (Jimmie) Stephens  
 Title Commission President  
 Address 716 Richard Arrington Blvd. N, Ste. 210  
 B'ham, AL 35203

Phone # 205-325-5555  
 Fax # 205-325-4860  
 E-Mail stephensi@jccal.org

Signature *[Signature]* Date: 7/25/19

**5. Financial Officer**

Name John Henry  
 Address 716 Richard Arrington Blvd. N, Ste. 210  
 Phone # 205-325-5748  
 Fax # 205-325-5841  
 E-Mail Henryj@jccal.org

Signature *[Signature]* Date: 7/26/19

**7. Program Under Which Application is Made**  
(Include Purpose Areas addressed if applicable)

PSN-Northern District

**8. Active membership in any Statewide associations or coalitions?**

N/A

**9. Project Start Date (Estimated)**

October 1, 2019

**10. Project Ending Date (Estimated)**

September 30, 2020

**11. Name of the Project** (Brief Descriptive Title)  
 Operation Python Phase II

**12. Grant Funds Requested**

\$ 45,000.00

**13. Will other Federal Support be available for any part of this project?** ☐ Yes ☒ No

(If yes, identify and explain on Page 9)

**14. DUNS Number:**

74613972

**15. SAM Registration Expiration Date:**  
 October 17, 2019

**16. Congressional Districts Served: NDAL****17. Organization Type (Check one which applies)**

- ☒ State Agency ☐ Public College or University ☐ Private Not-for-Profit Agency  
☐ Local Government ☐ Private College or University ☐ Private For-Profit Company  
☐ Other Government Entity ☐ Public Not-for-Profit Agency ☐ Private Individual

**18. Project Summary: (Suitable for a news release pertaining to this project)**

The Jefferson County District Attorney's Office Bessemer Cut-Off Division has been awarded a \$45,000.00 grant from the Department of Justice Project Safe Neighborhoods Initiatives. The grant will fund 65 HD surveillance cameras to be placed in high crime areas within the Bessemer Cut-off Division. The cameras will be monitored through the District Attorney's office. In addition, Project NOLA, housed on the University of New Orleans will also monitor and store surveillance footage. It is expected that the cameras will enhance law enforcement efforts by increasing opportunities for arrests and deterring violent crime.



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Standard Subgrant Conditions and Assurances – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the federal funding agency from which the grant funds originate and the Law Enforcement and Traffic Safety (LETS) Division of the Alabama Department of Economic and Community Affairs (ADECA).

**1. OMB UNIFORM GUIDANCE FOR FEDERAL FINANCIAL AWARDS.** For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 CFR Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, Subpart B (2 CFR 200.100), General Provisions; Subpart C (2 CFR 200.200), Pre-Federal Awards Requirements and Contents of Federal Awards; Subpart D (2 CFR 200.300), Post Federal Award Regulations; Subpart E (2 CFR 200.400), Cost Principles; Subpart F (2 CFR 200.500), Audit Requirements; and all accompanying Appendices.

For any and all contracts made by a non-Federal entity under a Federal award, 2 CFR 200.326 requires the following contract provisions (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

**2. TERMINATION.** A clause addressing a termination for cause and convenience must be included in all contracts in excess of \$10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

**Termination for Convenience.** This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

**Termination for Cause.** If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

**3. HEARING ON APPEAL.** The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit his appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then he shall have no further right of appeal.

The hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter by the Department to the Subrecipient.

**4. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**5. CLEAN AIR ACT and FEDERAL WATER POLLUTION CONTROL ACT.** In the event this contract or grant award is for an amount in excess of \$150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection



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Agency.

6. **ENERGY CONSERVATION.** The Contractor or Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. 6201 *et seq.*

7. **DEBARMENT AND SUSPENSION.** The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in federal assistance programs (Executive Orders 12549 and 12689).

The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See Code of Federal Regulations, 2 CFR Part 180.300). The Excluded Parties List System is available for access from the System of Award Management website at <https://www.SAM.gov>.

The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any sub-contractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the sub-contractor for work to be performed under this Agreement.

8. **BYRD ANTI-LOBBYING ACT.** Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Act, 31 U.S.C. 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

9. **PROCUREMENT OF RECOVERED MATERIALS.** 2 CFR 200.322 provides that a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ADDITIONAL CLAUSES.** In addition to the above clauses, the Contractor or Subrecipient agrees with, and shall adhere to, the following:

10. **TOBACCO SMOKE.** Public Law 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments by federal grant, contract, loan or loan guarantee.

11. **DRUG-FREE WORKPLACE REQUIREMENTS.** In accordance with provisions of Title V, Subtitle D of Public Law 100-690 or Public Law 111-350 (41 U.S.C. 8101 *et seq.*), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

12. **TRANSPARENCY ACT.** Awards under Federal programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" ("FFATA"). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)



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**Law Enforcement and Traffic Safety**  
**401 Adams Avenue**  
**Montgomery, Alabama 36103-5690**

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Subrecipients.

13. **POLITICAL ACTIVITY.** The Subrecipient shall comply with the Hatch Act (5 U.S.C. 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

14. **HUMAN TRAFFICKING PROVISIONS.** This award is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. 7104).

15. **PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS.** As stated in Section 507 of Public Law 103-333 it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American made.

16. **MANDATORY DISCLOSURES.** Pursuant to 2 CFR 200.113, the Subrecipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations.

17. **NOT TO CONSTITUTE A DEBT OF THE STATE.** 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 No. 26.

18. **CONFLICTING PROVISION.** If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.

19. **IMMUNITY AND DISPUTE RESOLUTION.** The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14, Constitution of Alabama 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity. The Subrecipient's sole remedy for the settlement of any and all disputes arising under the terms of the agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama pursuant to § 41-9-60 *et seq.*, Code of Alabama 1975.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation.

20. **DISCLAIMER.** ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

21. **ACCESS TO RECORDS.** Subrecipient gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, the Comptroller General of the United States, or any of the duly authorized representatives of the federal funding agency, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided under Public Law 98-473, "Victims of Crime Act of 1984"; Public Law 93-415, "The Juvenile Justice and Delinquency Prevention Act of 1974"; Public Law 108-79, "The Prison Rape Elimination Act"; Public Law 106-561, Public Law 107-273, Public Law 108-405, "The Paul Coverdell National Forensic Sciences Improvement Act"; Public Law 103-322, "The Violent Crime Control and Law Enforcement Act of 1994"; Public Law 100-690, "The Anti-Drug Abuse Act of 1988"; Public Law 104-034, "The Local Government Law Enforcement Block Grants Act of 1995"; Public Law 108-447, "The Consolidated Appropriations Act of 2005"; Public Law 109-162, "The Violence Against Women and Department of Justice Reauthorization Act of 2005"; Public Law 107-110, the "Child Abuse Prevention and Treatment Act of 1996"; and Public Law 89-564, "The Highway Safety Act of 1966". Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. If an audit is required and/or performed, records pertinent to the award shall be retained for at least three years following the closure of the most recent audit report. If no audit is required and/or performed, records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.



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22. **ASSIGNABILITY.** The Subrecipient shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto. Provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

23. **CONTINGENCY CLAUSE.** It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any federal recessions and/or deferrals.

Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient. Funds appropriated and obligated to this award are available for reimbursement of costs until the end of the performance period set forth in the Grant Agreement.

24. **CONFLICT OF INTEREST.** A conflict of interest, real or apparent, will arise when any of the following has a financial or other interest in the firm or organization selected for award: (1) the individual, (2) any member of the individual's immediate family, (3) the individual's partner, or (4) an organization which employs or is about to employ any of the above. The Subrecipient certifies by signing this agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with the Department of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this agreement nor will the Subrecipient hire any person having such conflicting interest. The Subrecipient further certifies that it will maintain a written code of standards governing the performance of persons engaged in the award and administration of contracts and subgrants.

25. **INDIRECT COST.** In accordance with 2 CFR 200.331(a)(1)(xiii) and (a)(4), and 2 CFR 200.414, subrecipients of federal awards may charge indirect costs to the award unless statutorily prohibited by the federal program and in accordance with any applicable administrative caps on federal funding. ADECA will not negotiate indirect cost rates with subrecipients, but will accept a federally negotiated indirect cost rate or the 10% de minimis rate of the modified total direct cost (MTDC) as defined in 2 CFR 200.68. If requesting the 10% de minimis rate, subrecipients must submit a certification that the entity has never received a federally approved indirect cost rate. Subrecipients are allowed to allocate and charge direct costs through cost allocation. However, in accordance with 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the federal award. Once chosen, the method must be used consistently for all federal awards until such time as a negotiated rate is approved by the subrecipients' federal cognizant agency.

26. **AUDIT REQUIREMENTS.** All Subrecipients of federal funds must follow the Audit requirements identified in the Office of Management and Budget Uniform Administrative Requirements, 2 CFR Part 200, Subpart F – Audit Requirements. Additionally, if any Subrecipient receives more than \$500,000, collectively, in State General Fund appropriations in their fiscal year, from ADECA, they must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the AICPA.

Nothing contained in this agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the Uniform Administrative Requirements.

Copies of all required audits must be submitted to:

Alabama Department of Economic and Community Affairs (ADECA)  
 ATTENTION: Chief Audit Executive  
 401 Adams Avenue  
 P.O. Box 5690  
 Montgomery, Alabama 36103-5690

And an additional copy to:

Alabama Department of Examiners of Public Accounts  
 ATTENTION: Audit Report Repository  
 P. O. Box 302251  
 Montgomery, Alabama 36130-2251

All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 CFR Part 200, Subpart F §200.512.



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27. **AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS/OUTSTANDING DEBTS.** The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

28. **SUSPENSION OF PAYMENTS.** Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said grantee until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

29. **DISCLOSURE STATEMENT.** Unless otherwise exempt under § 41-16-82, Code of Alabama 1975, a disclosure statement must be submitted to ADECA for any and all proposals, bids, contracts or grant proposals in excess of \$5,000.

30. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, the Alabama Competitive Bid Law (§ 41-16-1 *et seq.*, Code of Alabama 1975), the Alabama Public Works Law (§ 39-1-1 *et seq.*, Code of Alabama 1975), any State permitting requirements, the Alabama Open Meetings Act (§ 36-25a-1 *et seq.*, Code of Alabama 1975), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, *et seq.*, Code of Alabama 1975).

By signing this grant, the 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.

31. **Authority of Authorizing Official:** It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.

32. **Funds Management:** Subrecipient assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.

33. **Subgrant Fiscal Reports:** Subgrantees shall submit a Subgrant Fiscal Report for each quarter. Submission dates are as follows:

Period Covered	Report Due
January 1 -- March 31	April 15
April 1 -- June 30	July 15
July 1-- September 30	October 15
October 1 -- December 31	January 15

Subgrantees have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Subgrant Fiscal Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

34. **Subgrant Narrative Progress Report:** Subgrantee shall submit a Narrative Progress Report, Subgrant Narrative Progress Report, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified



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**Law Enforcement and Traffic Safety**  
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**Montgomery, Alabama 36103-5690**

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within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.

35. **Published Material:** All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.

36. **Title of Property:** Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of the ADECA LETS Division, where its use for project or criminal justice purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.

37. **Non Supplanting Certification:** Subrecipient understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, that matching funds required to pay the non-Federal portion of the cost of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.

38. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, gender identity, sexual orientation, handicap, or limited English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under or denied employment in connection with subgrants awarded by the ADECA LETS Division pursuant to funding from the U. S. Department of Justice, the U. S. Department of Education, the U. S. Department of Health and Human Services, the National Highway Traffic Safety Administration, or the U. S. Department of Transportation. Recipients of these federal funds are also subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (prohibiting discrimination in federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794 (prohibiting discrimination in such programs on the basis of handicap); the Age Discrimination Act of 1975, 42 U.S.C. 8108, et seq., and the Department of Justice Nondiscrimination Regulations at 28 CFR, Part 42, Subparts C, D and G. Recipients of funds are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities). This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, handicap, or limited English proficiency against a recipient of funds, the Subrecipient will forward a copy of the finding to the appropriate federal funding agency from which the program is funded, as well as to the ADECA LETS Division within 30 days of receiving notice.

No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting the criminal case.

39. **Equal Employment Opportunity Program:** Subrecipient agrees to formulate, as required, an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301 et. seq. and certifies to the State that it, if required, has a current EEOP on file which EEOP will be provided to the State, if and when requested.

40. **Continuation Funding:** Subgrantee understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.

41. **Project Income:** All interest in other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for.

42. **Procurement Standards:** Subgrantees must comply with the State Bid Law and the Federal minimum requirements in regard to "Procurement Standards and Procedures". The basic minimum procurement standards are as follows:

- a. **Adequate and Effective Competition:** All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value, the nature, and the specifications of supplies and/or services to be procured.
- b. A minimum of two bids are required on all procurement – unless the supplies, equipment or services are of a "Sole Source" nature, and in this instance (sole Source Contracts) must have prior approval of the ADECA LETS Division prior to placing



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of formal application.

- c. Proposals for requests for bids must contain non-restrictive specifications.
- d. All procurement shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of the appearance of collusion or conflicts of interest.

43. Accounting Requirements: Subgrantee agrees to record all project costs, both the ADECA LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all project costs from the subgrantee's other or general expenditures. Adequate documentation for all project costs, both the ADECA LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Item #2 on Page One of these conditions. Adequate documentation is defined as follows for each major budget category:

- a. Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.
- b. Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.
- c. Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.
- d. Supplies and Operating Expenses and Equipment: Documentation includes audited vendor invoices approved by the project director.

44. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due the ADECA LETS Division. The refund will be computed on resale value in accordance with the original matching ratio.

45. Allowable Cost: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in 2 CFR Part 200, as further defined and delineated in the "Department of Justice Financial Guide", "Education Department General Administrative Regulations", "Highway Safety Grant Management Manual", and in the ADECA LETS Division Guidelines.

46. Expiration of the ADECA LETS Division Funds: Regulations require that active grant funds for a fiscal year which are not expended or obligated by the subgrantee at the end of the grant period will lapse and revert to the ADECA LETS Division. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.

47. Expenses Not Allowable: Grant funds may not be expended for (a) items not part of the approved budget or separately approved by the ADECA LETS Division, (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.

48. Subgrant Adjustments: Subgrantees must obtain prior written approval from the ADECA LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.

49. Utilization and Payment of Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Depending on the rules for each federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.

50. Termination of Aid: This grant may be terminated or fund payments discontinued by the ADECA LETS Division where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503, and to PL 107-110, and to all procedures set forth in 34 CFR 80.43 and 20 USC 3474..

51. Foreign Travel: Travel outside the continental United States will not be approved for funding.



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52. **Copyrights:** Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but federal funding agencies reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
53. **Bonuses or Commissions:** The subgrantee is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for the ADECA LETS Division assistance.
54. **Freedom of Information Act:** Pursuant to the Federal Freedom of Information Act (FOIA), 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of federal funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.
55. **Environmental Impact:** Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2) (c) of the National Environmental Policy Act.
56. **Age Discrimination in Employment Act of 1967:** Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967" (29 U.S.C. 621 et seq.), which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".
57. **Criminal Penalties:** Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to federal grant funding or in any record required to be maintained pursuant to federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be subject to the provisions of 18 U.S.C. 361.
58. **Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225** (October 1, 2009), Subrecipients of the Victims of Crime Act are encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by the this subgrant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
59. **Client-Counselor Confidentiality:** Maintain confidentiality of client-counselor information, as required by state and federal law.
60. **VOCA Specific: Comply with Federal Rules Regulating Grants:** Subrecipients must comply with the applicable provisions of VOCA, the Program Guidelines, and the requirements of the OJP Financial Guide, effective edition, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received. This includes: financial documentation for disbursements; daily time and attendance records specifying time devoted to allowable VOCA victim services; client files; the portion of the project supplied by other sources of revenue; job descriptions; contracts for services; and other records which facilitate an effective audit.
61. **VOCA Specific: Confidentiality of Research Information:** Except as otherwise provided by federal law, no recipient of monies under VOCA shall use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information, shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
62. **VOCA Specific: Demographic Data:** Victims of Crime Act regulations require that information on race, sex, national origin, age and disability of recipients of assistance will be collected and maintained, where such information is voluntarily furnished by those receiving assistance.
63. **Special Conditions of Award:** Subrecipients shall comply with the Special Conditions of the Bureau of Justice Assistance Grant awarded to ADECA. Subrecipients shall comply with these Special Conditions as applicable, including any updated version that may be posted during the period of performance. The Special Conditions of the Bureau of Justice Assistance Grant are posted

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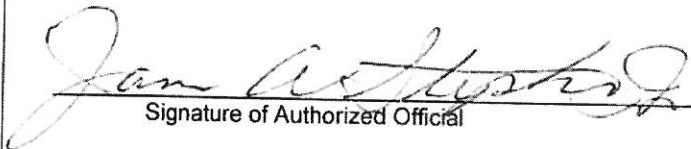
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on the ADECA website at <http://adeca.alabama.gov/Divisions/lets/Pages/default.aspx>.

**64. DOJ Grants Financial Guide:** Subrecipients shall comply with the DOJ Grants Financial Guide as applicable, including any updated version that may be posted during the period of performance. The DOJ Grants Financial Guide is posted on the OJP website at <https://ojp.gov/financialguide/DOJ/index.htm>.

**65. LETS Policy Letters:** Subrecipients shall comply with the ADECA LETS Policy Letters, including any updated version that may be posted during the period of performance. The ADECA LETS Policy Letters are available on the ADECA website at <http://adeca.alabama.gov/Divisions/lets/Pages/default.aspx>.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.

  
Signature of Authorized Official

8/25/19  
Date



State of Alabama  
Department of Economic and Community Affairs  
Law Enforcement / Traffic Safety Division

**Equal Employment Opportunity Program Certification**

I, James A. Stephens (Authorized Official), certified that the Applicant/Subgrantee

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: Loren Oliver

Title: Receiver

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

*James A. Stephens*  
(Signature of Authorized Official)

7/25/19  
(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below decertification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I, \_\_\_\_\_ (Authorized Official), certify that the Applicant/Subgrantee

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Date)

## Certification Regarding Drug Free Workplace Requirements Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

**The grantee certifies that it will provide a drug free workplace by:**

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
  1. The dangers of drug abuse in the workplace.
  2. The grantee's policies of maintaining a drug free workplace.
  3. Any available drug counseling, rehabilitation, and employee assistance programs.
  4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
  1. Abide by the terms of the statement.
  2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
  1. Taking appropriate personnel action against such an employee, up to and including termination.
  2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**Place(s) of Performance:** The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

1851 2 <sup>nd</sup> Ave N. Stello	Bessemer	Jefferson	AL	35020
Street Address	City	County	State	Zip Code

Street Address	City	County	State	Zip Code

Street Address	City	County	State	Zip Code

Organization Name

Applicant or Grant Number

James A. Stephens

Name and Title of Authorizing Representative

X *[Signature]*

Signature

7/25/19

Date

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)



**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

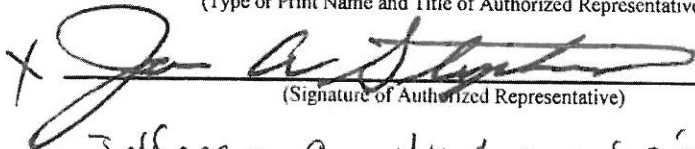
1. By signing and submitting this proposal, the prospective lower-tier participant is providing the certification set out below.
2. The certifications this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

James Stephens

(Type or Print Name and Title of Authorized Representative)

X 

(Signature of Authorized Representative)

7/25/19

Date

Jefferson County Commission

(Name of Organization)

716 Richard Arrington Blvd - 2nd Fl. Bham AL 35203

(Address of Organization)

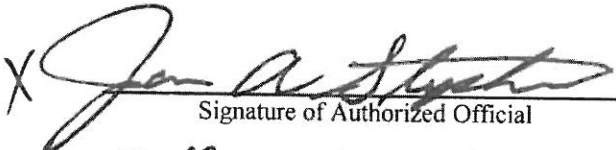
## Certification Regarding Lobbying

Each applicant shall file this certification and disclosure form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more

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 undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid 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.
- (2) If any non-Federal 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, the undersigned shall initial here \_\_\_\_\_ and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

X   
Signature of Authorized Official

7/25/19  
Date

Jefferson County Commission President  
Title



**State of Alabama**  
**Department of Economic and Community Affairs**  
**Law Enforcement / Traffic Safety Division**

**Financial Questionnaire**

**Section I. General Information**

1. Subgrantee: <u>JeffCo Commission</u>	Subgrant Number : _____
2. Financial Officer : <u>John Henry</u>	Telephone Number : <u>205-325-5748</u>
3. Contact Person : <u>Valerie Hicks Hale</u>	Telephone Number : <u>205-497-8610</u>

The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust that accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP guideline manual entitled *Financial and Administrative Guide for Grants* and the ADECA Law Enforcement and Traffic Safety Manual entitled *Subgrantee Administrative Manual*.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each subgrant awarded and the expenditure of funds for each subgrant, for each action program and for each subgrant awarded by the State
- (2) Entries in accounting reports should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

**Section II. Accounting System**

- |  |                                    |  |   |
|--|------------------------------------|--|---|
| 1. <input type="checkbox"/> Manual   | <input type="checkbox"/> Automated | <input checked="" type="checkbox"/> Combination  | Which best describes the accounting system? |
| 2. <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No        | Does the organization use a double entry system in accounting for program funds?   |   |
| 3. <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No        | Does the accounting system identify the receipt and expenditures of program funds separately for each subgrant?  |   |
| 4. <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No        | Does the accounting system provide for the recording of expenditures for each subgrant by the component project and budget cost categories shown in the approved budget?   |   |
| 5. <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No        | Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective?  |   |
| 6. Does the accounting / financial system include budgetary controls to preclude incurring obligations in excess of: |                                    |  |   |
| <input checked="" type="checkbox"/> Yes  | <input type="checkbox"/> No        | a. Total funds available for a subgrant?   |   |
| <input checked="" type="checkbox"/> Yes  | <input type="checkbox"/> No        | b. Total funds available for a budget cost category (e.g., Personnel, Travel, Operating Expense, etc.)   |   |
| 7. <input checked="" type="checkbox"/> Yes   | <input type="checkbox"/> No        | Is the organization generally familiar with the existing regulations and guidelines containing the cost principles and procedures for the determination of allowance of costs in connection with Federal contracts/grants/subgrants? |   |

# Financial Questionnaire (continued)

Subgrantee: Jefferson County Commission

Subgrant Number : \_\_\_\_\_

## Section III. Fund Control

1 ☐ Yes ☒ No

Is a separate bank account maintained for subgrant funds?

2 ☐ Yes ☒ No

If Federal subgrant funds are commingled with organization funds, can the Federal subgrant funds and related costs and expenses be readily identified?

3 ☒ Yes ☐ No

Are the officials of the organization bonded?

## Section IV. Additional Information

☐ Yes ☐ No

Did an independent certified public accountant (CPA) ever examine the financial statements?

1 Date of the last audit

2 Dates covered by the last audit

3 Date of the next audit

4 Dates covered by the last audit

From \_\_\_\_\_

to \_\_\_\_\_

From \_\_\_\_\_

to \_\_\_\_\_

Use the following space for any additional information. Indicate the section and item numbers if their is a continuation

## Section V. Applicant Certification

I certify that the above information is complete and correct to the best of my knowledge

  
Signature

7/26/12  
Date

CFO  
Title

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)



**ADECA / LETS Grant Application Part 1A  
Edward Byrne Memorial JAG Program**

Project Budget Narrative

The \$45,000.00 requested primarily will be spent on equipment, installation and monitoring. A total of 65 high definition (HD) cameras will be purchased. 55 of those will be basic HD, while 10 additional cameras will be HD with License Plate Recognition (LPR). All of the cameras will be purchased from Project NOLA, out of New Orleans, LA. Those cameras have been used by several municipalities and have proven to be highly effective and clear.

The basic HD cameras are \$150.00 each and will total **\$8,250.00**. The HD cameras with (LPR) are \$475.00 each and will total **\$4,750.00**. Additionally, the District Attorney's office will house a surveillance room with 10 monitors, for the purpose of monitoring all 65 cameras in real time. The cost of the monitors will be 300.00 each and will total **\$3,000.00**.

Notwithstanding, Project NOLA offers a monitoring service. Project NOLA's monitoring service includes real time, retrieval and storage for as long as necessary. The Monitoring fee for the basic HD cameras is \$240.00 per camera and with 55 cameras will total **\$13,200.00**. The monitoring fee for the HD LPR cameras is \$960.00 and with 10 cameras will total **\$9600.00**. The higher fee is justified for the LPR cameras as the monitoring system has the capability to zoom up to 2 miles away, with clear resolution.

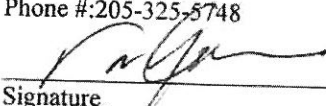
The cameras require wireless internet. Accordingly, most of the cameras will be placed on private homes with internet. The others will be located on businesses with internet. The owners will have free HD coverage of their home in exchange for allowing investigators to assist in positioning the camera so that it has the broadest coverage of the community.

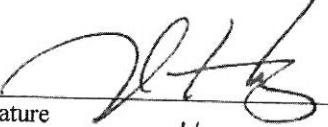
According to project NOLA most home/business owners can install the cameras without physical assistance. However, the HD LPR cameras are more complicated to install. Accordingly, we have budgeted a fee for installation of all 10 HD LPR cameras. Additionally, it is anticipated that there will be occasions where the perfect location for a camera is at the a home owner who physically will not be able to make the installation. The installation fee will cover 14 of the basic HD cameras. We have budgeted 24 installations at \$200.00 each, totaling **\$4,800.00** for installations.

Finally, supplies and signs will be purchased. We have budgeted **\$200.00** for supplies, which will include paper, pads, pens etc. Those items will be used by interns who will conduct random telephone interviews to survey whether the community's perception has changed after the introduction of the project. Additionally, 60 signs will be purchased at a \$20.00 each, totaling **\$1,200.00**. The signs will provide notice to the community that the area is under surveillance.

Budget Prepared By: Valerie Hicks Hale  
Name: John Henry, Chief Fin. Officer  
Address: 716 Richard Arrington Blvd, 2<sup>nd</sup> Fl.  
B'ham, AL 35203  
Phone #: 205-325-5748

If the budget is prepared by an individual other than the Financial Officer, the Financial Officer must sign here as approving the budget as submitted.

 7/25/19  
Signature Date  
Valerie Hale

 7/26/19  
Signature Date  
John Henry

Edward Byrne Memorial JAG Program  
Project Budget Narrative

Grant App Part 1A (Page 1 of 1)

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)

**401 Adams Avenue  
P.O. Box 5690  
Montgomery, AL 36103-5690**

**A. Personnel:**

List each individual with salary

### Fringe Benefit Computation

\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
<b>Fringe Sub-Total</b>	

**Total Personnel Expenditures \$**

**Must be itemized**

List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$650 per day/\$81.25 per hour.

**Individual Consultants and/or Contracting of Service Organizations**

\$	-
\$	-
\$	-
\$	-
\$	-
\$	-

**Total Contractual Services \$**

Transportation & associated cost of project personnel (Consultant Travel is to be include in Category B above)

**Total Travel \$**



**Alabama Department of Economic and Community Affairs**  
**Law Enforcement and Traffic Safety Division**  
 401 Adams Avenue  
 P.O. Box 5690  
 Montgomery, AL 36103-5690

Budget Page 2

**D. Operating Expenses:**

Must be itemized

Signs: Notice of surveillance cameras in operation signs: 60x \$20.00	\$	1,200.00
Subcontract Services: Installation of 24 Cameras 24 x \$200.00	\$	4,800.00
Office Supplies: Paper, Pens, Pads, etc.	\$	200.00
Monitor fee to Project NOLA for 55 HD cameras 55x \$240.00	\$	13,200.00
Monitor fee to Project NOLA for 10 HD cameras with LPR 10x \$960.00	\$	9,600.00
	\$	-
	\$	-
	\$	-
See Attachment 2 (Operating Expense)	\$	-

**Total Operating Expense** \$ **29,000.00**

**E. Equipment Purchase:**

Must be itemized

Item	Qty	Unit Price	Total Item Cost
Basic High Definition (HD)Cameras	55	\$ 150.00	\$ 8,250.00
HD Cameras with License Plate Recognition (LPR)	10	\$ 475.00	\$ 4,750.00
Surveillance Monitors	10	\$ 300.00	\$ 3,000.00
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)		\$ -	\$ -

**Equipment Purchase Total** \$ **16,000.00**

Lease or Rental Equipment	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)		\$ -	\$ -

**Lease or Rental Total** \$ **-**

**Total Equipment Expense** \$ **16,000.00**

**Total Project Cost** \$ **45,000.00**

Matching Ratio:	ADECA / LETS %	100%	ADECA / LETS Support	\$ 45,000.00
	Match %	0%	Matching Contribution	\$ -

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)



**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
 Project Narrative Description / Problem Identification

Violent Crime in three of the seven municipalities within the Bessemer Cut-off Division of the 10th Judicial Circuit of Alabama are on the increase. Citizens residing in those small underserved live with an ever increasing daily count of murders and injuries resulting from gun violence. Moreover, most of those crimes go unsolved. As a result, residents are paralyzed with fear and the underfunded law enforcement professionals are left frustrated that their limited resources render them helpless to make arrests in even the most heartbreaking of circumstances.

This proposal will outline law enforcement's challenges in Brighton, Fairfield, and Lipscomb and will provide the specific data to illustrate how the Safe Neighborhoods Grant can enhance law enforcement efforts; through the strategic placement of cameras with a monitoring service in those communities.

#### **Brighton, AL**

At the end of 2018, Brighton had 101 felony investigations opened. Currently, 62 cases are unsolved. Based on 2016 data, the violent crime rate for Brighton was higher than the national violent crime rate average by 418% and the City's property crime rate was higher than the national rate by 65.32%. (See Exhibits) Further, Brighton's violent and property crime rates are trending upward. (See Exhibits) Based on this trend Brighton's 2019 violent and property crime rates are expected to exceed the 2015 numbers. (See Exhibits)

Brighton has an estimated population of 2,801 ( U.S. Census.gov/programs-surveys/popest/data/tables.2017. html.) (Retrieved 2/24/2018). The per capita income for the city is an estimated \$11,002. About 27.2% of the population is estimated to be below the poverty line, including 38.3% of those under age 18 and 20.3% of those age 65 or over. (en.wikipedia.org/wiki/Brighton, Alabama, 7/7/2019).

Like many of its citizens, the city government of Brighton struggles financially. The municipal jail is condemned. Currently, the Brighton Police Department has three APOST certified officers. One is the Chief of Police who is paid a small amount to ensure the department meets the state's criteria of having a paid chief. The others are one fulltime paid officer and one part-time officer. There is no particular budget for the police department. Funds are appropriated if available as needed. To further compromise any opportunity for capturing felons, the Brighton Police Department does not have an officer on duty during many shifts, particularly overnight. (Report: Examination of the Law Enforcement Needs For the Cities of Brighton, Fairfield, and Lipscomb, by Jeffery Bailey, March 2019.)

#### **Fairfield**

In 2018 Fairfield had 982 felony investigations opened; of those 982 felonies 687 remain unsolved. (Report: Examination of the Law Enforcement Needs For the Cities of Brighton, Fairfield, and Lipscomb, by Jeffery Bailey, March 2019.) Additionally, Fairfield's violent crime rate in 2016 was higher than the national violent crime rate average by 127.07% and the property crime rate in Fairfield was higher than the national property crime rate average by 76.45%. Additionally, in that same year, Fairfield's violent crime and property crime rates were higher than those crime rates for the state of Alabama by 69.4% and 46.69% respectfully. (@2019 Cityrating.com-https://cityrating.com/crime-statistics). (See Exhibits)

Fairfield has an estimated population of 10,683 and is 100% urban. The estimated per capita income is \$18,221. About 24.2% of the population lives under the poverty line, including 40.5% of those under the age of 18 and 21.7% of those age 65 or over.



**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
 Project Narrative Description / Problem Identification

In 2016, Fairfield lost the largest of its two major employers, Walmart. The impact of Walmart's closing was felt most at City Hall. Walmart had been responsible for an estimated \$125,000 of sales tax revenue for the city — an estimated 33 to 40 percent of the city's total tax sales receipts (Report: Examination of the Law Enforcement Needs For the Cities of Brighton, Fairfield, and Lipscomb, by Jeffery Bailey, March 2019.)

The lost revenue has financially devastated Fairfield city government. All public transportation was terminated in July 2016 for failure to pay the bill. The water board threatened to cut off all water to public buildings, again for nonpayment of services. Additionally, the police department routinely receives delays in pay, as a result of the financial challenges of the city. Currently, Fairfield has ten APOST certified officers who are spread over three shifts. (Report: Examination of the Law Enforcement Needs For the Cities of Brighton, Fairfield, and Lipscomb, by Jeffery Bailey, March 2019.)

**Lipscomb**

In 2016, Lipscomb opened 40 felony investigations. (See Exhibits) Notwithstanding, there is no available evidence to suggest that any of those investigations have been solved. Further, Lipscomb is projected to have an estimated 98 felony investigations in 2019. (See Exhibits) To date none of those open investigations have been solved. Based on data collected over seven years, Lipscomb's crime statistics report indicate violent crime and property crime are increasing. Based on this trend, the crime rate in Lipscomb for 2019 is expected to be higher than in 2016. (See Exhibits) (<http://www.towncharts.com/Alabama/Demographics/Lipscomb-city-AL-Demographics-data.html>)

Lipscomb's violent crime rate was higher than the national average violent crime rate by 40.89%. The city's property crime rate was lower than the national average. (@2019 Cityrating.com-<https://cityrating.com/crime-stastics/>).

Lipscomb has an estimated population of 2,040. The per capita income is \$16,892.00. It is estimated that 15.1% of the population live below the poverty line, including 19.9% of those under age 18 and 22.4% of those 65 and over. (Report: Examination of the Law Enforcement Needs For the Cities of Brighton, Fairfield, and Lipscomb, by Jeffery Bailey, March 2019.)

**The Collective Consequences of the Problem**

The Police Chiefs and/or Mayors of each jurisdiction discussed herein has met with the office of Jefferson County District Attorney, Bessemer Cut-off Division regarding the heightened crime in the respective jurisdictions and the lack of resources for law enforcement. Because of the limited law enforcement presence in the community, witnesses are reluctant to provide the only information to link a suspect to a crime, for fear law enforcement will not be able to protect them from retaliation. As a result of those meetings, the District Attorney, Lynnece Washington has opened a cold case unit to assist in cases that are more than 365 days old. Additionally, at least one DA Investigator has been assigned to assist in open cases in Fairfield. Through those collaborations it was discovered that the lack of manpower to collect valuable time sensitive evidence during the first 48 hours after opening a case was the basis for much of the challenge each city has to solving felonies.

Consequently, members of the District Attorney's management team, explored options of enhanced enforcement. The most cost effective and sustainable option was determined to be a project consisting of strategically placing High Definition cameras throughout the contiguous

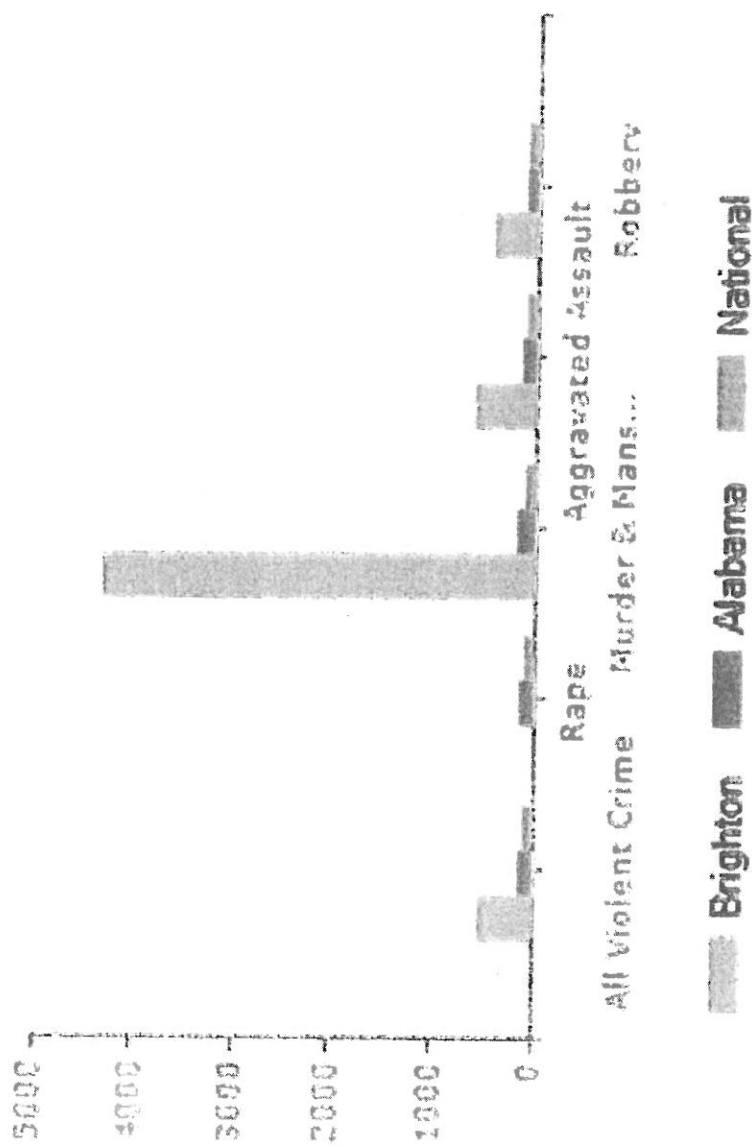
**ADECA / LETS Grant Application Part 2**  
**Edward Byrne Memorial JAG Program**  
 Project Narrative Description / Problem Identification

cities of Brighton, Fairfield, Lipscomb and Midfield (because of its proximity to the other cities. (See Exhibits) In researching the options the team traveled to the University of New Orleans, in NO, LA and spent two days interviewing and interviewing the CEO of Project NOLA, and observing Project NOLA's comprehensive surveillance camera system. At the conclusion of the meeting it was determined that the camera system utilized by Project NOLA could easily be implemented in Brighton, Fairfield, and Lipscomb.

Finally, even at the conclusion of this grant cycle, this project can be sustained for years to come for less than half of the cost of setting up the program. More importantly, it can be expanded to include more areas within the original selected locations. In other words these funds will have the potential to impact the problem long after the grant has ended.



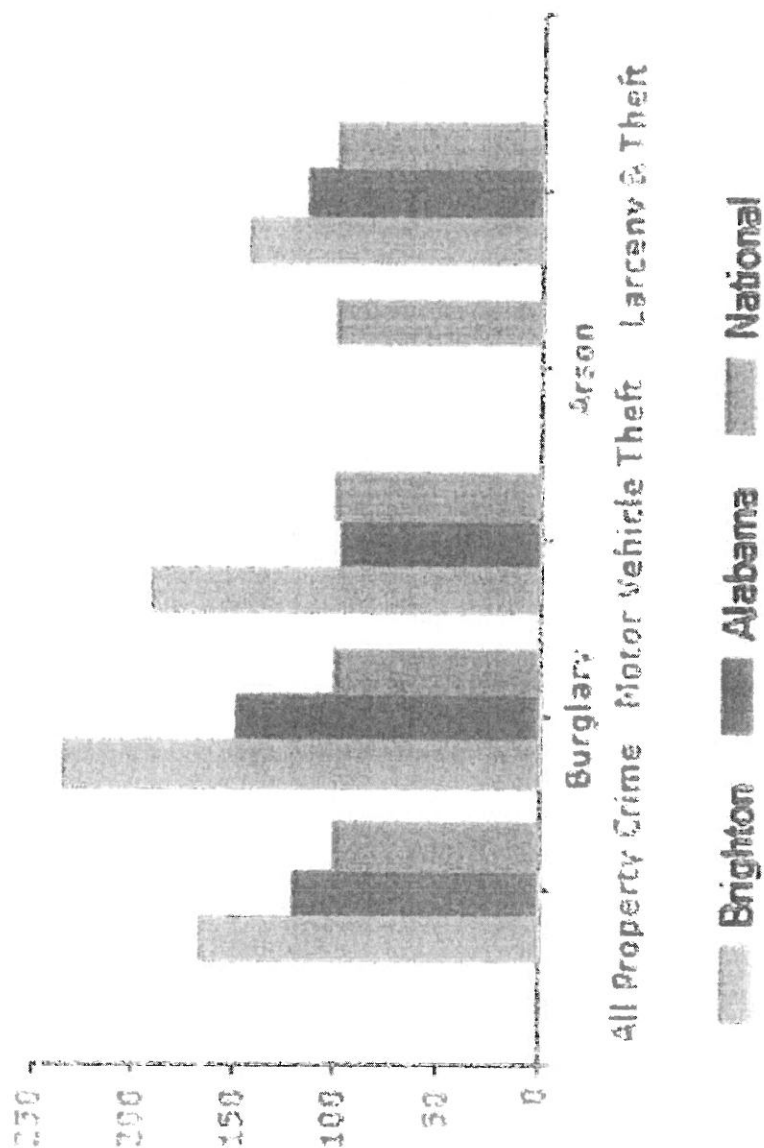
## 2015 Brighton Violent Crime Comparison



Compared to U.S. average. (U.S. average equals 100)

© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

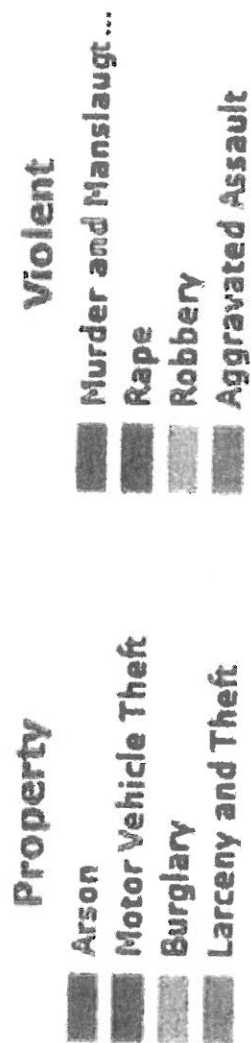
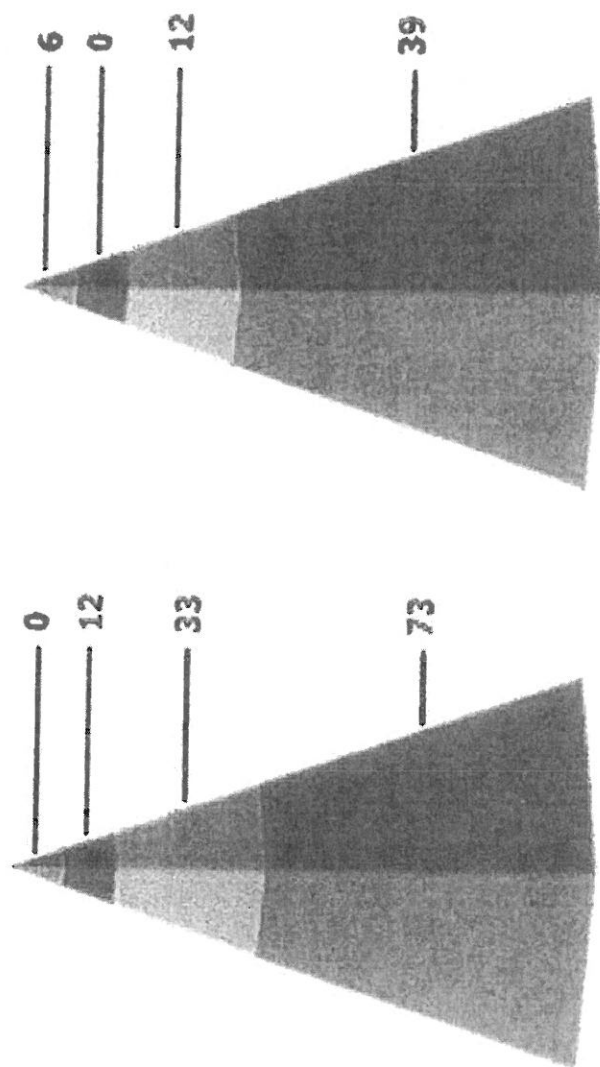
## 2015 Brighton Property Crime Comparison



Compared to U.S. average. (U.S. average equals 100)

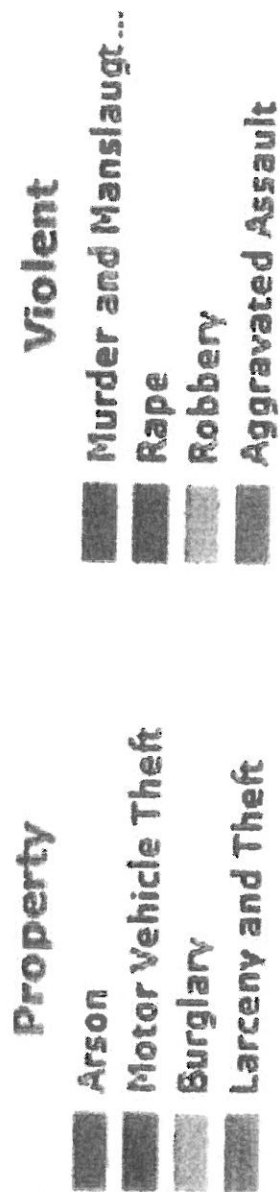
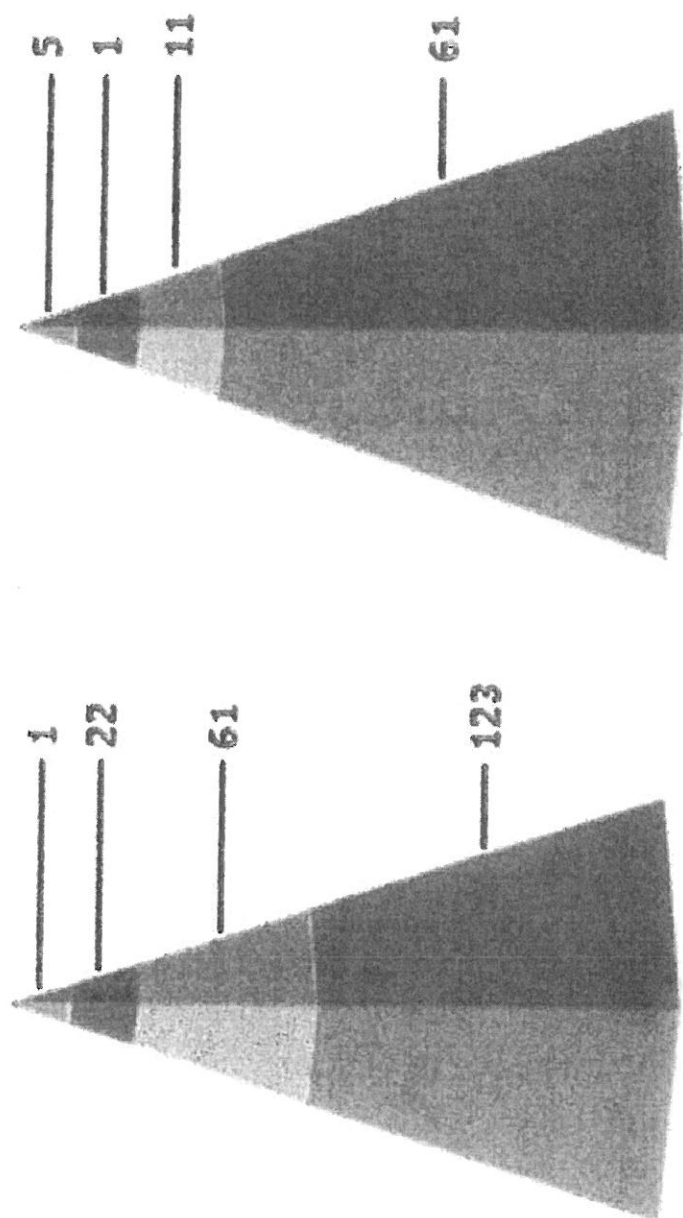
© 2015 CityRating.com - <http://www.cityrating.com/crime-statistics>

# Brighton 2015 Crime



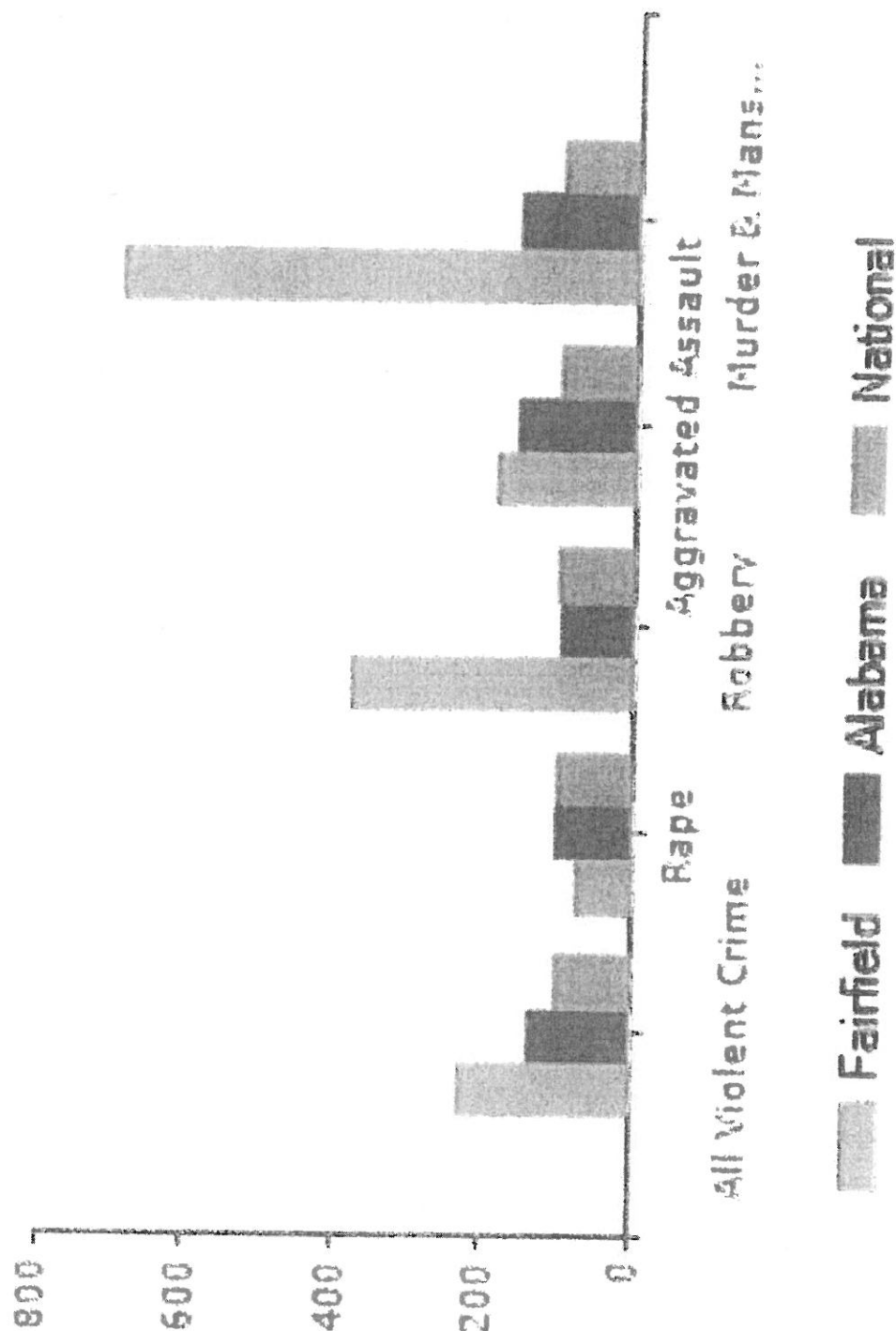
© 2019 CityRating.com - <http://www.cityrating.com/crime-statistics>

# Brighton 2019 Crime (Projected)



© 2019 City of Brighton - <http://www.cityofbrighton.com/crime-statistics>

## 2016 Fairfield Violent Crime Comparison

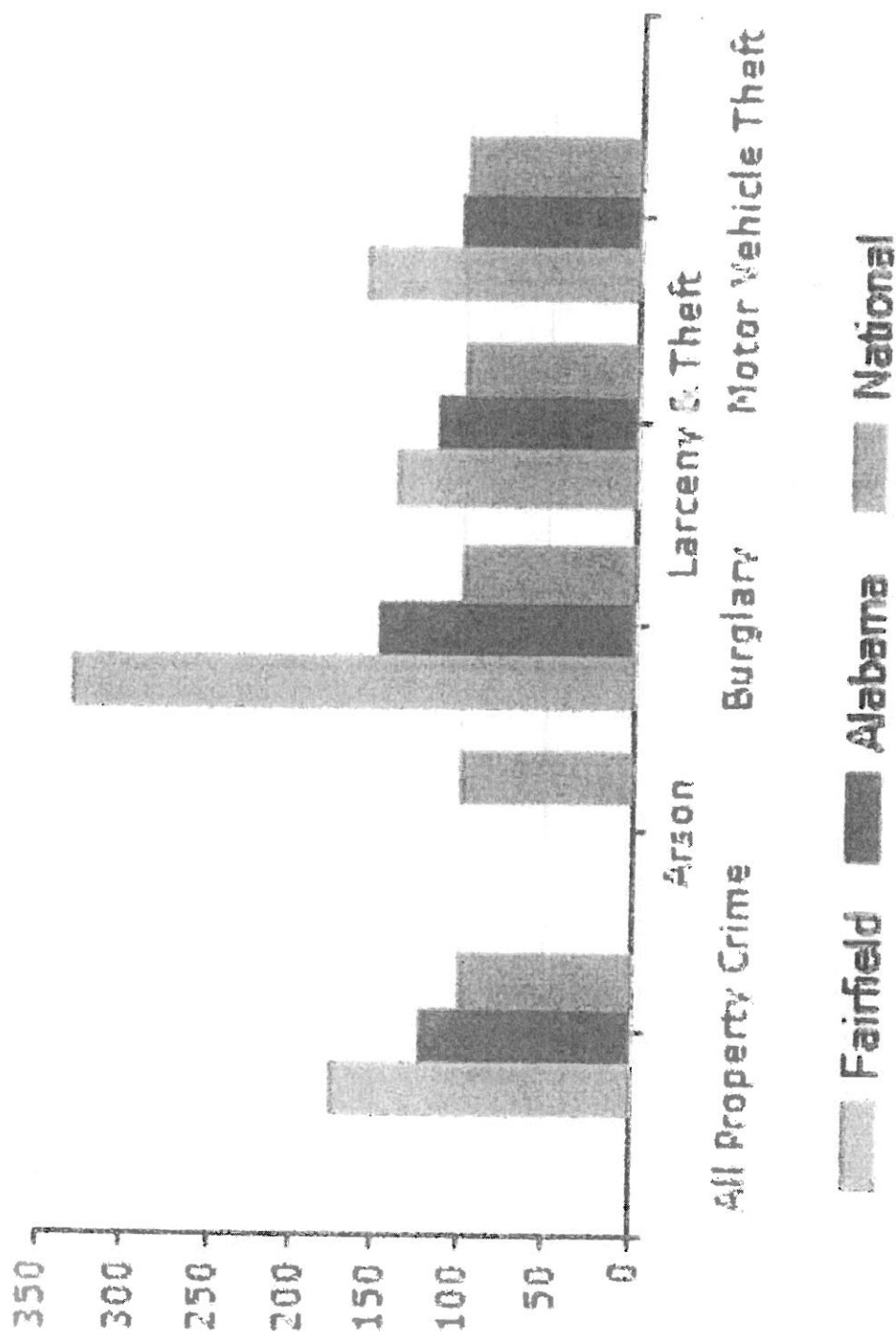


Compared to U.S. average. (U.S. average equals 100)

© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>



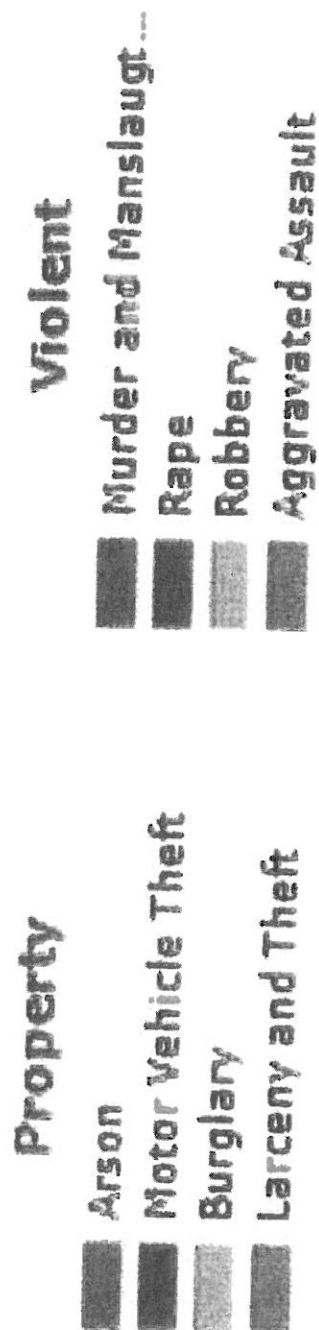
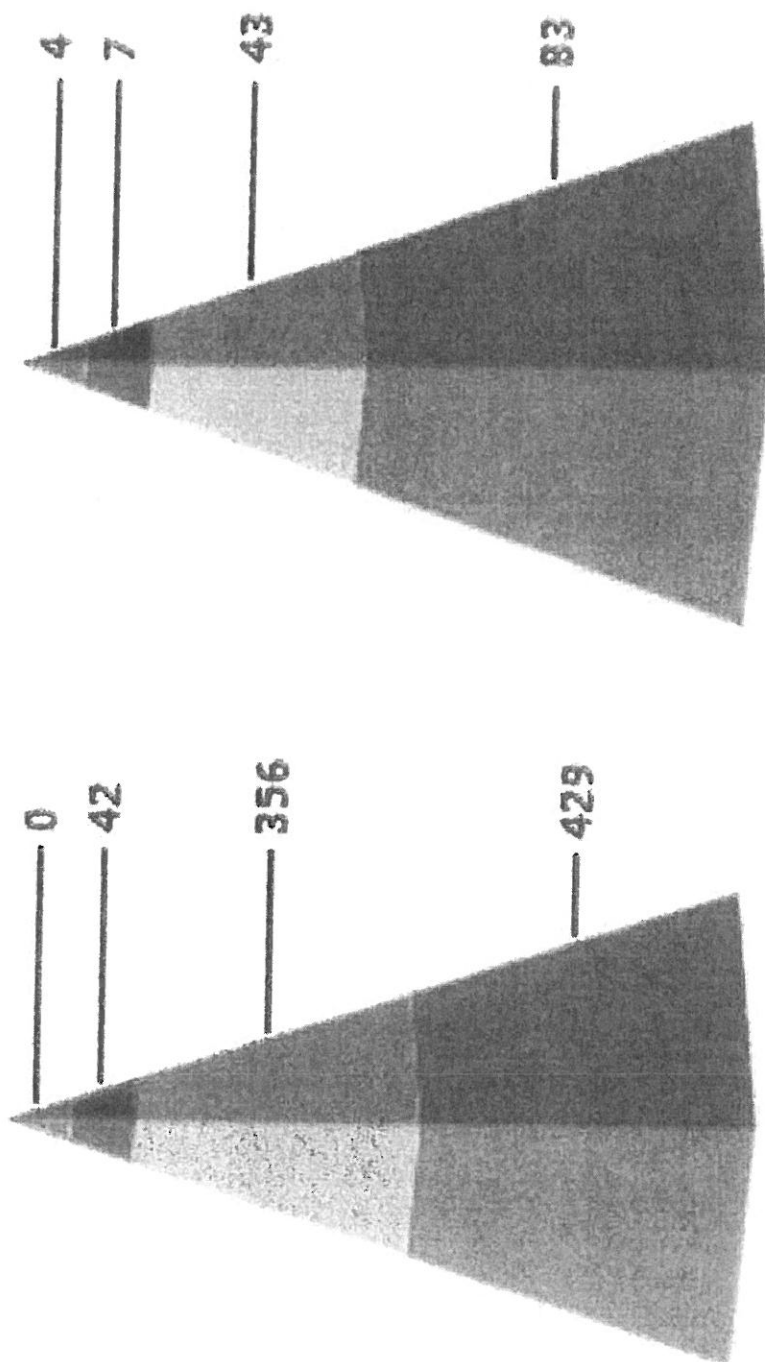
## 2016 Fairfield Property Crime Comparison



Compared to U.S. average. (U.S. average equals 100)

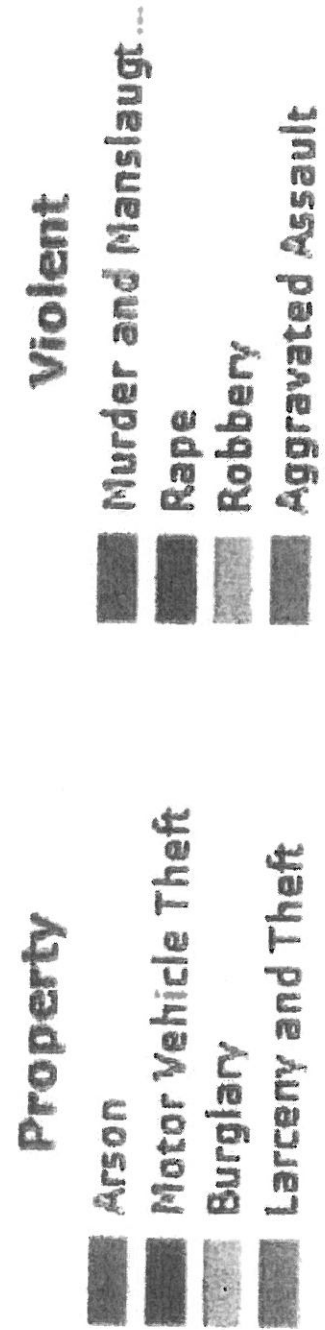
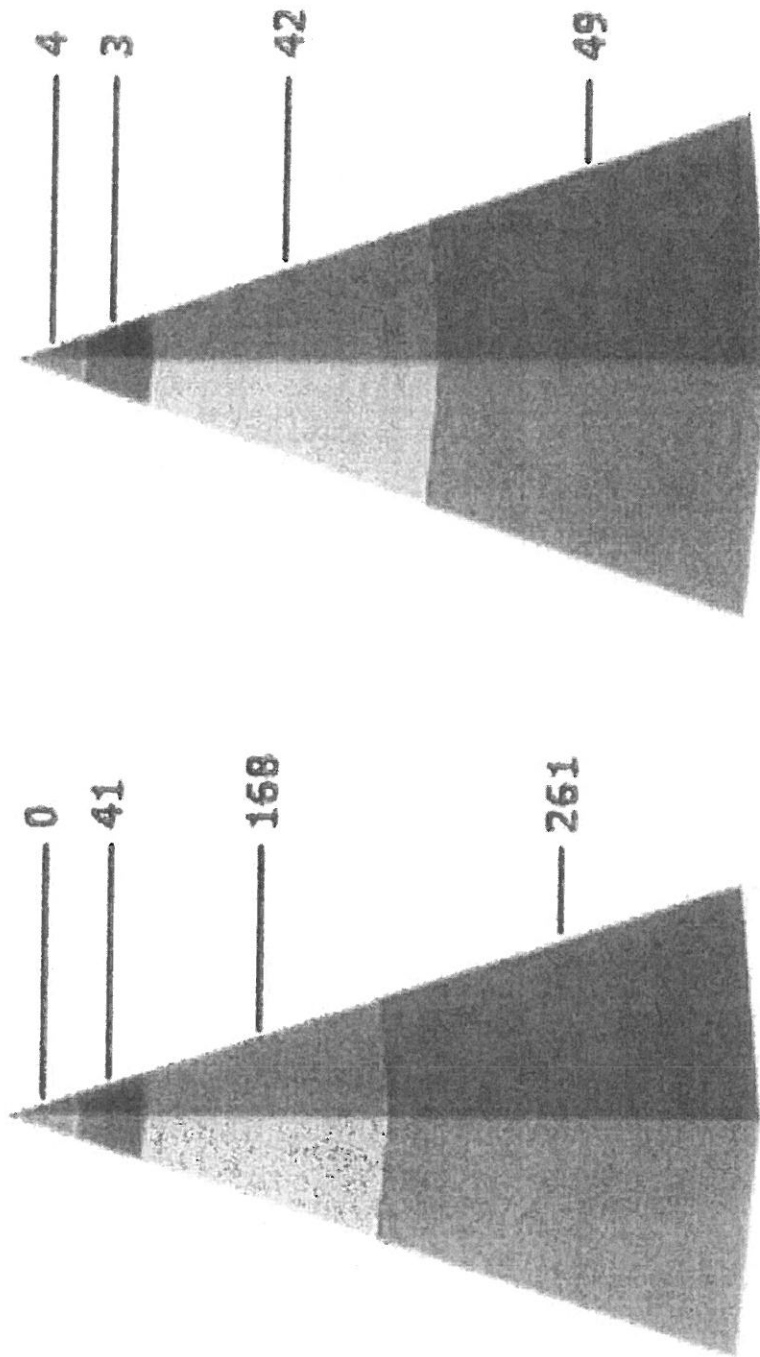
© 2018 CityRating.com - <https://www.cityrating.com/crime-statistics>

# Fairfield 2019 Crime (Projected)



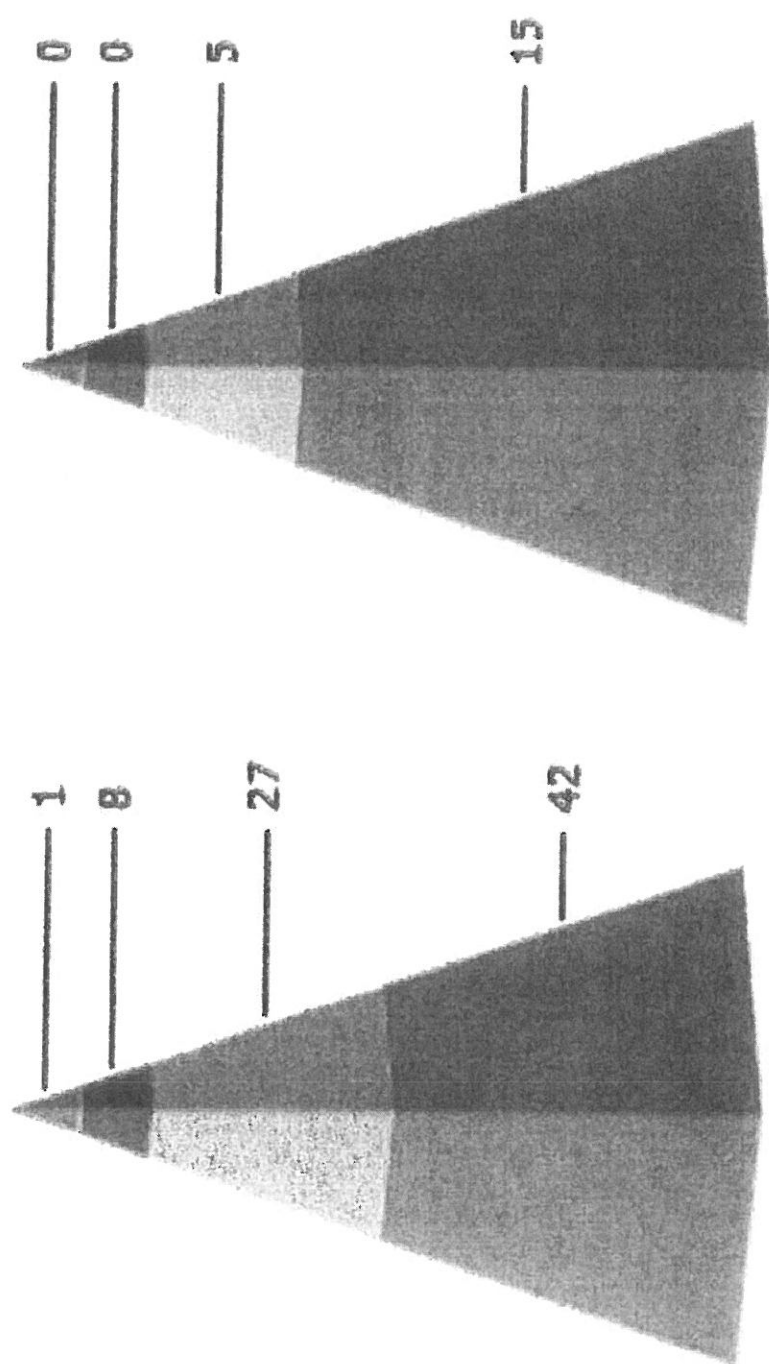
© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

# Fairfield 2016 Crime



© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

# Lipscomb 2019 Crime (Projected)



- Property**

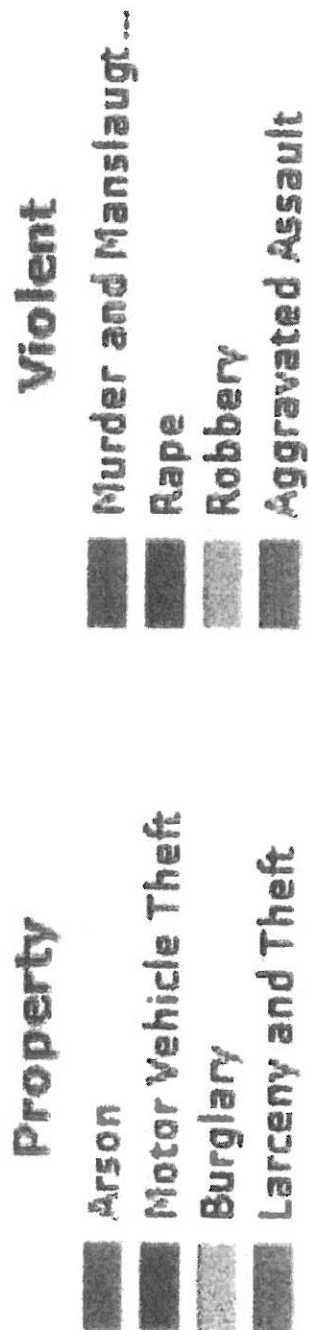
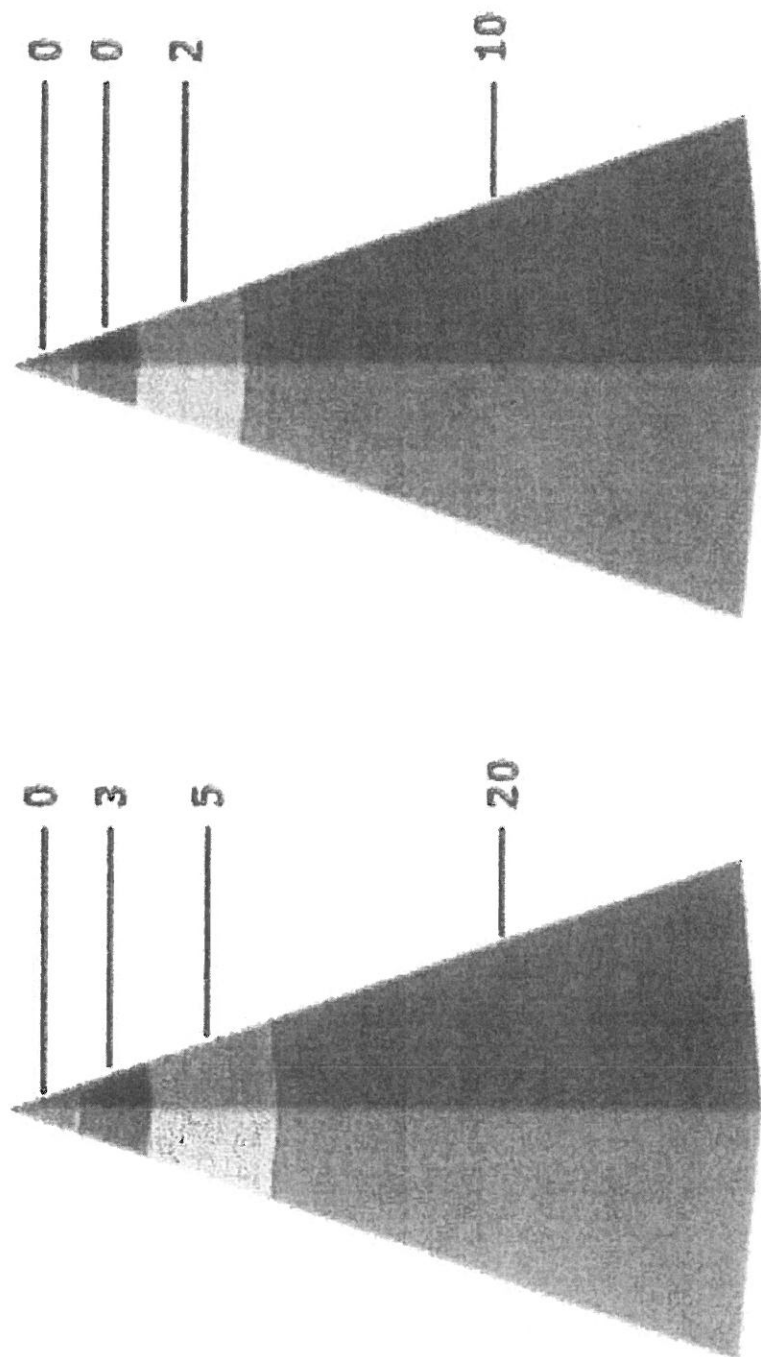
  - Arson
  - Motor Vehicle Theft
  - Burglary
  - Larceny and Theft
- Violent**

  - Murder and Manslaughter
  - Rape
  - Robbery
  - Aggravated Assault

© 2019 CityRating.com - <http://www.cityrating.com/crime-3191313>



# Lipscomb 2016 Crime



© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>



## PROJECT SAFE NEIGHBORHOODS GRANT

## LETTER OF SUPPORT

## TO WHOM IT MAY CONCERN:

As Police Officials for the Cities of Lipscomb, Brighton, Midfield and Fairfield, Alabama, we wish to express our support for Project Safe Neighborhoods Grant that the Jefferson County District Attorney's Office, Bessemer Cutoff Division is pursuing to obtain crime cameras in our communities.

The aforementioned cities have recently experienced an acute rise in violent deaths with the use of firearms and have experienced an upward surge in property crimes within the neighboring communities of Lipscomb, Brighton, Midfield and Fairfield. Each city is small in residential population, but share close proximity in jurisdictional boundary lines.

Due to dire economic sustainability of our city, we are under resourced in the number of available police officers to assist in our fight of combatting crime.

When violent and property crimes are committed within our city, fleeing offenders will travel through the named adjoining cities to avoid police apprehension and arrest. Often time identification and arrest of those suspects are unattainable as result of the minimal number of police officers available to patrol neighborhoods and the lack of resources to gather intelligence in connection to the committed crimes.

Accordingly, we are in full support of the Jefferson County Bessemer Cutoff District Attorney's Office in its effort to acquire the Project Safe Neighborhoods Grant for strategic placement of cameras and monitoring of our jurisdictions, and hope that they are provided grant approval for reasons herein stated.

Sincerely,

City of Lipscomb:

Maneshah Moses  
NAME

Chief of Police  
TITLE

7-25-19  
DATE

City of Brighton:

Kenneth Host  
NAME

Captain of Police  
TITLE

7-25-19  
DATE

City of Midfield:

  
NAMELieutenant  
TITLE7-25-19  
DATE

City of Fairfield:

  
NAMEChief of Police  
TITLE7-25-2019  
DATE

State of Alabama  
Department of Economic and Community Affairs  
Law Enforcement / Traffic Safety Division

**Equal Employment Opportunity Program Certification**

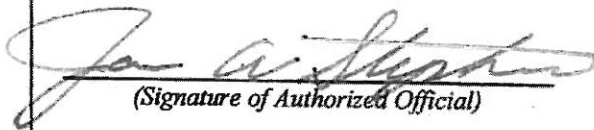
I, James A. Stephens (Authorized Official), certified that the Applicant/Subgrantee

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: Loren Oliver

Title: Receiver

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

  
(Signature of Authorized Official)

7/25/19  
(Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below certification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I, \_\_\_\_\_ (Authorized Official), certify that the Applicant/Subgrantee

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Date)

**ADECA / LETS Grant Application Part 3**  
**Edward Byrne Memorial JAG Program**  
Project Goals and Objectives

The major goals for this project are to 1) enhance law enforcement efforts by integrating technology with man power and intel; 2) enhance the residents' confidence in the safety of their community. To achieve these goals we will employ the following objectives:

**Enhancing Law Enforcement's Efforts**

Much of law enforcement's frustration is with the lack of credible leads in felonies committed in the targeted jurisdictions. Accordingly, the objective of this program is to increase the number of credible leads to law enforcement by 40%. Additionally, we anticipate the increase in viable leads should lead to an increase in the number of arrests by 25%.

**Residents' Confidence in Community Safety**

The residents in the targeted jurisdictions have communicated that they feel unsafe in their communities. They are afraid to sit on their porches or allow their children to play in the yards. Accordingly, the objective here is to reduce criminal activity in the targeted areas by 25%.



**ADECA / LETS Grant Application Part 4**  
**Edward Byrne Memorial JAG Program**  
 Project Methods and Procedures

This project's success is enhanced by the fact that it has the commitment of the community residents and business, local law enforcement, the district attorney's office and organization with proven track record for enhancing law enforcement and reducing crime in high crime areas. The DA's office will coordinate the program, working with both law enforcement and the community participants.

Local residents are eager to participate in this program. Accordingly, they are willing to allow placement of cameras on their homes, as directed by law enforcement, to record activity in that immediate area. The cameras are of no charge to the residents and will cover their home as well as the surrounding area. In exchange for the use of the camera the resident agrees to maintain internet wifi service, through which the cameras transmit recordings. Additionally, the residents will agree to leave the cameras in place should they move. The same agreement will be made with businesses who participate in the program. In some instances the cameras will be placed on public facilities or structures where there is public wifi.

Once the agreements have been signed the cameras will be purchased from Project NOLA. Law enforcement, the DA's office and Project NOLA will collaborate as to the optimal placement of each of the 55 HD cameras and 10 HD LPR cameras. Simultaneously, the DA's office will set up the monitors in a designated space used exclusively for monitoring cameras. The DA's monitors will be used as an investigative tool for law enforcement regarding specific types of criminal activity or surveillance of specific suspects or gangs.

Project NOLA will monitor for real-time identification of witnesses and notification of crimes in progress. There is no expectation that the cameras/monitors will capture every crime in real time. However, Project NOLA's system has the capability of pulling video from a specific date, time and address for the purpose of review. Further, the LPR camera not only capture license plates it can zoom on to a subject or area for up to two miles a way. It can capture high quality images in the dark for up to two blocks away. Once the requested footage is retrieved, Project NOLA can forward the same to the DAs system, where law enforcement will have access. There is an additional benefit to the LPR camera. Any license plate attached to a vehicle reported stolen is captured and transmitted to the reporting jurisdiction, making it more likely that the assailant will be capture and the car recovered.

As stated in the problem narrative, the targeted cities are Brighton, Fairfield and Lipscomb. However, because of its proximity the City of Midfield has agreed to participate in the program. (see Attached) By placing cameras in Midfield, suspects who flee one have a greater chance of being capture, as the cities are all connected.



**ADECA / LETS Grant Application Part 5**  
**Edward Byrne Memorial JAG Program**  
 Project Evaluation Criteria

The success of this program will be measured by statistics and surveys.

### **Statistical Measurements**

Starting 30 days after the cameras are installed, Brighton, Fairfield and Lipscomb will provide monthly reports with the following data:

- Number of credible leads and/or witnesses categorized by cases within the surveillance areas and cases outside those areas.
  - This provides evidence regarding the effectiveness of the cameras in capturing witnesses and leads
- Number of cases with arrests categorized by cases within the surveillance areas and cases outside those areas.
  - This provides evidence regarding the effectiveness of the cameras in making arrests.
- The Number of cases in the surveillance areas that are 365 days or older with leads and/or new witnesses.
  - This provides evidence regarding the effectiveness of the cameras as an investigative tool.
- Number of calls for criminal activity categorized by cases within the surveillance area and cases outside those areas.
  - This provides evidence as to the effectiveness of the cameras as a deterrent to crime.

### **Surveys**

Interns within the DA's office will conduct personal and/or telephone surveys with residents, business owners and patrons within the surveillance area to determine their impression regarding the safety of the community before and after the implementation of the cameras. The surveys will be conducted at the three, six and twelve month stage of the project.

## OFFICE OF THE DISTRICT ATTORNEY



**Chief Assistant**  
Valerie Hicks Powe

**Deputy Chief Assistant**  
Raymond (Doug) Burns

**Assistant District Attorneys**

James D. Butler  
William R. North  
LeAnna C. Huddleston  
David Michaels  
Michelle M. Kizziah  
Lane K. Tolbert  
Shawnte' M. Lee  
Adrienne Ward Belcher  
Matthew A. Reynolds  
Minnie Tunstall  
Jameson Brent Butler  
Chuantae Brown

**LYNNEICE O. WASHINGTON**  
**DISTRICT ATTORNEY**

TENTH JUDICIAL CIRCUIT - BESSEMER DIVISION  
BESSEMER JUSTICE CENTER, ROOM 110  
1851 SECOND AVENUE NORTH SUITE 110, BESSEMER, AL 35020-4907  
TELEPHONE (205) 497-8610 FAX (205) 497-8603

**Administrative Assistant**  
Elaine Holifield

**Chief D.A. Investigator**  
Curtis Williams

**D.A. Investigator**  
Sonya Kennedy  
Chris Anderson

**Worthless Check Unit**  
(205) 497-8640

**Check Unit Investigators**  
A.G. (Andy) Bellanca  
Don Lundy  
Kevin McClain  
Cliff Vasser  
Frank Easterling

**Project Safe Neighborhoods Proposal**

Submitted by: Jefferson County: District Attorney's Office Bessemer  
Cut-off Division

Date: July 26, 2019

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)

## OFFICE OF THE DISTRICT ATTORNEY



**Chief Assistant**  
Valerie Hicks Powe

**Deputy Chief Assistant**  
Raymond (Doug) Burns

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A.G. (Andy) Bellanca  
Don Lundy  
Kevin McClain  
Cliff Vasser  
Frank Easterling

July 30, 2019

ADECA-LETS Division  
%Brian Forester  
P.O. Box 5690  
Montgomery, AL 36103

Re: Attachments for Project Safe Neighborhoods

Dear Mr. Forester:

Enclosed please find three sets of attachments for the grant proposal submitted by Jefferson County, AL via the District Attorney's Office; Bessemer Cut-off Division. The proposal was hand delivered on the afternoon of July 26, 2019. The undersigned is uncertain as to whether the attachments were included with the proposal. Accordingly, out of an abundance of caution I am submitting attachments for your consideration, which may or may not have been included with the original submission.

Please accept my sincere apology for any inconvenience this may have created. Additionally, I thank you in advance for your consideration.

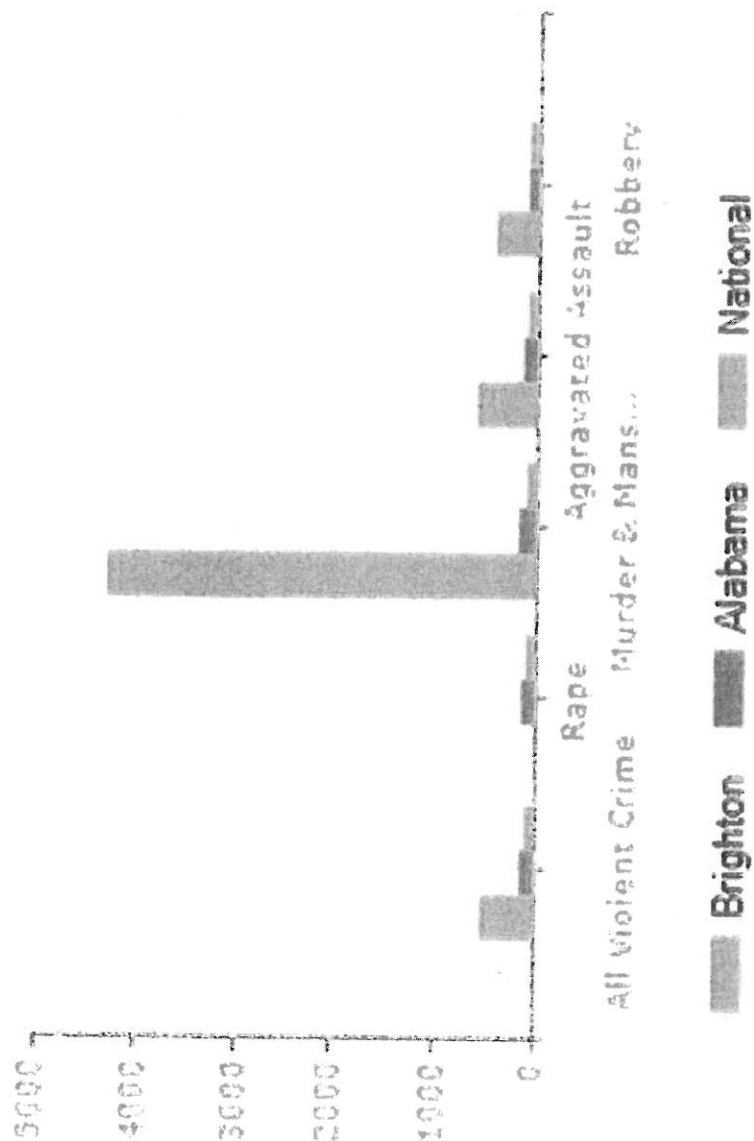
Sincerely,

Valerie Hicks Powe,  
Chief Assistant District Attorney  
Jefferson County, Bessemer Cut-off Division



Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)

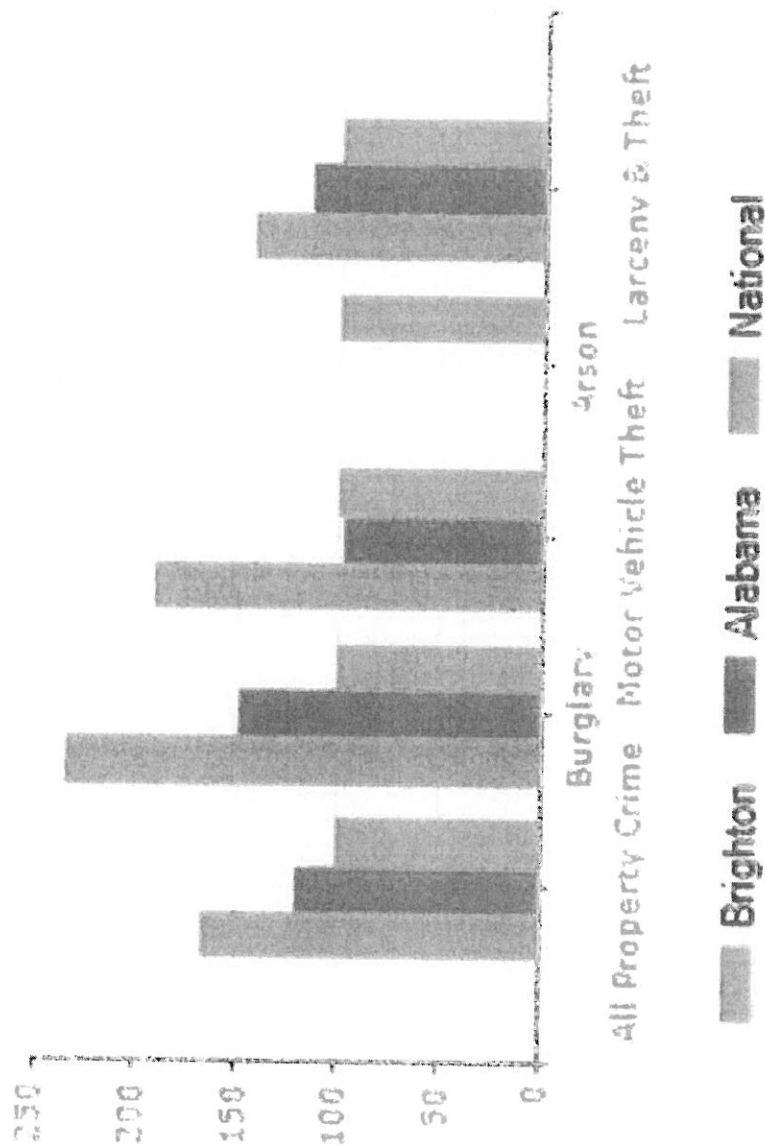
## 2015 Brighton Violent Crime Comparison



Compared to U.S. average. (U.S. average equals 100)

© 2019 CityRating.com - Rape - 0.0% comparing with crime statistics

## 2015 Brighton Property Crime Comparison

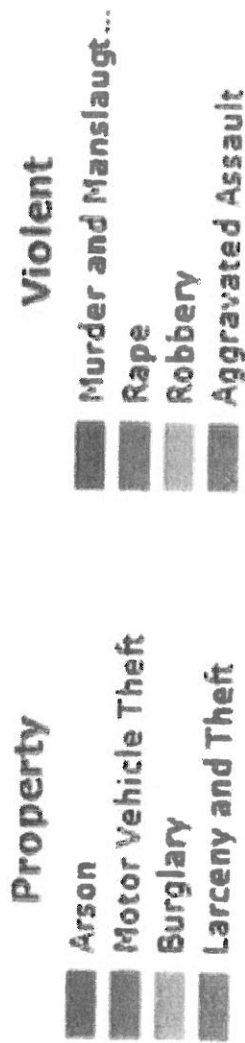
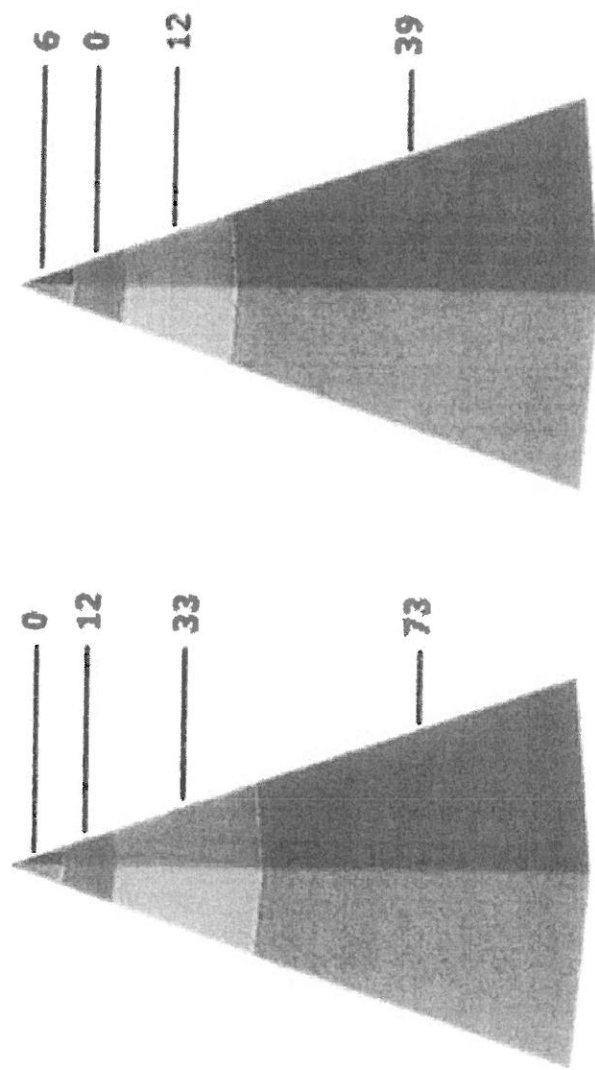


Compared to U.S. average. (U.S. average equals 100)

© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

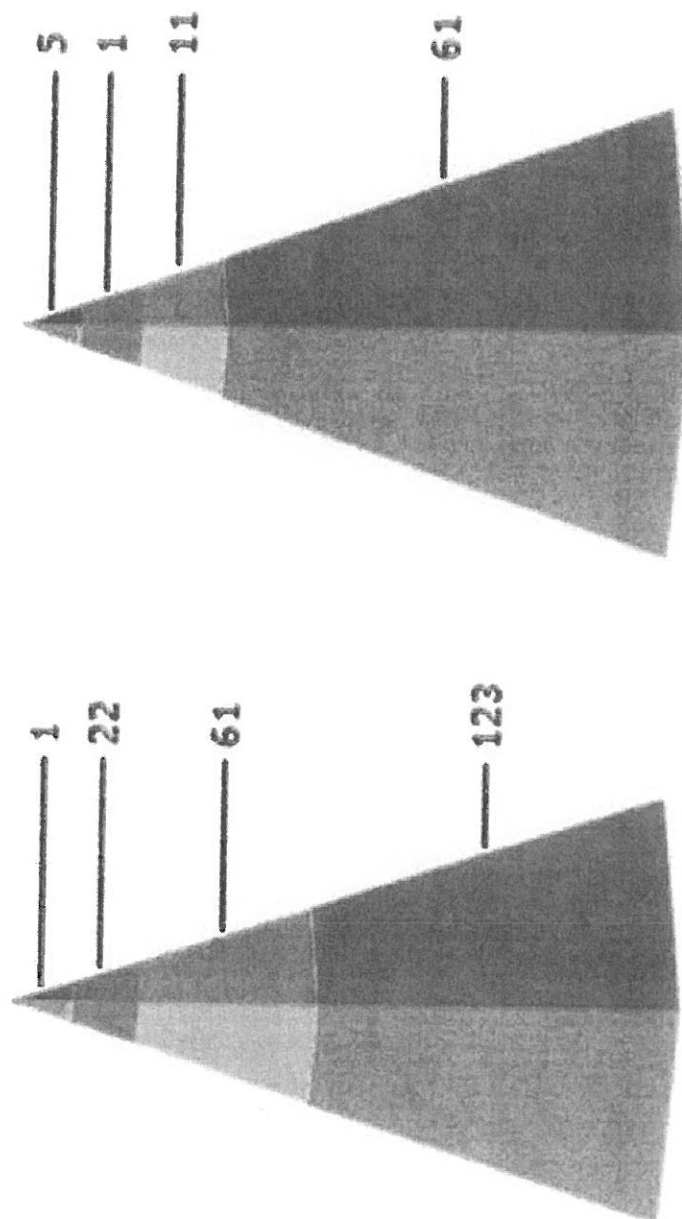


# Brighton 2015 Crime



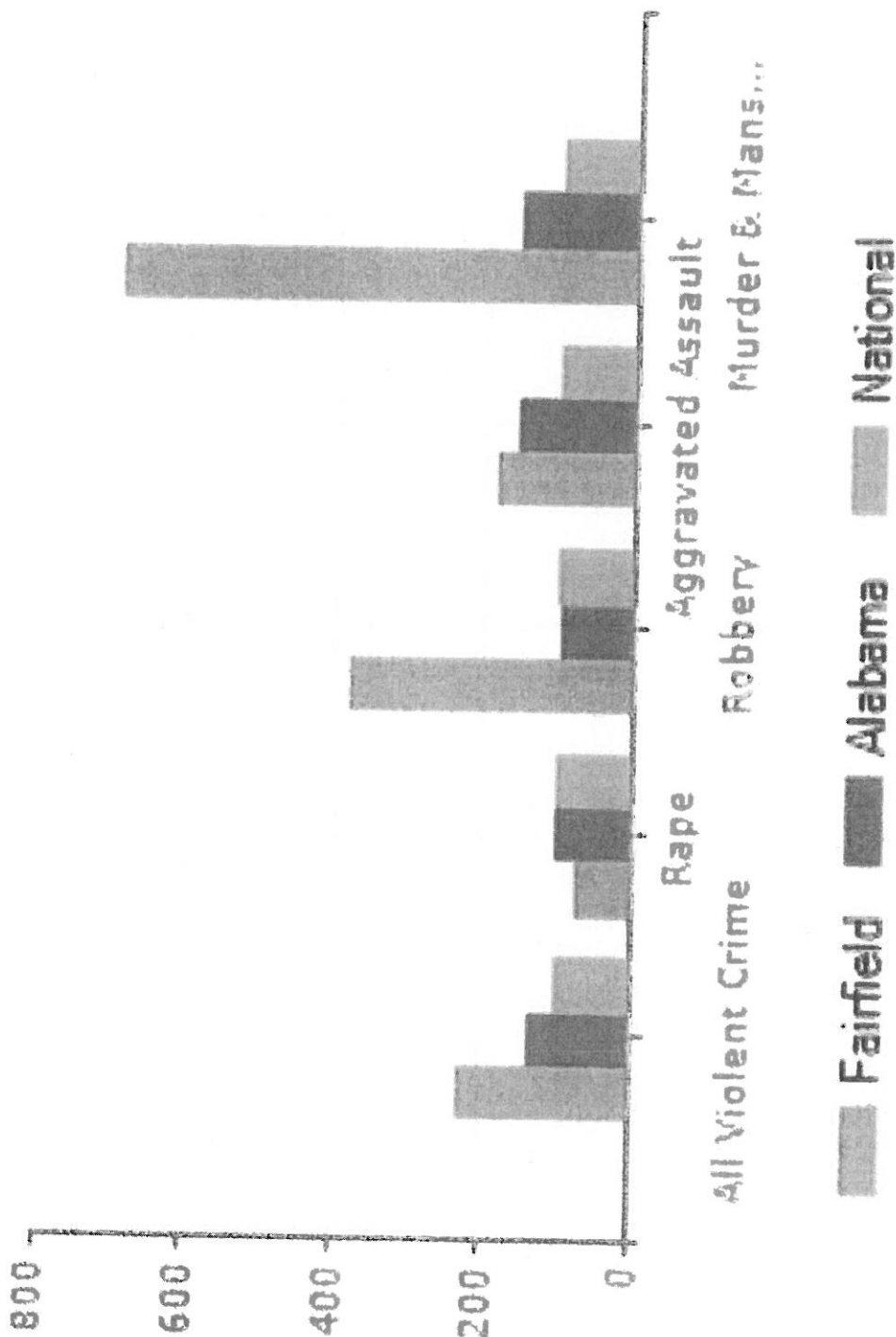
© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

# Brighton 2019 Crime (Projected)



© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

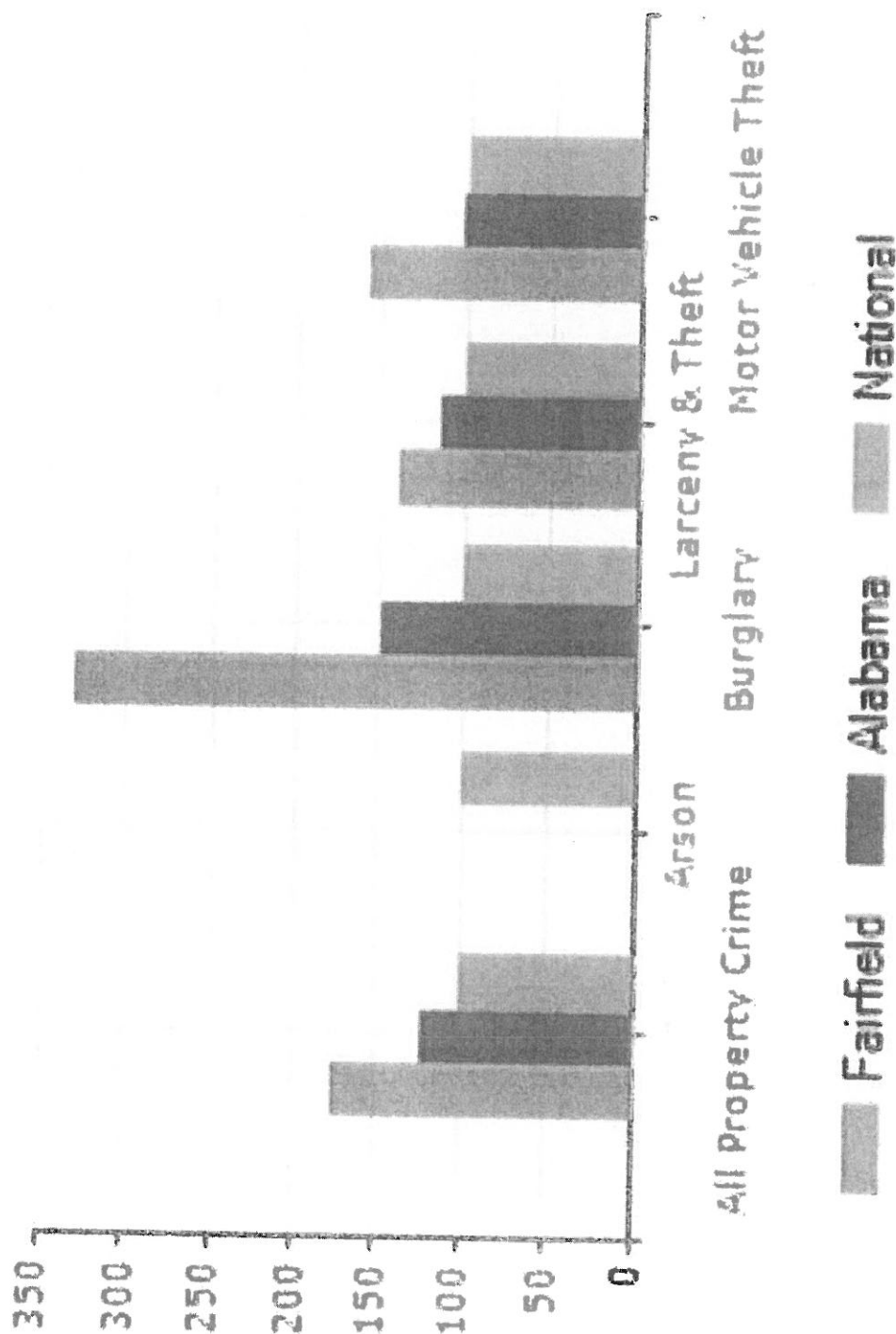
## 2016 Fairfield Violent Crime Comparison



Compared to U.S. average. (U.S. average equals 100)

© 2016 CityRating.com - <https://www.cityrating.com/crime-statistics>

## 2016 Fairfield Property Crime Comparison

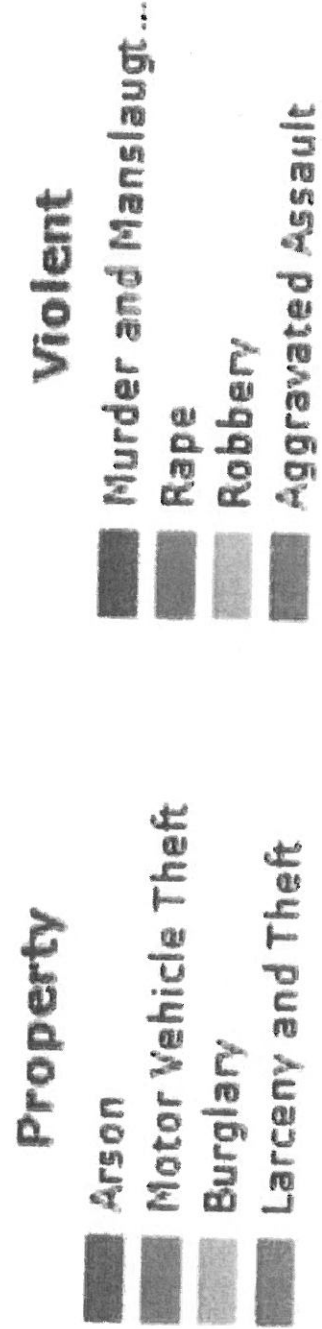
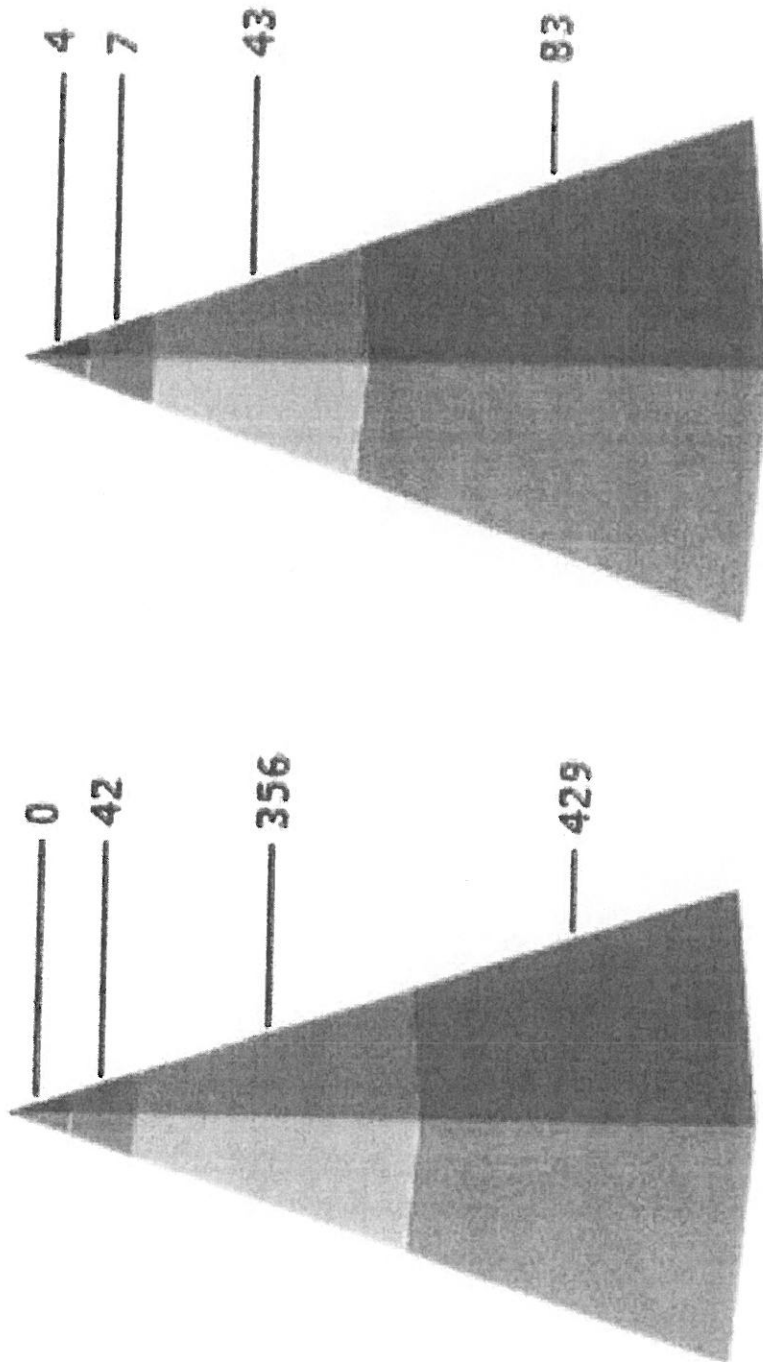


Compared to U.S. average. (U.S. average equals 100)

© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

Attachment: 7371 ADECA Project Safe Neighborhoods Signed 7-25-2019 (7371 : ADECA Project Operation Python Phase II Grant)

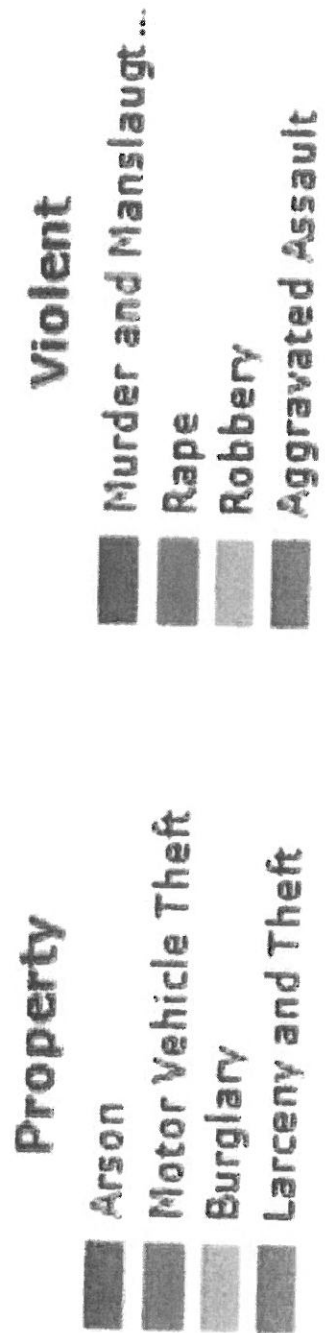
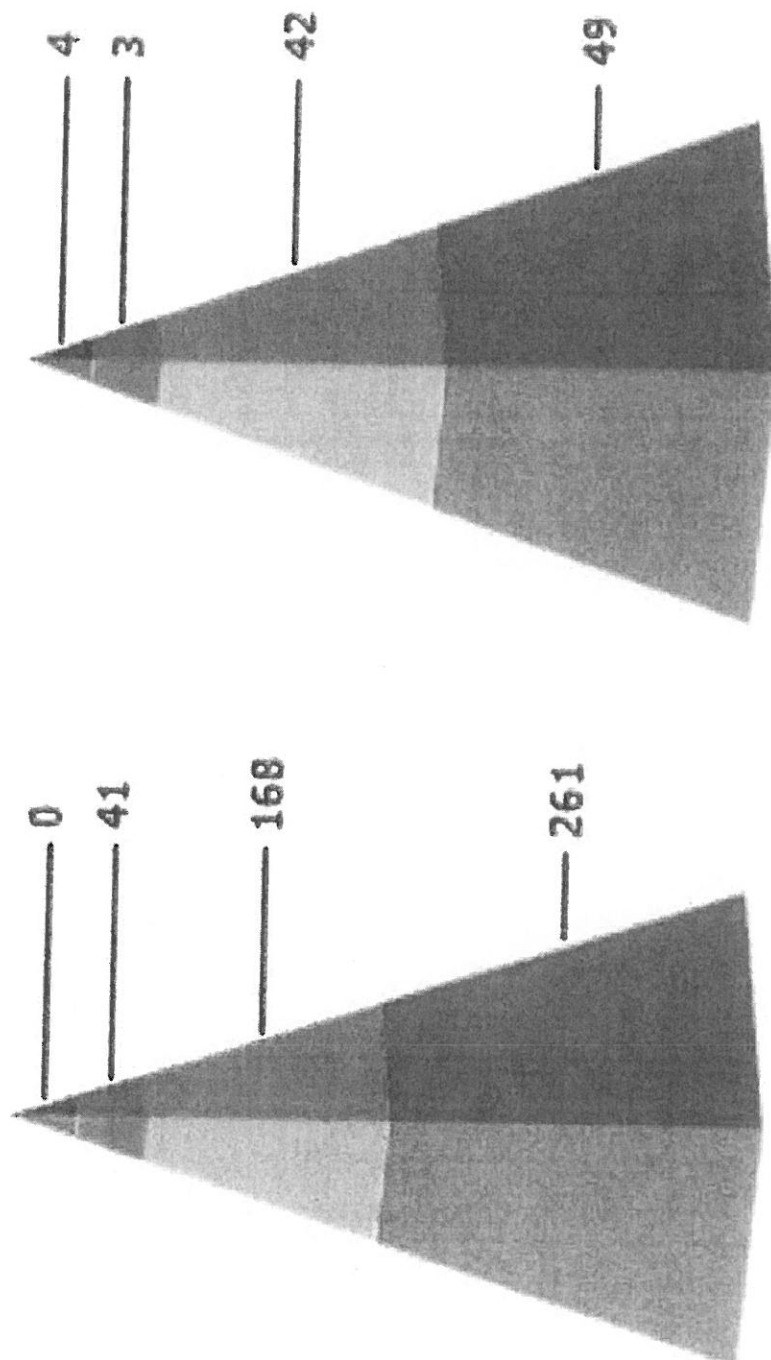
# Fairfield 2019 Crime (Projected)



© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics>

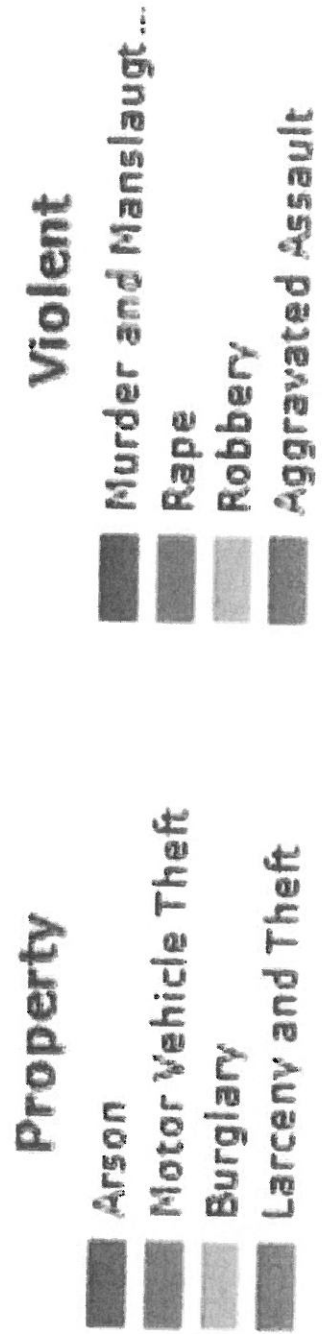
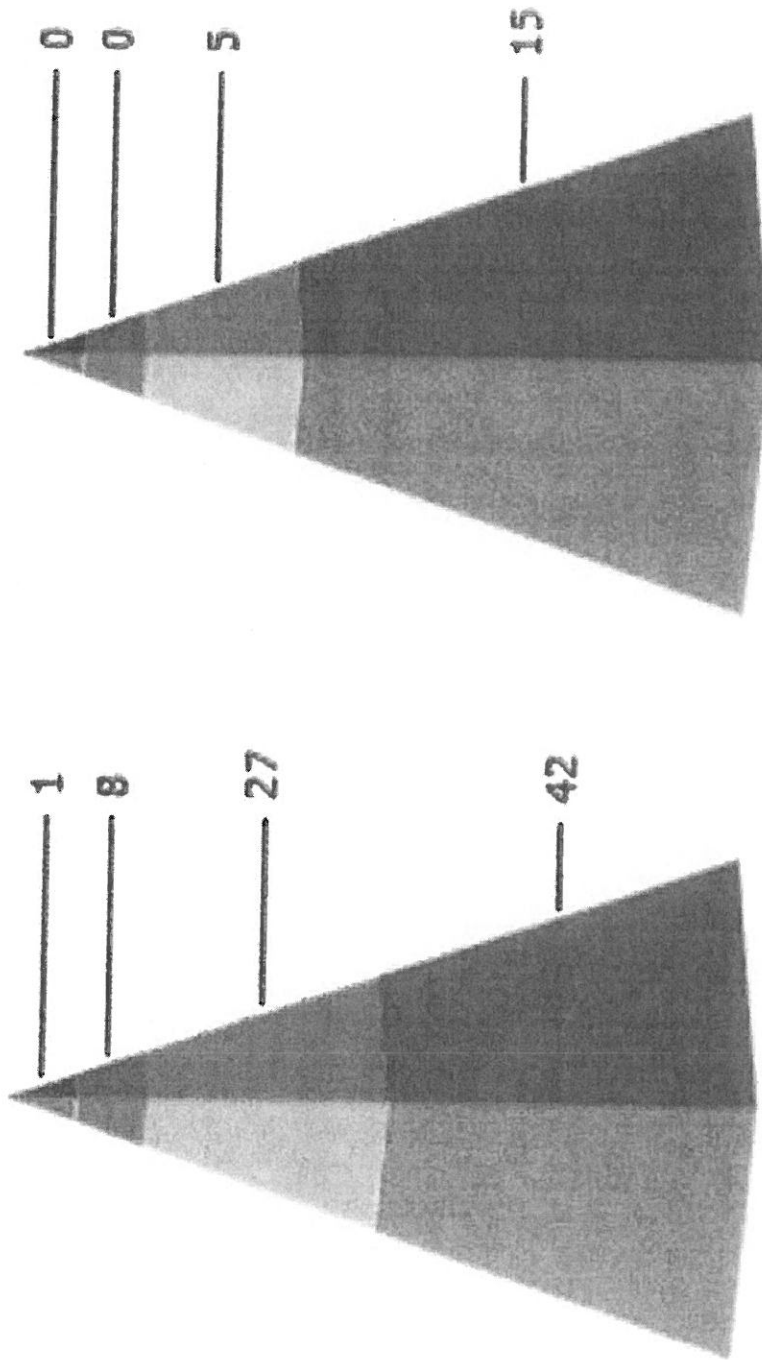


# Fairfield 2016 Crime



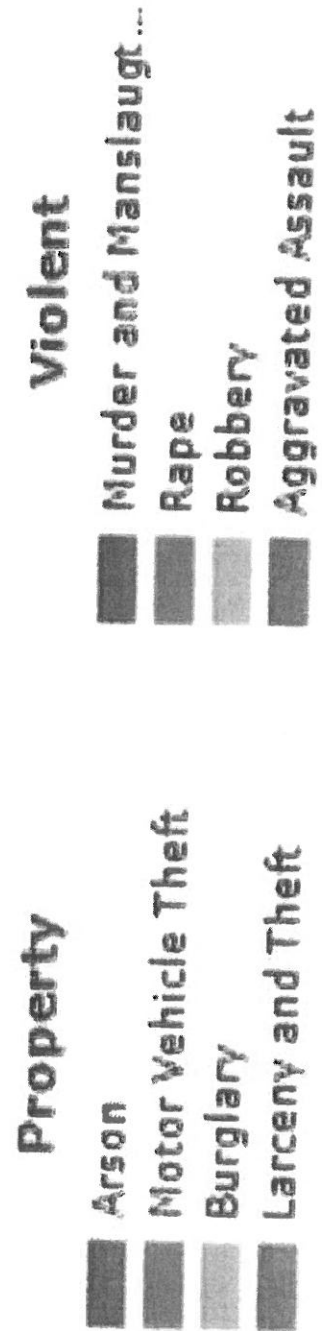
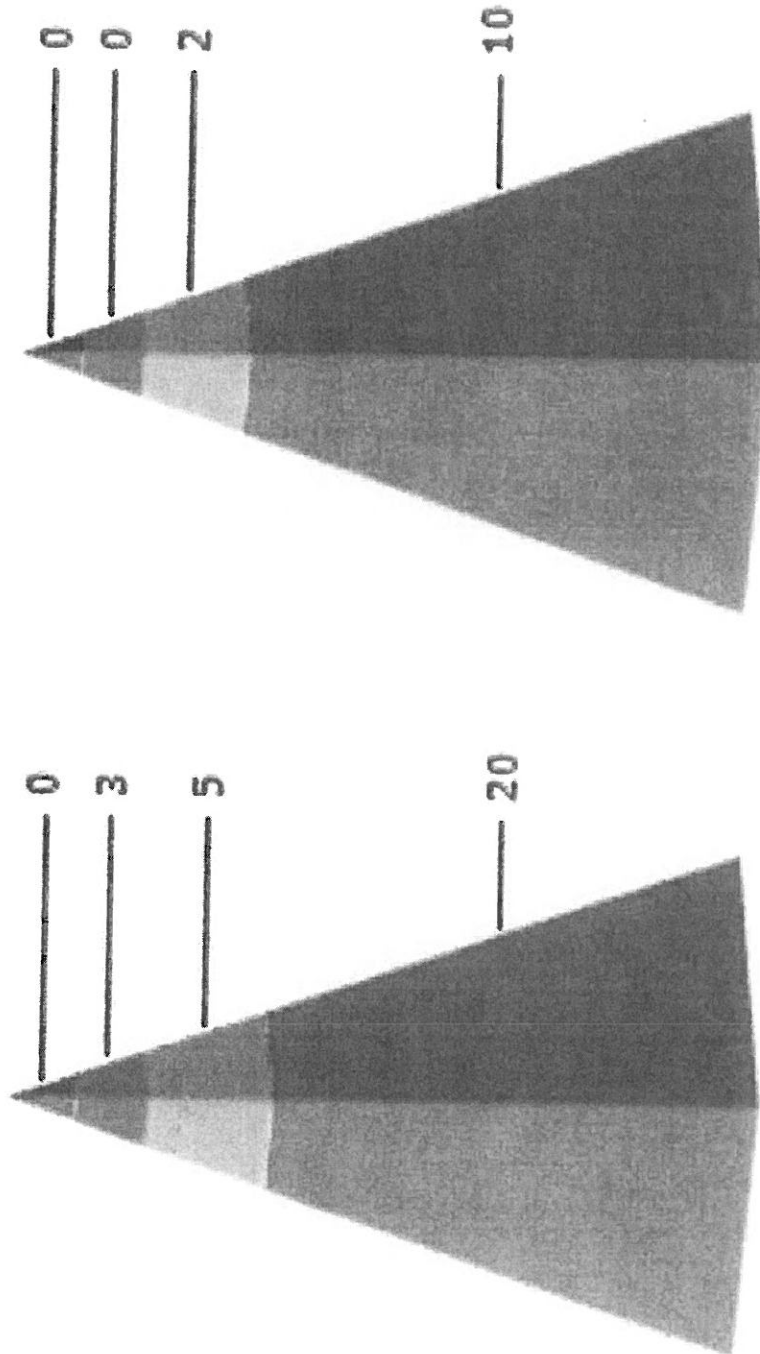
© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics/>

# Lipscomb 2019 Crime (Projected)

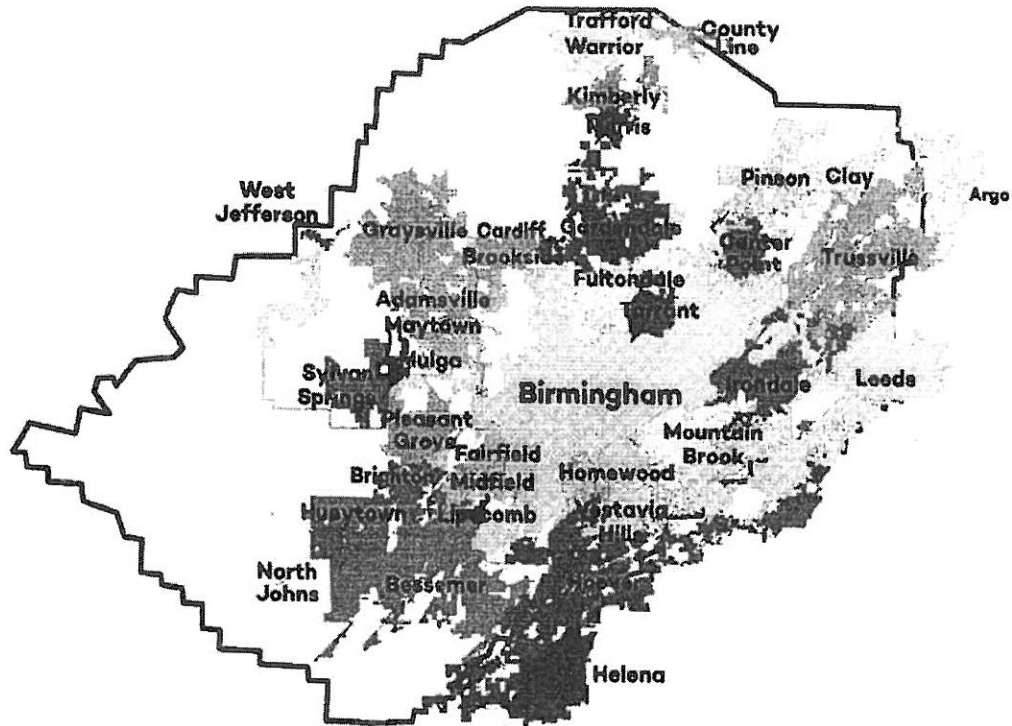


© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics/>

# Lipscomb 2016 Crime



© 2019 CityRating.com - <https://www.cityrating.com/crime-statistics/>





## PROJECT SAFE NEIGHBORHOODS GRANT

## LETTER OF SUPPORT

## TO WHOM IT MAY CONCERN:

As Police Officials for the Cities of Lipscomb, Brighton, Midfield and Fairfield, Alabama, we wish to express our support for Project Safe Neighborhoods Grant that the Jefferson County District Attorney's Office, Bessemer Cutoff Division is pursuing to obtain crime cameras in our communities.

The aforementioned cities have recently experienced an acute rise in violent deaths with the use of firearms and have experienced an upward surge in property crimes within the neighboring communities of Lipscomb, Brighton, Midfield and Fairfield. Each city is small in residential population, but share close proximity in jurisdictional boundary lines.

Due to dire economic sustainability of our city, we are under resourced in the number of available police officers to assist in our fight of combatting crime.

When violent and property crimes are committed within our city, fleeing offenders will travel through the named adjoining cities to avoid police apprehension and arrest. Often time identification and arrest of those suspects are unattainable as result of the minimal number of police officers available to patrol neighborhoods and the lack of resources to gather intelligence in connection to the committed crimes.

Accordingly, we are in full support of the Jefferson County Bessemer Cutoff District Attorney's Office in its effort to acquire the Project Safe Neighborhoods Grant for strategic placement of cameras and monitoring of our jurisdictions, and hope that they are provided grant approval for reasons herein stated.

Sincerely,

City of Lipscomb:

Mareshah Moses  
NAME

Chief of Police  
TITLE

7-25-19  
DATE

City of Brighton:

Kenneth Harte  
NAME

Captain of Police  
TITLE

7-25-19  
DATE



City of Midfield:

  
NAMELieutenant  
TITLE7-25-19  
DATE

City of Fairfield:

  
NAMEChief of Police  
TITLE7-25-2019  
DATE

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President and the Chief Financial Officer be hereby authorized to execute any and all documents necessary for application of an ADECA Department of Justice Grant for Project Operation Python Phase II, in the amount of \$45,000.00, which will be used to purchase 65 HD surveillance cameras to be used in conjunction with the office of the Jefferson County District Attorney, Bessemer Division.

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	General Services			BID:No	
<b>Department Contact</b>	Jeff Smith,			<b>Phone Number:</b> 2052145504	
<b>Contract Info#:</b> 7306	<b>Contract Name/ID:</b> Mechanical Asset Project - Deductive Change Order #1/7306			<b>Amount:</b> (\$19,695.00)	
Date Start:	<b>Contract Type:</b> Expenditure				
Date End:					
<b>CANCELLATION TERMS:</b>	As provided in Article 14 of AIA Document A201-2017.				
<b>Funding Sources</b>	<b>Org Code:</b> 40102401	<b>Object:</b> 510080	<b>Grant Number:</b> N/A		
<b>For Expenditures:</b>	<b>Original Budget:</b> <b>\$9,473,050.00</b>	<b>Current Remaining:</b> <b>N/A – FY2020</b>	<b>After Execution:</b> N/A – FY2020		
<b>Contractor:</b>	Comfort Systems, USA				
<b>Remittance Address:</b>	3100 Richard Arrington Blvd. N; Birmingham, Alabama 35203				
<b>Taxpayer ID#</b>	74-2892096			<b>Vendor ID#</b> <b>139933</b>	
<b>Dept Contact Person:</b>	Jeff Smith/L'Tanya Blackmon	<b>Email</b> :	<a href="mailto:blackmonl@jccal.org">blackmonl@jccal.org</a>	<b>Phone</b> :	205-214-5504
<b>Contractor Contact Person:</b>	Chris Moore	<b>Email</b> :		<b>Phone</b> :	205-664-0620
<b>Contract Description:</b>	This is a Summary Deductive Change Order #1 reconciling CCD's for the FY2020 Mechanical Asset project (original contract #4890)				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	Advertised & Bid per Code of Alabama 1975 section 39; Public Works Project				
<b>Payment Terms:</b>	Net 30				

<Insert Resolution Here>

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Human Resources			BID:No	
<b>Department Contact</b>	Cal Markert, Deputy County Manager			<b>Phone Number:</b> 205-305-9052	
<b>Contract Info#:</b> 7379	<b>Contract Name/ID:</b> Employment Agreement - Deputy Director of the Youth Detention Center/7379			<b>Amount:</b> \$119,003.04	
Date Start: 07/17/21	<b>Contract Type:</b> Expenditure				
Date End: 07/16/23					
<b>CANCELLATION TERMS:</b>					
<b>Funding Sources</b>	<b>Org Code:</b> <Insert Here>	<b>Object:</b> <Insert Here>	<b>Grant Number:</b> <Insert Here>		
<b>For Expenditures:</b>	<b>Original Budget:</b> <Insert Here>	<b>Current Remaining:</b> <Insert Here>	<b>After Execution:</b> <Insert Here>		
<b>Contractor:</b>	<Insert Info Here>				
<b>Remittance Address:</b>	<Insert Info Here>				
<b>Taxpayer ID#</b>	<Insert Info Here>			<b>Vendor ID#</b> <Insert Info Here>	
<b>Dept Contact Person:</b>	<Insert Name Here>	<b>Email:</b>	<Insert>	<b>Phone:</b>	<Insert#>
<b>Contractor Contact Person:</b>	<Insert Name Here>	<b>Email:</b>	<Insert>	<b>Phone:</b>	<Insert#>
<b>Contract Description:</b>	<Insert Description Here>				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	<Insert Info Here>				
<b>Payment Terms:</b>	<Insert Info Here>				



BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the President is hereby authorized to execute an amendment to the employment contract between Jefferson County, Alabama and Juan Sepulveda to serve as Deputy Director of the Youth Detention Center.



## Independent Contractor Submission Form (ICSF)

Pursuant to Rule 11.4 of the Rules and Regulations of the Personnel Board of Jefferson County, appropriate documentation and a copy of the contract must be provided with the submission of this form. If sufficient information is not received, the Board may request additional documentation, return the contract or recommend denial of the contract. Submission of this form simply allows the Board to begin the Independent Contractor Review process and does not imply that information is all inclusive or that a contract will be approved. Questions should be directed to [classandcomp@pbjcal.org](mailto:classandcomp@pbjcal.org). **NOTE:** If a contract is, in accordance with Policy 2015-002 of the Personnel Board, related to the construction of viaducts, bridges, streets, sewers, canals, public building or public utilities, then the contract is exempt from Personnel Board review.

Requesting Department: \_\_\_\_\_ Contractor's Name: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Contract Term (in years): \_\_\_\_\_  
 Contract Start Date: Following Commission/Council Approval ☐ OR, the Actual Date: \_\_\_\_\_  
 Is this a new contract, a renewal, or an amendment? New ☐ Renewal ☐ Amendment ☐  
 If this is a new contract, how many options to renew are included? 1 ☐ 2 ☐ 3 ☐ Other ☐  
 If this is a renewal, on what date was the original contract approved by the Personnel Board? \_\_\_\_\_  
 If this is a renewal, OR, if a contract has been executed with this contractor in the past,  
 what was the termination date of the contract or last renewal? \_\_\_\_\_

### NATURE OF THE CONTRACT

- In "layman's terms" please provide a brief summary of the contract and the services to be performed. Please include the purpose of the contract, why an independent contractor is needed, and any helpful background information.

### RATIONALE AND SUPPORTING INFORMATION

- Does this contract contain a staffing component? Yes ☐ \*No ☐  
 \*If the contract does not include a staffing component (for example, the contract is to purchase software, and Merit System employees will install the software), then submission of the contract to the Personnel Board for review is not necessary.
- Does the staffing component of this contract overlap with work performed by any Merit System job classification(s)?  
☐ Yes, but there are extenuating circumstances that must be considered (please describe them below):  
☐ No (please clarify below how they are different):

- Please indicate whether the staffing component of the work in this contract is:  
 Please note this does not refer to the term of the contract, but to the nature of the work being performed through the contract.

- ☐ Continuous (the work to be performed is expected to continue indefinitely).  
☐ Temporary\* (the work to be performed is temporary in nature has a defined start and end date).

\*If "Temporary," please indicate the start and end dates and explain the temporary nature of the work:

5. Regardless of whether the work to be contracted is continuous or temporary, please indicate whether the work is:
- ☐ Consistently performed (regardless of the amount of time needed to perform the work, the work must be performed on a reasonably regular basis).
- ☐ Sporadically performed\* (the work is performed on an irregular, intermittent or limited basis as needed).
- \*If "Sporadically performed," please describe the sporadic nature of the work:

- 
6. The work/service to be performed under this contract: (indicate most appropriate response)

- ☐ Has not been performed prior to the establishment of this contract.
- ☐ Has been performed previously through other contracts.
- ☐ Has been performed previously by Merit System employees.

7. Is this type of work customarily given by public sector agencies to independent contractors?

Yes\* ☐ No ☐

\*If "Yes," please provide the names of other public sector agencies that contract similar services.

- 
8. Does the work to be performed through the contract require equipment and/or facilities not currently possessed by your City/County/Agency?

Yes\* ☐ No ☐

\*If "Yes," please indicate the type of equipment and/or facilities required and not possessed to perform the work.

- 
9. Is it more cost effective to provide these services via a contract rather than with in-house staff and equipment?

Yes\* ☐ No ☐

\*If "Yes," please attach a thorough comparison between "in-house costs" and "contract costs" to support your assertion.

Form completed by (name): \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Jurisdiction (City/County/Agency): \_\_\_\_\_ Appointing Authority Signature: \_\_\_\_\_

Revised 5/5/2020

STATE OF ALABAMA     )  
                                       )  
 JEFFERSON COUNTY    )

## AMENDMENT TO CONTRACT

This is an Amendment to the Contract by and between the Jefferson County Commission (hereinafter called "the County") and Juan Sepulveda (hereinafter called "Sepulveda"). This Amendment will become effective upon approval of the parties as evidenced by their signatures below.

### W I T N E S S E T H:

**WHEREAS**, on or about July 17, 2018, the Jefferson County Commission, entered into an employment agreement with Sepulveda to perform the duties of Deputy Director of the Youth Detention Center; and

**WHEREAS**, the County and Sepulveda wish to amend the terms of the employment agreement.

**NOW THEREFORE**, in consideration of the above, the parties hereto agree as follows:

**Term:** The contract term is extended for an additional 2 years through July 16, 2023.

**Compensation:** The annual base salary is increased to \$119,003.04 (minus any federal state and local payroll taxes and other withholdings legally required or properly requested by Sepulveda) in installments on the County's regularly scheduled paydays in accordance with the County's payroll practices and procedures. The pay increase will become effective on the pay period beginning June 19, 2021.

All other terms and conditions of the original remain the same.

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 James A. Stephens, President

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Juan Sepulveda:

\_\_\_\_\_  
 Juan Sepulveda

JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 4			BID:No	
<b>Department Contact</b>	Joe Knight, Commissioner		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7322	<b>Contract Name/ID:</b> Community Grant - American Red Cross/7322			<b>Amount:</b> 10,000.00	
Date Start: 05/18/21	<b>Contract Type:</b> Expenditure				
Date End: 05/17/23					
<b>CANCELLATION TERMS:</b>	Per Agreement				
<b>Funding Sources</b>	<b>Org Code:</b> 4030	<b>Object:</b> 520010	<b>Grant Number:</b> 7322		
<b>For Expenditures:</b>	<b>Original Budget:</b> 200,000.00	<b>Current Remaining:</b> 119,832.00	<b>After Execution:</b> 109,832.00		
<b>Contractor:</b>	American Red Cross				
<b>Remittance Address:</b>	114 22 <sup>nd</sup> Street, Birmingham, AL 35203				
<b>Taxpayer ID#</b>	53-0196605			<b>Vendor ID#</b> 10705	
<b>Dept Contact Person:</b>	Virginia Doyle	<b>Email</b> :	<a href="mailto:Doylev@jccal.org">Doylev@jccal.org</a>	<b>Phone</b> :	325-5070
<b>Contractor Contact Person:</b>	David Goodwin	<b>Email</b> :	david.goodwin@redcross.org	<b>Phone</b> :	205-224-7313
<b>Contract Description:</b>	Extending emergency Assistance to people affected by Disasters (Big & Small)				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	n/a				
<b>Payment Terms:</b>	Per Agreement				



## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the American Red Cross in the amount of \$10,000.00, for extending emergency assistance to people affected by disasters (big and small) in Jefferson County.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the American National Red Cross & Its Constituent Chapters and Branches ("American Red Cross"), applied for a grant of funds for \$10,000.00; and

WHEREAS, American Red Cross, a 501(c)(3), tax exempt organization, dedicated to preparing families and communities before disasters strike and, in the aftermath, seeks funding to continue providing safe shelter, hot meals, emotional support and recovery recourses, to communities in Jefferson County; and

WHEREAS, American Red Cross meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$10,000.00 to American Red Cross, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on May 18, 2022.

2. The County shall pay to American Red Cross a lump sum payment of \$10,000.00 upon execution of this agreement.

3. American Red Cross shall use the public funds to continue providing safe shelter, hot meals, emotional support and recovery recourses, to communities in Jefferson County.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. American Red Cross shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by May 18, 2022, whichever shall occur first.

5. American Red Cross shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by American Red Cross, for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The American Red Cross representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The American Red Cross representative signed below, certifies by the execution

of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither American Red Cross, nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination American Red Cross shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

\_\_\_\_\_  
Date

\_\_\_\_\_  
James A. Stephens, President  
Jefferson County Commission

AMERICAN NATIONAL RED CROSS & ITS  
CONSTITUENT CHAPTERS AND BRANCHES

\_\_\_\_\_  
Date

\_\_\_\_\_  
Its:

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and the American Red Cross in the amount of \$10,000.00, for extending emergency assistance to people affected by disasters (big and small) in Jefferson County.



JEFFERSON COUNTY  
CONTRACT COVER SHEET

<b>Originating Department:</b>	Commission District 4			BID:No	
<b>Department Contact</b>	Joe Knight, Commissioner		<b>Phone Number:</b>		
<b>Contract Info#:</b> 7342	<b>Contract Name/ID:</b> Community Grant - Just Keep Smiling/7342			<b>Amount:</b> \$3,000.00	
Date Start: 06/15/21	<b>Contract Type:</b> Expenditure				
Date End: 06/14/22					
<b>CANCELLATION TERMS:</b>	Per Agreement				
<b>Funding Sources</b>	<b>Org Code:</b> 40301006	<b>Object:</b> 520010	<b>Grant Number:</b> 7342		
<b>For Expenditures:</b>	<b>Original Budget:</b> <b>200,000.00</b>	<b>Current Remaining:</b> <b>104,832.00</b>	<b>After Execution:</b> <b>101,832.00</b>		
<b>Contractor:</b>	Just Keep Smiling				
<b>Remittance Address:</b>	P.O. Box 1565, Gardendale, AL 35071				
<b>Taxpayer ID#</b>	20-1763866			<b>Vendor ID#</b> <b>137575</b>	
<b>Dept Contact Person:</b>	Virginia Doyle	<b>Email</b> :	doylev@jccal.org	<b>Phone</b> :	325-5070
<b>Contractor Contact Person:</b>	Jeanne Busby	<b>Email</b> :	jbusy@justkeepsmi ling.org	<b>Phone</b> :	205-631-4447
<b>Contract Description:</b>	To assist families with critically ill children with medical crisis.				
<b>BID/RFP Number</b> (if item/service was not bid, give detailed explanation)	N/A				
<b>Payment Terms:</b>	Per Agreement				

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Just Keep Smiling in the amount of \$3,000.00, to assist families with critically ill children with medical crisis in Jefferson County.

STATE OF ALABAMA       )  
COUNTY OF JEFFERSON   )

### COMMUNITY GRANT PROGRAM

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Just Keep Smiling, ("JKS"), applied for a grant of funds for \$3,000.00; and

WHEREAS, JKS, a non-profit organization, seeks funding to provide immediate financial assistance to families with children who have critical illnesses; and

WHEREAS, JKS meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$3,000.00 to JKS, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to JKS a lump sum payment of \$3,000.00 upon execution of this agreement.

3. JKS shall use the public funds to assist in its mission to help support families with critically ill children, by relieving them of additional anxieties due to ongoing life expenses, while allowing them valuable time to be at the bedside of their child.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JKS shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. JKS shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by JKS for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The JKS representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The JKS representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or

employee of any government whatsoever or family member of any of them, including federal, state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither JKS nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, JKS shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

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Date

---

James A. Stephens, President  
Jefferson County Commission

JUST KEEP SMILING

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Date

---

Its:



STATE OF ALABAMA        )

COUNTY OF JEFFERSON    )

**COMMUNITY GRANT PROGRAM**

WHEREAS, the Jefferson County Commission adopted a Community Grant Program and Funding Guidelines ("Program"); and

WHEREAS, under this Program, the Just Keep Smiling, ("JKS"), applied for a grant of funds for \$3,000.00; and

WHEREAS, JKS, a non-profit organization, seeks funding to provide immediate financial assistance to families with children who have critical illnesses; and

WHEREAS, JKS meets the eligibility requirements of the Program; and

WHEREAS, Commissioner Joe Knight has recommended funding of \$3,000.00 to JKS, and the grant of such funds serves a good and sufficient public purpose; and

WHEREAS, the County Commission has determined that it is in the public interest to provide public funds to assist in the development and promotion of said County resources.

NOW THEREFORE, the parties agree as follows:

1. The term of this Agreement shall begin upon execution hereof and end on June 8, 2022.
2. The County shall pay to JKS a lump sum payment of \$3,000.00 upon execution of this agreement.
3. JKS shall use the public funds to assist in its mission to help support families with critically ill children, by relieving them of additional anxieties due to ongoing life expenses, while

allowing them valuable time to be at the bedside of their child.

ANY PASS-THROUGH FOR OTHER USES OR PURPOSES IS PROHIBITED.

4. JKS shall deliver to the Jefferson County Finance Department with a copy to the Jefferson County Manager and to the Office of Commissioner Knight a detailed report describing the use of the funds and program benefits no later than sixty (60) days following the expenditures or by June 8, 2022, whichever shall occur first.

5. JKS shall create, collect and retain for inspection and copying by the County or its authorized agent or any examiner from the State Department of Public Accounts, all appropriate financial records, including original invoices, canceled checks, cash receipts and all other supporting documents, as may be necessary to prove receipt of said sum from the County and all expenditures thereof. All such financial records and supporting documents shall be retained and made available by JKS for a period of not less than three (3) years from termination of the fiscal year set out above.

6. The JKS representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to the community grant shall be passed-through to another entity or individual that is not specifically identified or described in the scope of work of this agreement.

7. The JKS representative signed below, certifies by the execution of this agreement that no part of the funds paid by the County pursuant to this agreement nor any part of services, products, or any item or thing of value whatsoever purchased or acquired with said funds shall be paid to, used by, or used in any way whatsoever for the personal benefit of any member or employee of any government whatsoever or family member of any of them, including federal,

state, county, and municipal and any agency or subsidiary of any such government; and further certifies that neither JKS nor any of its officers, partners, owners, agents, representatives, employees or parties in interest in any way colluded, conspired, or connived with any member of the governing body or employee of the governing body of the County or any other public official or public employee, in any manner whatsoever, to secure or obtain this agreement and further certifies that, except as expressly set out in the above, no promise or commitment of any nature whatsoever of any thing of value whatsoever has been made or communicated to any such governing body member or employee or official as inducement or consideration for this agreement.

8. Acknowledgement of Funding: If any public recognition is made related to the purpose for which the grant was received, such as in media announcements, marketing materials, advertising, or informational campaigns, grant recipients must acknowledge support from the Jefferson County Commission as a body and not solely the sponsoring Commissioner. Jefferson County should be tagged in all social media mentions regarding County-funded projects and awards.

9. Any violation of this certification shall constitute a breach and default of this agreement which shall be cause for termination. Upon such termination, JKS shall immediately refund to the County all amounts paid by the County pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals or caused this agreement to be executed by their duly authorized representatives on the dates reflected below.

JEFFERSON COUNTY, ALABAMA

Date

5/18/2021  
Date

James A. Stephens, President  
Jefferson County Commission

JUST KEEP SMILING

Its: *Janne Busby* Board Member

Attachment: Just Keep Smiling Community Grant 2021 (7342 : Community Grant - Just Keep Smiling)

## RESOLUTION

BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Commission President be hereby authorized to execute a Community Grant Program Agreement between Jefferson County, Alabama and Just Keep Smiling in the amount of \$3,000.00, to assist families with critically ill children with medical crisis in Jefferson County.



## RESOLUTION

WHEREAS, that the Jefferson County E-911 Emergency Communication District Board was established September 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission acknowledges the Jefferson County Mayors Association's re-appointment of Mayor Steve Parsons, Sylvan Springs, to the E-91-1 District Board at their October 21, 2020 with expiration date of September 2024.

## RESOLUTION

WHEREAS, that the Jefferson County E-911 Emergency Communication District Board was established September 2010; and

NOW, THEREFORE, BE IT RESOLVED BY THE JEFFERSON COUNTY COMMISSION that the Jefferson County Commission acknowledges the Jefferson County Mayors Association's re-appointment of Mayor Steve Parsons, Sylvan Springs, to the E-91-1 District Board at their October 21, 2020 with expiration date of September 2024.

**A RESOLUTION AND ORDER PROPOSING A SPECIAL 8.8 MILL SCHOOL DISTRICT TAX RENEWAL, SUBJECT TO LEGISLATIVE AND ELECTOR APPROVAL, IN JEFFERSON COUNTY SCHOOL TAX SUB-DISTRICT G-1 (GARDENDALE) IN JEFFERSON COUNTY, ALABAMA**

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**BE IT RESOLVED AND ORDERED BY THE JEFFERSON COUNTY COMMISSION OF JEFFERSON COUNTY, ALABAMA:**

**Article 1**

**Definitions**

For purposes hereof:

**Alabama Constitution** means the Constitution of Alabama of 1901, as amended.

**Board** means the County Board of Education of Jefferson County, Alabama.

**Commission** means the Jefferson County Commission, as governing body of Jefferson County, Alabama.

**Jefferson County School Tax District** means and includes all of Jefferson County, Alabama outside that part of Jefferson County located within the corporate limits of the cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant City, Trussville, and Vestavia Hills.

**Public Hearing Notice** means the notice of the public hearing referenced in Article 2(b) published in *The Birmingham News* on May 28, 2021 and June 4, 2021 in form and of content as attached hereto as Exhibit B.

**Request** means the instrument entitled “Request to the Jefferson County Commission to Propose a Special 8.8 Mill School District Tax Renewal in Jefferson County School Tax Sub-District G-1 ( Gardendale) in Jefferson County, Alabama” executed and delivered to the Commission by the Board.

**Sub-District G-1** means the area within both the Jefferson County School Tax District and the corporate limits of the City of Gardendale, Alabama, as at any time in effect.

**Subject School District Tax** means the existing ad valorem school district tax of 5.1 mills levied for public school purposes in the Jefferson County School Tax District (including Sub-District G-1) pursuant to Amendment Nos. 3, 325, and 373 to the Alabama Constitution.

## Article 2

### Findings

The Commission has found and determined, and does hereby find, determine and declare:

- (a) The Commission has received the Request from the Board and a true and correct copy thereof is attached hereto as Exhibit A and made a part hereof by this reference thereto.
  
- (b) The Commission, pursuant to the Request and for purposes of Section 217(f)(1) of the Alabama Constitution, conducted a public hearing during the regular meeting of the Commission held at 9:00 a.m. on Thursday, June 10, 2021, in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, with respect to whether, in preservation, renewal and continuation of the total existing rate of ad valorem school district taxation in Sub-District G-1, the existing rate of the Subject School District Tax in Sub-District G-1 of 5.1 mills be adjusted by 8.8 mills to the uniform adjusted rate of 13.9 mills effective simultaneously with the reduction of 8.8 mills of ad valorem school district taxation in Sub-District G-1 (by expiration of a separate ad valorem school district tax therein) and for any tax year for which the levy of the Subject School District Tax at said uniform adjusted rate shall be approved in the manner then provided by law; provided, the levy of the Subject School District Tax at said uniform adjusted rate is subject to prior approval by act of the Legislature of Alabama and thereafter by the majority vote in favor thereof by the qualified electors of Sub-District G-1 voting at a special election called and held in Sub-District G-1 pursuant to the laws governing special elections.
  
- (c) (i) The public hearing was held upon publication of the Public Hearing Notice and was conducted in a manner that provided a reasonable opportunity for all interested persons to express the views thereof orally, or in writing, with respect to the subject matter thereof.
  
- (ii) The Public Hearing Notice is made a part hereof by this reference thereto.

## Article 3

### Authorizations

#### Section 3.01 Approval of Public Hearing and Notice

The Commission approves, ratifies and confirms the form, content, and publication of the Public Hearing Notice and the conduct of the public hearing referenced in Article 2(b).

#### Section 3.02 Proposal of Special District Tax Rate Adjustment

The Commission, pursuant to the Request and for purposes of Section 217(f)(1) of the Alabama Constitution, hereby proposes that, in preservation, renewal and continuation of the total existing rate of ad valorem school district taxation in Sub-District G-1, the existing rate of the Subject School District Tax in Sub-District G-1 of 5.1 mills be adjusted by 8.8 mills to the uniform adjusted rate of 13.9 mills effective simultaneously with the reduction of 8.8 mills of ad valorem school district taxation in Sub-District G-1 (by expiration of a separate ad valorem school district tax therein) and for any tax year for which the levy of the Subject School District Tax at said uniform adjusted rate shall be approved in the manner then provided by law; provided, the levy of the Subject School District Tax at said uniform adjusted rate is subject to prior approval by act of the Legislature of Alabama and thereafter by the majority vote in favor thereof by the qualified electors of Sub-District G-1 voting at a special election called and held in Sub-District G-1 pursuant to the laws governing special elections.

#### Section 3.03 General Authorization of Officers

- (a) The Commission authorizes, directs and orders the officers of the Commission to take all actions, and execute and deliver all certificates, documents, and certified copies of this Resolution and Order, for and in the name of the Commission, as shall be necessary, desirable, required by law, or advised by counsel to the Commission, to provide this Resolution and Order to the Legislature of Alabama for purposes of Section 217(f)(1) of the Alabama Constitution and to otherwise effect the purposes of this Resolution and Order.
- (b) The Commission ratifies and confirms all actions heretofore taken, and all certificates, documents, and notices heretofore executed and delivered, for and in the name of the Commission, by any officer thereof in furtherance of the purposes of this Resolution and Order.



## **Article 4**

### **General**

The Commission authorizes this Resolution and Order to take effect immediately and repeals any provision or term of any resolution, order, or other proceeding of the Commission which may be in conflict, or inconsistent, with any provision of this Resolution and Order to the extent of such conflict or inconsistency.

**A RESOLUTION AND ORDER PROPOSING A SPECIAL 8.8 MILL SCHOOL  
DISTRICT TAX RENEWAL, SUBJECT TO LEGISLATIVE AND ELECTOR  
APPROVAL, IN JEFFERSON COUNTY SCHOOL TAX SUB-DISTRICT G-1  
(GARDENDALE) IN JEFFERSON COUNTY, ALABAMA**

---

**BE IT RESOLVED AND ORDERED BY THE JEFFERSON COUNTY COMMISSION  
OF JEFFERSON COUNTY, ALABAMA:**

**Article 1**

**Definitions**

For purposes hereof:

**Alabama Constitution** means the Constitution of Alabama of 1901, as amended.

**Board** means the County Board of Education of Jefferson County, Alabama.

**Commission** means the Jefferson County Commission, as governing body of Jefferson County, Alabama.

**Jefferson County School Tax District** means and includes all of Jefferson County, Alabama outside that part of Jefferson County located within the corporate limits of the cities of Bessemer, Birmingham, Fairfield, Homewood, Hoover, Leeds, Midfield, Mountain Brook, Tarrant City, Trussville, and Vestavia Hills.

**Public Hearing Notice** means the notice of the public hearing referenced in Article 2(b) published in *The Birmingham News* on May 28, 2021 and June 4, 2021 in form and of content as attached hereto as Exhibit B.

**Request** means the instrument entitled “Request to the Jefferson County Commission to Propose a Special 8.8 Mill School District Tax Renewal in Jefferson County School Tax Sub-District G-1 ( Gardendale) in Jefferson County, Alabama” executed and delivered to the Commission by the Board.

**Sub-District G-1** means the area within both the Jefferson County School Tax District and the corporate limits of the City of Gardendale, Alabama, as at any time in effect.

**Subject School District Tax** means the existing ad valorem school district tax of 5.1 mills levied for public school purposes in the Jefferson County School Tax District (including Sub-District G-1) pursuant to Amendment Nos. 3, 325, and 373 to the Alabama Constitution.

## Article 2

### Findings

The Commission has found and determined, and does hereby find, determine and declare:

- (a) The Commission has received the Request from the Board and a true and correct copy thereof is attached hereto as Exhibit A and made a part hereof by this reference thereto.
- (b) The Commission, pursuant to the Request and for purposes of Section 217(f)(1) of the Alabama Constitution, conducted a public hearing during the regular meeting of the Commission held at 9:00 a.m. on Thursday, June 10, 2021, in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, with respect to whether, in preservation, renewal and continuation of the total existing rate of ad valorem school district taxation in Sub-District G-1, the existing rate of the Subject School District Tax in Sub-District G-1 of 5.1 mills be adjusted by 8.8 mills to the uniform adjusted rate of 13.9 mills effective simultaneously with the reduction of 8.8 mills of ad valorem school district taxation in Sub-District G-1 (by expiration of a separate ad valorem school district tax therein) and for any tax year for which the levy of the Subject School District Tax at said uniform adjusted rate shall be approved in the manner then provided by law; provided, the levy of the Subject School District Tax at said uniform adjusted rate is subject to prior approval by act of the Legislature of Alabama and thereafter by the majority vote in favor thereof by the qualified electors of Sub-District G-1 voting at a special election called and held in Sub-District G-1 pursuant to the laws governing special elections.
- (c) (i) The public hearing was held upon publication of the Public Hearing Notice and was conducted in a manner that provided a reasonable opportunity for all interested persons to express the views thereof orally, or in writing, with respect to the subject matter thereof.
- (ii) The Public Hearing Notice is made a part hereof by this reference thereto.

## Article 3

### Authorizations

#### Section 3.01 Approval of Public Hearing and Notice

The Commission approves, ratifies and confirms the form, content, and publication of the Public Hearing Notice and the conduct of the public hearing referenced in Article 2(b).

#### Section 3.02 Proposal of Special District Tax Rate Adjustment

The Commission, pursuant to the Request and for purposes of Section 217(f)(1) of the Alabama Constitution, hereby proposes that, in preservation, renewal and continuation of the total existing rate of ad valorem school district taxation in Sub-District G-1, the existing rate of the Subject School District Tax in Sub-District G-1 of 5.1 mills be adjusted by 8.8 mills to the uniform adjusted rate of 13.9 mills effective simultaneously with the reduction of 8.8 mills of ad valorem school district taxation in Sub-District G-1 (by expiration of a separate ad valorem school district tax therein) and for any tax year for which the levy of the Subject School District Tax at said uniform adjusted rate shall be approved in the manner then provided by law; provided, the levy of the Subject School District Tax at said uniform adjusted rate is subject to prior approval by act of the Legislature of Alabama and thereafter by the majority vote in favor thereof by the qualified electors of Sub-District G-1 voting at a special election called and held in Sub-District G-1 pursuant to the laws governing special elections.

#### Section 3.03 General Authorization of Officers

- (a) The Commission authorizes, directs and orders the officers of the Commission to take all actions, and execute and deliver all certificates, documents, and certified copies of this Resolution and Order, for and in the name of the Commission, as shall be necessary, desirable, required by law, or advised by counsel to the Commission, to provide this Resolution and Order to the Legislature of Alabama for purposes of Section 217(f)(1) of the Alabama Constitution and to otherwise effect the purposes of this Resolution and Order.
- (b) The Commission ratifies and confirms all actions heretofore taken, and all certificates, documents, and notices heretofore executed and delivered, for and in the name of the Commission, by any officer thereof in furtherance of the purposes of this Resolution and Order.

## Article 4

### General

The Commission authorizes this Resolution and Order to take effect immediately and repeals any provision or term of any resolution, order, or other proceeding of the Commission which may be in conflict, or inconsistent, with any provision of this Resolution and Order to the extent of such conflict or inconsistency.

**PROCEEDINGS PERTAINING TO  
AN ADJUSTMENT IN THE RATE OF AN  
AD VALOREM TAX LEVIED IN THE TRUSSVILLE  
SCHOOL DISTRICT IN THE COUNTY**

The following resolution and order was introduced in writing by Commissioner

\_\_\_\_\_:

BE IT RESOLVED, ORDERED and DECREED by the Jefferson County Commission (herein called "the Commission"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution and Order, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

"2021 Tax Year" means the tax year commencing on October 1, 2021, for which year district ad valorem taxes are due and payable on October 1, 2022.

"Amendment No. 3" means that certain amendment to the Constitution that was proposed by Act No. 60 enacted at the 1915 Regular Session of the Legislature of Alabama.

"Amendment No. 82" means that certain amendment to the Constitution that was proposed by Act No. 459 enacted at the 1949 Regular Session of the Legislature of Alabama.

"Amendment No. 325" means that certain amendment to the Constitution that was proposed by Act No. 116 enacted at the 1971 Third Special Session of the Legislature of Alabama.

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Trussville City Board of Education.

"Constitution" means the Constitution of Alabama of 1901.



"County" means Jefferson County, Alabama.

"Expiring School District Tax" means the special district ad valorem tax for public school purposes that is authorized in Amendment No. 82 to be levied and collected on taxable property in the Trussville School District.

"Special School District Tax" means the special district ad valorem tax for public school purposes that is authorized in section 2 of Amendment No. 3 to be levied and collected on taxable property in the Trussville School District.

"Trussville School District" means the special school tax district in the County subject to the jurisdiction and control of the Board, which consists of all the area of the County lying within the corporate limits of the City of Trussville, Alabama, as such school tax district now exists or as it may be hereafter formed.

Section 2. Findings. The Commission has ascertained and does hereby find and declare as follows:

(a) The County is presently authorized to levy and collect the Special School District Tax at a rate of \$.51 on each one hundred dollars (5.1 mills on each dollar) of assessed value pursuant to Amendment No. 3 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(b) The County is presently authorized to levy and collect the Expiring School District Tax at a rate of \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value pursuant to Amendment No. 82 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(c) The Expiring School District Tax is scheduled for a final collection on October 1, 2021, being the collection for the tax year that began on October 1, 2020.

(d) The Board has requested that the County adjust the rate at which the Special School District Tax is levied to a maximum rate, for any tax year of the County commencing with the tax year following the final year in which the Expiring School District Tax is levied, which is equal to \$1.39 on each \$100 (13.9 mills on

each dollar) of assessed value, said adjusted rate being equal to the combined rate of the Special School District Tax and the Expiring School District Tax, as each is presently levied.

(e) Pursuant to a notice published in The Birmingham News on May 28, 2021, and June 4, 2021, the Commission called a special public hearing to be held at 9:00 a.m. on Thursday, June 10, 2021, on the proposed adjustment in the rate at which the Special School District Tax is levied.

(f) At the said special public hearing held on June 10, 2021, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed adjustment in the rate of the Special School District Tax.

(g) It is necessary and desirable and in the public interest that the Commission, acting pursuant to the request of the Board, propose an adjustment in the rate at which the Special School District Tax is levied in accordance with Section 3 of this Resolution and Order, subject to the conditions set forth in Section 4 of this Resolution and Order.

Section 3. Proposed Adjustment in Rate of Special School District Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said special public hearing, the Commission, acting pursuant to the request of the Board, proposes to adjust the rate at which the County is authorized to levy and collect the Special School District Tax to a maximum rate, for any tax year commencing on or after the 2021 Tax Year, which is equal to \$1.39 on each \$100 (13.9 mills on each dollar) of assessed value, such adjustment being equal to \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value and, if approved, to coincide with expiration of the Expiring School District Tax, so as to renew, preserve and continue, and to effect no net increase in, the total rate of district ad valorem school tax presently levied in the Special School Tax District.

Section 4. Proposed Adjustment Subject to Approval of Legislature and Electorate. The proposed adjustment in the rate at which the Special School District Tax may be levied and collected pursuant to this Resolution and Order is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors residing in the Trussville School District who vote on the proposed adjustment at a special election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.

Commissioner \_\_\_\_\_ moved that said Resolution and Order be adopted, which motion was seconded by Commissioner \_\_\_\_\_ and, upon said motion being put to vote, the

following vote was recorded:

YEAS:

NAYS:

\* \* \*

[To be published in The Birmingham News  
on May 28, 2021, and June 4, 2021]

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the Jefferson County Commission in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, on Thursday, June 10, 2021, at 9:00 o'clock, a.m., for the purpose of allowing members of the public to express views, orally or in writing, as to a request by the Trussville City Board of Education that the Jefferson County Commission assist the board in renewing, preserving and continuing the current rate of district ad valorem school tax levied for the benefit of the board by adjusting the rate at which a special ad valorem tax for public school purposes is levied in the special school tax district in Jefferson County known as the Trussville School District, consisting of all that part of the County lying within the corporate limits of the City of Trussville, Alabama. The proposed action by the Jefferson County Commission, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said school tax district voting at an election called for such purpose, will permit an adjustment in the rate at which the special school district tax authorized by Amendment No. 3 of the Constitution of Alabama is levied in the said school tax district from the current rate of \$.51 on each one hundred dollars (5.1 mills on each dollar) of assessed value to a maximum rate which is equal to \$1.39 on

each one hundred dollars (13.9 mills on each dollar) of assessed value. The adjustment in rate hereinabove described is equal to \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value and, if approved, is to coincide with an equivalent reduction in the rate of a special school district tax in the said school district, so as to renew, preserve and continue, and to effect no net increase in, the total rate of ad valorem tax levied therein. Members of the public are invited and encouraged to attend said public hearing.

JEFFERSON COUNTY COMMISSION

[To be published in The Birmingham News  
on May 28, 2021, and June 4, 2021]

NOTICE OF  
PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the Jefferson County Commission in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, on Thursday, June 10, 2021, at 9:00 o'clock, a.m., for the purpose of allowing members of the public to express views, orally or in writing, as to a request by the Trussville City Board of Education that the Jefferson County Commission assist the board in renewing, preserving and continuing the current rate of district ad valorem school tax levied for the benefit of the board by adjusting the rate at which a special ad valorem tax for public school purposes is levied in the special school tax district in Jefferson County known as the Trussville School District, consisting of all that part of the County lying within the corporate limits of the City of Trussville, Alabama. The proposed action by the Jefferson County Commission, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said school tax district voting at an election called for such purpose, will permit an adjustment in the rate at which the special school district tax authorized by Amendment No. 3 of the Constitution of Alabama is levied in the said school tax district from the current rate of \$.51 on each one hundred dollars (5.1 mills on each dollar) of assessed value to a maximum rate which is equal to \$1.39 on each one hundred dollars (13.9 mills on each dollar) of assessed value. The adjustment in rate hereinabove described is equal to \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value and, if approved, is to coincide with an equivalent reduction in the rate of a special school district tax in the said school district, so as to renew, preserve and continue, and to effect no net increase in, the total rate of ad valorem tax levied therein. Members of the public are invited and encouraged to attend said public hearing.

JEFFERSON COUNTY COMMISSION

**PROCEEDINGS PERTAINING TO  
AN ADJUSTMENT IN THE RATE OF AN  
AD VALOREM TAX LEVIED IN THE TRUSSVILLE  
SCHOOL DISTRICT IN THE COUNTY**

The following resolution and order was introduced in writing by Commissioner

\_\_\_\_\_:

BE IT RESOLVED, ORDERED and DECREED by the Jefferson County Commission (herein called "the Commission"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution and Order, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

"2021 Tax Year" means the tax year commencing on October 1, 2021, for which year district ad valorem taxes are due and payable on October 1, 2022.

"Amendment No. 3" means that certain amendment to the Constitution that was proposed by Act No. 60 enacted at the 1915 Regular Session of the Legislature of Alabama.

"Amendment No. 82" means that certain amendment to the Constitution that was proposed by Act No. 459 enacted at the 1949 Regular Session of the Legislature of Alabama.

"Amendment No. 325" means that certain amendment to the Constitution that was proposed by Act No. 116 enacted at the 1971 Third Special Session of the Legislature of Alabama.

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Trussville City Board of Education.

"Constitution" means the Constitution of Alabama of 1901.



"County" means Jefferson County, Alabama.

"Expiring School District Tax" means the special district ad valorem tax for public school purposes that is authorized in Amendment No. 82 to be levied and collected on taxable property in the Trussville School District.

"Special School District Tax" means the special district ad valorem tax for public school purposes that is authorized in section 2 of Amendment No. 3 to be levied and collected on taxable property in the Trussville School District.

"Trussville School District" means the special school tax district in the County subject to the jurisdiction and control of the Board, which consists of all the area of the County lying within the corporate limits of the City of Trussville, Alabama, as such school tax district now exists or as it may be hereafter formed.

Section 2. Findings. The Commission has ascertained and does hereby find and declare as follows:

(a) The County is presently authorized to levy and collect the Special School District Tax at a rate of \$.51 on each one hundred dollars (5.1 mills on each dollar) of assessed value pursuant to Amendment No. 3 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(b) The County is presently authorized to levy and collect the Expiring School District Tax at a rate of \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value pursuant to Amendment No. 82 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(c) The Expiring School District Tax is scheduled for a final collection on October 1, 2021, being the collection for the tax year that began on October 1, 2020.

(d) The Board has requested that the County adjust the rate at which the Special School District Tax is levied to a maximum rate, for any tax year of the County commencing with the tax year following the final year in which the Expiring School District Tax is levied, which is equal to \$1.39 on each \$100 (13.9 mills on

each dollar) of assessed value, said adjusted rate being equal to the combined rate of the Special School District Tax and the Expiring School District Tax, as each is presently levied.

(e) Pursuant to a notice published in The Birmingham News on May 28, 2021, and June 4, 2021, the Commission called a special public hearing to be held at 9:00 a.m. on Thursday, June 10, 2021, on the proposed adjustment in the rate at which the Special School District Tax is levied.

(f) At the said special public hearing held on June 10, 2021, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed adjustment in the rate of the Special School District Tax.

(g) It is necessary and desirable and in the public interest that the Commission, acting pursuant to the request of the Board, propose an adjustment in the rate at which the Special School District Tax is levied in accordance with Section 3 of this Resolution and Order, subject to the conditions set forth in Section 4 of this Resolution and Order.

Section 3. Proposed Adjustment in Rate of Special School District Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said special public hearing, the Commission, acting pursuant to the request of the Board, proposes to adjust the rate at which the County is authorized to levy and collect the Special School District Tax to a maximum rate, for any tax year commencing on or after the 2021 Tax Year, which is equal to \$1.39 on each \$100 (13.9 mills on each dollar) of assessed value, such adjustment being equal to \$.88 on each one hundred dollars (8.8 mills on each dollar) of assessed value and, if approved, to coincide with expiration of the Expiring School District Tax, so as to renew, preserve and continue, and to effect no net increase in, the total rate of district ad valorem school tax presently levied in the Special School Tax District.

Section 4. Proposed Adjustment Subject to Approval of Legislature and Electorate. The proposed adjustment in the rate at which the Special School District Tax may be levied and collected pursuant to this Resolution and Order is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors residing in the Trussville School District who vote on the proposed adjustment at a special election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.

Commissioner \_\_\_\_\_ moved that said Resolution and Order be adopted, which motion was seconded by Commissioner \_\_\_\_\_ and, upon said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

\*

\*

\*

**PROCEEDINGS PERTAINING TO  
AN ADJUSTMENT IN RATE OF AN  
AD VALOREM TAX LEVIED IN THE MIDFIELD  
SCHOOL DISTRICT IN THE COUNTY**

The following resolution and order was introduced in writing by Commissioner

\_\_\_\_\_:

BE IT RESOLVED, ORDERED and DECREED by the Jefferson County Commission (herein called "the Commission"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution and Order, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

"2021 Tax Year" means the tax year commencing on October 1, 2021, for which year district ad valorem taxes are due and payable on October 1, 2022.

"Amendment No. 3" means that certain amendment to the Constitution that was proposed by Act No. 60 enacted at the 1915 Regular Session of the Legislature of Alabama.

"Amendment No. 82" means that certain amendment to the Constitution that was proposed by Act No. 459 enacted at the 1949 Regular Session of the Legislature of Alabama.

"Amendment No. 325" means that certain amendment to the Constitution that was proposed by Act No. 116 enacted at the 1971 Third Special Session of the Legislature of Alabama.

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Midfield City Board of Education.

"Constitution" means the Constitution of Alabama of 1901.

"County" means Jefferson County, Alabama.

"Expiring School District Tax" means the special district ad valorem tax for public school purposes that is authorized in Amendment No. 82 to be levied and collected on taxable property in the Midfield School District.

"Midfield School District" means the special school tax district in the County subject to the jurisdiction and control of the Board, which consists of all the area of the County lying within the corporate limits of the City of Midfield, Alabama, as such school tax district now exists or as it may be hereafter formed.

"Special School District Tax" means the special district ad valorem tax for public school purposes that is authorized in section 2 of Amendment No. 3 to be levied and collected on taxable property in the Midfield School District.

Section 2. Findings. The Commission has ascertained and does hereby find and declare as follows:

(a) The County is presently authorized to levy and collect the Special School District Tax at a rate of \$.60 on each one hundred dollars (6.0 mills on each dollar) of assessed value pursuant to Amendment No. 3 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(b) The County is presently authorized to levy and collect the Expiring School District Tax at a rate of \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value pursuant to Amendment No. 82 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(c) The Expiring School District Tax is scheduled for a final collection on October 1, 2021, being the collection for the tax year that began on October 1, 2020.

(d) The Board has requested that the County adjust the rate at which the Special School District Tax is levied to a maximum rate, for any tax year of the County commencing with the tax year following the final year in which the Expiring

School District Tax is levied, which is equal to \$1.65 on each \$100 (16.5 mills on each dollar) of assessed value, said adjusted rate being equal to the combined rate of the Special School District Tax and the Expiring School District Tax, as each is presently levied.

(e) Pursuant to a notice published in The Birmingham News on May 28, 2021, and June 4, 2021, the Commission called a special public hearing to be held at 9:00 a.m. on Thursday, June 10, 2021, on the proposed adjustment in the rate at which the Special School District Tax is levied.

(f) At the said special public hearing held on June 10, 2021, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed adjustment in the rate of the Special School District Tax.

(g) It is necessary and desirable and in the public interest that the Commission, acting pursuant to the request of the Board, propose an adjustment in the rate at which the Special School District Tax is levied in accordance with Section 3 of this Resolution and Order, subject to the conditions set forth in Section 4 of this Resolution and Order.

Section 3. Proposed Adjustment in Rate of Special School District Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said special public hearing, the Commission, acting pursuant to the request of the Board, proposes to adjust the rate at which the County is authorized to levy and collect the Special School District Tax to a maximum rate, for any tax year commencing on or after the 2021 Tax Year, which is equal to \$1.65 on each \$100 (16.5 mills on each dollar) of assessed value, such adjustment being equal to \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value and, if approved, to coincide with expiration of the Expiring School District Tax, so as to renew, preserve and continue, and to effect no net increase in, the total rate of district ad valorem school tax presently levied in the Special School Tax District.

Section 4. Proposed Adjustment Subject to Approval of Legislature and Electorate. The proposed adjustment in the rate at which the Special School District Tax may be levied and collected pursuant to this Resolution and Order is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors residing in the Midfield School District who vote on the proposed adjustment at a special election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.

Commissioner \_\_\_\_\_ moved that said Resolution and Order be adopted, which motion was seconded by Commissioner \_\_\_\_\_ and, upon said motion being put to vote, the



following vote was recorded:

YEAS:

NAYS:

\* \* \*

[To be published in The Birmingham News  
on May 28, 2021, and June 4, 2021]

### NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the Jefferson County Commission in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, on Thursday, June 10, 2021, at 9:00 o'clock, a.m., for the purpose of allowing members of the public to express views, orally or in writing, as to a request by the Midfield City Board of Education that the Jefferson County Commission assist the board in renewing, preserving and continuing the current rate of district ad valorem school tax levied for the benefit of the board by adjusting the rate at which a special ad valorem tax for public school purposes is levied in the special school tax district in Jefferson County known as the Midfield School District, consisting of all that part of the County lying within the corporate limits of the City of Midfield, Alabama. The proposed action by the Jefferson County Commission, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said school tax district voting at an election called for such purpose, will permit an adjustment in the rate at which the special school district tax authorized by Amendment No. 3 of the Constitution of Alabama is levied in the said school tax district from the current rate of \$.60 on each one hundred dollars (6.0 mills on each dollar) of assessed value to a maximum rate which is equal to \$1.65 on each one hundred dollars (16.5 mills on each dollar) of assessed value. The adjustment in rate

hereinabove described is equal to \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value and, if approved, is to coincide with an equivalent reduction in the rate of a special school district tax in the said school district, so as to renew, preserve and continue, and to effect no net increase in, the total rate of ad valorem tax levied therein. Members of the public are invited and encouraged to attend said public hearing.

JEFFERSON COUNTY COMMISSION

[To be published in The Birmingham News  
on May 28, 2021, and June 4, 2021]

NOTICE OF  
PUBLIC HEARING

Notice is hereby given that a public hearing is called to be held before the Jefferson County Commission in the Commission Chambers in the Jefferson County Courthouse in Birmingham, Alabama, on Thursday, June 10, 2021, at 9:00 o'clock, a.m., for the purpose of allowing members of the public to express views, orally or in writing, as to a request by the Midfield City Board of Education that the Jefferson County Commission assist the board in renewing, preserving and continuing the current rate of district ad valorem school tax levied for the benefit of the board by adjusting the rate at which a special ad valorem tax for public school purposes is levied in the special school tax district in Jefferson County known as the Midfield School District, consisting of all that part of the County lying within the corporate limits of the City of Midfield, Alabama. The proposed action by the Jefferson County Commission, which is subject to the approval of the Legislature of Alabama and a majority of the qualified electors of the said school tax district voting at an election called for such purpose, will permit an adjustment in the rate at which the special school district tax authorized by Amendment No. 3 of the Constitution of Alabama is levied in the said school tax district from the current rate of \$.60 on each one hundred dollars (6.0 mills on each dollar) of assessed value to a maximum rate which is equal to \$1.65 on each one hundred dollars (16.5 mills on each dollar) of assessed value. The adjustment in rate hereinabove described is equal to \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value and, if approved, is to coincide with an equivalent reduction in the rate of a special school district tax in the said school district, so as to renew, preserve and continue, and to effect no net increase in, the total rate of ad valorem tax levied therein. Members of the public are invited and encouraged to attend said public hearing.

JEFFERSON COUNTY COMMISSION

**PROCEEDINGS PERTAINING TO  
AN ADJUSTMENT IN RATE OF AN  
AD VALOREM TAX LEVIED IN THE MIDFIELD  
SCHOOL DISTRICT IN THE COUNTY**

The following resolution and order was introduced in writing by Commissioner

\_\_\_\_\_:

BE IT RESOLVED, ORDERED and DECREED by the Jefferson County Commission (herein called "the Commission"), in the State of Alabama, as follows:

Section 1. Definitions. The following words and phrases used in this Resolution and Order, and others evidently intended as the equivalent thereof, shall, in the absence of a clear implication herein otherwise, be given the following respective interpretations herein:

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"Amendment No. 82" means that certain amendment to the Constitution that was proposed by Act No. 459 enacted at the 1949 Regular Session of the Legislature of Alabama.

"Amendment No. 325" means that certain amendment to the Constitution that was proposed by Act No. 116 enacted at the 1971 Third Special Session of the Legislature of Alabama.

"Amendment No. 373" means that certain amendment to the Constitution that was proposed by Act No. 6 enacted at the 1978 Second Special Session of the Legislature of Alabama.

"Board" means the Midfield City Board of Education.

"Constitution" means the Constitution of Alabama of 1901.

"County" means Jefferson County, Alabama.

"Expiring School District Tax" means the special district ad valorem tax for public school purposes that is authorized in Amendment No. 82 to be levied and collected on taxable property in the Midfield School District.

"Midfield School District" means the special school tax district in the County subject to the jurisdiction and control of the Board, which consists of all the area of the County lying within the corporate limits of the City of Midfield, Alabama, as such school tax district now exists or as it may be hereafter formed.

"Special School District Tax" means the special district ad valorem tax for public school purposes that is authorized in section 2 of Amendment No. 3 to be levied and collected on taxable property in the Midfield School District.

Section 2. Findings. The Commission has ascertained and does hereby find and declare as follows:

(a) The County is presently authorized to levy and collect the Special School District Tax at a rate of \$.60 on each one hundred dollars (6.0 mills on each dollar) of assessed value pursuant to Amendment No. 3 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(b) The County is presently authorized to levy and collect the Expiring School District Tax at a rate of \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value pursuant to Amendment No. 82 and proceedings heretofore taken by the Commission under Amendment No. 325 and Amendment No. 373.

(c) The Expiring School District Tax is scheduled for a final collection on October 1, 2021, being the collection for the tax year that began on October 1, 2020.

(d) The Board has requested that the County adjust the rate at which the Special School District Tax is levied to a maximum rate, for any tax year of the County commencing with the tax year following the final year in which the Expiring

School District Tax is levied, which is equal to \$1.65 on each \$100 (16.5 mills on each dollar) of assessed value, said adjusted rate being equal to the combined rate of the Special School District Tax and the Expiring School District Tax, as each is presently levied.

(e) Pursuant to a notice published in The Birmingham News on May 28, 2021, and June 4, 2021, the Commission called a special public hearing to be held at 9:00 a.m. on Thursday, June 10, 2021, on the proposed adjustment in the rate at which the Special School District Tax is levied.

(f) At the said special public hearing held on June 10, 2021, all members of the public were afforded the opportunity to express their views, orally and in writing, on the proposed adjustment in the rate of the Special School District Tax.

(g) It is necessary and desirable and in the public interest that the Commission, acting pursuant to the request of the Board, propose an adjustment in the rate at which the Special School District Tax is levied in accordance with Section 3 of this Resolution and Order, subject to the conditions set forth in Section 4 of this Resolution and Order.

Section 3. Proposed Adjustment in Rate of Special School District Tax. Pursuant to subsection (f) of Amendment No. 373 and after the said special public hearing, the Commission, acting pursuant to the request of the Board, proposes to adjust the rate at which the County is authorized to levy and collect the Special School District Tax to a maximum rate, for any tax year commencing on or after the 2021 Tax Year, which is equal to \$1.65 on each \$100 (16.5 mills on each dollar) of assessed value, such adjustment being equal to \$1.05 on each one hundred dollars (10.5 mills on each dollar) of assessed value and, if approved, to coincide with expiration of the Expiring School District Tax, so as to renew, preserve and continue, and to effect no net increase in, the total rate of district ad valorem school tax presently levied in the Special School Tax District.

Section 4. Proposed Adjustment Subject to Approval of Legislature and Electorate. The proposed adjustment in the rate at which the Special School District Tax may be levied and collected pursuant to this Resolution and Order is subject to (a) the approval of the Legislature to be evidenced by an act thereof, and (b) the approval of a majority of the qualified electors residing in the Midfield School District who vote on the proposed adjustment at a special election called and held for such purpose pursuant to the provisions of subsection (f) of Amendment No. 373.



Commissioner \_\_\_\_\_ moved that said Resolution and Order be adopted, which motion was seconded by Commissioner \_\_\_\_\_ and, upon said motion being put to vote, the following vote was recorded:

YEAS:

NAYS:

\* \* \*