



# ***Dale County Commission***

## **Commission Meeting Minutes – March 12, 2024**

The Dale County Commission convened in a regular session Tuesday, March 12, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; and District Four Commissioner Frankie Wilson.

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

### **APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS**

Commissioner Enfinger made a motion to approve the memorandum of warrants and minutes:

#### **Memorandum of Warrants:**

- Accounts Payable Check Numbers: 98499 – 98739.
- Payroll Check Numbers: 154957 – 154961.
- Direct Deposit Check Numbers: 427995 - 428139.

Minutes: Commission Meeting of February 27, 2024.

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

### **APPROVED – PERSONNEL**

Commissioner Grantham made a motion to approve the following:

- Stephanie Carmichael – Deputy – Sheriff Office – increase in education.
- Dillon Lopez – Certified Deputy – Sheriff Office – New Hire.

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

**APPROVED – TRAVEL**

Commissioner Enfinger made a motion to approve the following:

- Andrew Faulk, Linda Miller, Cheryl Ganey – CGEI Finance & Revenue – April 24-25, 2024.
- Cheryl Ganey, Matt Simechak – CGEI Attorney & Admin Legislative – July 17-18, 2024.
- Linda Miller – CGEI Personnel Administrator – September 11-12, 2024.

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

**APPROVED – CAPITAL ASSETS**

Commissioner Wilson made a motion to approve to the request of the Sheriff to surplus vehicles on Gov Deals. See Exhibit 1.

Commissioner Enfinger the motion, all voted aye. Motion carried.

**APPROVED – ARPA FUNDS – VIVIAN B ADAMS SCHOOL**

Commissioner Carroll made a motion to approve an ARPA expenditure for the Vivian B. Adams School. See Exhibit 2.

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

**APPROVED – ARPA FUNDS – BROADBAND**

Commissioner Wilson made a motion to approve an ARPA expenditure for a grant for broadband expansion in Dale County. See Exhibit 3.

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

**APPROVED – ARPA FUNDS – ARITON MUSEUM**

Commissioner Carroll made a motion to approve an ARPA expenditure for an Ariton museum project. See Exhibit 4.

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

**APPROVED – ARPA FUNDS – IAC REVIEW**

Commissioner Enfinger made a motion to approve opening an IAC review of an ARPA funds expenditure for building improvement for Auburn Extension operations.

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

**APPROVED – CAPITAL FUND EXPENDITURE**

Commissioner Carroll made a motion to approve a capital fund, Fund 116, expenditure for an air conditioning unit in the Creel Richardson building. See Exhibit 5.

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

**APPROVED – CARD CONNECT AGREEMENT – SOLID WASTE**

Commissioner Grantham made a motion to approve the Card Connect agreement for credit card services for the Solid Waste software.

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

**APPROVED – ADECA GRANT**

Commissioner Enfinger made a motion to approve the 2024 Sheriff's Advancement ADECA grant (Pistol Permit). See Exhibit 6.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, March 26, 2024, at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Enfinger made a motion to adjourn the meeting. Commissioner Wilson seconded the motion. All voted aye. Motion carried.

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



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Steve McKinnon, Chairman



**Sheriff Mason Bynum**

**DALE COUNTY SHERIFF'S OFFICE**

P.O. Box 279, Ozark, Alabama 36361  
Telephone: 334-774-2335 Fax: 334-774-2909  
Email: info@daleso.com

**February 29, 2024**

**To: Cheryl Ganey, County Administrator**

**From: Sheriff Mason Bynum**

**Re: Surplus Vehicle**

**Please remove the listed vehicles from our inventory. They are no longer beneficial to the operations of the Sheriff Office and are incurring undue repair costs. We would like to surplus them from our inventory.**

- \*HHR vin# 3GNBAADB8AS518298
- \*HHR vin# 3GNBAADB7AS519426
- \*HHR vin# 3GNBAADB8AS519632
- \*HHR vin# 3GNBAADB7AS523986

**If you have any questions please let me know.**

v/r,

A handwritten signature in black ink, appearing to read "Mason Bynum". The signature is written over a large, faint, watermark-style star logo that spans the center of the page. The watermark logo is identical to the one in the top left corner.

**Sheriff Mason Bynum**

**RESOLUTION TO ALLOCATE AMERICAN RESCUE PLAN REVENUE REPLACEMENT FUNDS TO SUPPORT VIVIAN B. ADAMS SCHOOL**

**WHEREAS**, Dale County, Alabama (“the County”) has received American Rescue Plan Act state and local fiscal recovery funds (“ARPA funds”) and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) award under the American Rescue Plan Act (“ARPA funds”) from the U.S. Department of the Treasury (“Treasury”), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, has been duly designated as revenue replacement funds (“revenue replacement funds”); and

**WHEREAS**, these ARPA revenue replacement funds may be used for the purpose of providing government services; and

**WHEREAS**, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out government services; and

**WHEREAS**, the County may provide funds to third parties to provide for health care services to the poor and needy, Alabama Const. § 88 & Code of Alabama (1975) § 38-2-9; and

**WHEREAS**, the Vivian B. Adams School (“VBAS”) provides care for individuals with intellectual and developmental disabilities (“patients”), the vast majority of which are indigent; and

**WHEREAS**, providing funds to VBAS to enhance these services will serve a public purpose by conferring a direct benefit to a significant portion of the community and it is within the county’s statutory authority to provide these services; and

**WHEREAS**, the Dale County Commission has determined that making an allocation to the VBAS to support this public purpose is a necessary, reasonable, and proportionate expenditure of ARPA funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The County Commission hereby allocates up to \$150,000.00 of ARPA funds, hereby designated as revenue replacement funds, to facilitate the governmental services as described herein.
- 2) The Commission Chairman is hereby authorized to negotiate and execute a funding agreement with VBAS to support this public purpose, provided that the agreement is consistent with this Resolution, state and federal law, and the terms and conditions of the County’s ARPA award.
- 3) Upon execution, the County Administrator is delegated the authority to expend ARPA revenue replacement funds to provide for these governmental services in support of this public purpose.
- 4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

- 5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 27th day of February 2024.



Steve McKinnon  
Chairman, Dale County Commission

**RESOLUTION ALLOCATING FUNDS AND APPROVING THE DALE COUNTY BROADBAND EXPANSION GRANT PROGRAM AND APPLICATION**

**WHEREAS**, Dale County, Alabama (the "County") has received American Rescue Plan Act fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, the County may make necessary investments in broadband infrastructure using ARPA funds; and

**WHEREAS**, the County has identified several unserved and underserved areas of the county where expansion of broadband fiber optic infrastructure could be constructed to provide internet service opportunities to a significant number of citizens of the county; and

**WHEREAS**, the County has decided to undertake a county broadband expansion project through a grant program designed to identify and award a grant to qualified provider applicants that can construct broadband fiber optic infrastructure and provide services in the unserved and underserved areas of the county as identified in the application to be advertised and solicited by the Dale County Commission.

**THEREFORE BE IT RESOLVED BY THE DALE COUNTY COMMISSION THAT:**

1. The County hereby allocates up to \$1,000,000 of its ARPA funds to be awarded, as appropriate and authorized under state and federal law, to a qualifying third-party provider to assist with the funding of an eligible broadband infrastructure project.
2. To this end, the County hereby approves the content and format of the Dale County Broadband Grant Application as set before them.
3. The Dale County Broadband Grant Application is hereby approved for advertisement and solicitation in compliance with federal and state requirements and guidelines, with said advertisement to begin as soon as is practicable following the passage of this resolution.
4. Dale County Administrator Cheryl Ganey is hereby designated to administer and oversee all aspects of the application process, including but not limited to:
  - (a) publishing and disseminating announcement of the grant opportunity as widely as possible and in compliance with federal and state requirements and guidance;
  - (b) monitoring the application process and addressing questions from potential applicants;
  - (c) providing for careful review of all properly submitted applications received by the deadline for submission to allow for the grant award to be made to the most qualified applicant; and
  - (d) performing any other tasks as necessary and/or requested by members of the Dale County Commission.
5. That following the submission and review of applications, the Dale County Commission will determine if it is in the interest of the county and its citizens to approve a grant application, and if so determined, will award the grant to the best qualified applicant and thereafter enter into an

agreement for the project to be completed no later than December 31, 2026, with such agreement including all terms and conditions required by federal and state requirements and guidance.

**BE IT FURTHER RESOLVED** that a copy of this resolution be spread upon the minutes of the March 12, 2024, meeting of the Dale County Commission.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 12st day of March, 2024.



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Steve McKinnon, Chairman  
Dale County Commission



## **RESOLUTION TO ALLOCATE AMERICAN RESCUE PLAN REVENUE REPLACEMENT FUNDS TO SUPPORT GOVERNMENT SERVICES**

**WHEREAS**, Dale County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

**WHEREAS**, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, has been duly designated as revenue replacement funds ("revenue replacement funds"); and

**WHEREAS**, these ARPA revenue replacement funds may be used for the purpose of providing government services, for example, the operation of public cultural facilities like museums; and

**WHEREAS**, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out government services; and

**WHEREAS**, Ala. Code § 11-47-16 authorizes both the County and the Recipient to establish, operate, maintain, or contract with others to operate and maintain public cultural facilities, including museums, for the purpose of making cultural facilities available to the public; and

**WHEREAS**, Ala. Code § 11-1-10(b) authorizes the County to contribute funds for projects performed by other governments which provide a useful and feasible development for use by the public; and

**WHEREAS**, the Town of Ariton, Alabama has requested funding for the restoration/renovation of the Ariton bus depot and development of a town history museum therein; and

**WHEREAS**, the Dale County Commission has determined that providing funding to the Town of Ariton to support this public purpose is a necessary, reasonable, and proportionate expenditure of ARPA funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION** as follows:

- 1) The County Commission hereby allocates up to \$60,000.00 of ARPA funds, hereby designated as revenue replacement funds, to facilitate the governmental services as described herein.
- 2) The Commission Chairman is hereby authorized to negotiate and execute a funding agreement with the Town of Ariton to support this public purpose, provided that the agreement is consistent with this Resolution, state and federal law, and the terms and conditions of the County's ARPA award.
- 3) Upon execution, the County Administrator is delegated the authority to expend ARPA revenue replacement funds to provide for these governmental services in support of this public purpose.
- 4) The ARPA Program Director is charged with ensuring that Revenue Replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate

COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.

- 5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by December 31, 2026.

**IN WITNESS WHEREOF**, the Dale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 11th day of March 2024.



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Steve McKinnon  
Chairman, Dale County Commission



**Proposed by: CHAD MESEY**  
 186 NORTH UNION AVE  
 Ozark, AL 36360  
 Tel : 334-774-8050  
 chad@haglerac.com  
[www.haglerac.com](http://www.haglerac.com) HVAC  
 STATE LICENSE # 00157  
 REFRIGERATION STATE  
 LICENSE # 51409

DALE COUNTY E 911  
 113 WEST REYNOLDS  
 STREET  
 OZARK, AL 36360  
 Tel : 334-733-9584  
 cajun.evans@dalecountyal.gov

**Exhibit 5**



Turn to the experts



**7.5 TON CARRIER SPLIT HEAT PUMP 280/230V WITH HAIL GAURDS.**

Your Investment

**\$24,317**

**MODELS**

**Carrier**

15KW 208/230V HEAT STRIPS  
 15KW HEAT STRIPS 208/230V 3PH  
 1 YEAR PARTS

**Carrier**

TH5220D1003  
 -FocusPRO 5000  
 -Digital Non Programmable Thermostat  
 -10-year parts limited warranty upon timely registration  
 -5 years if not registered within 90 day

Net Investment

**\$24,317**

**INCLUDED SERVICES:**

- 24 HOUR SERVICE GUARANTEE - HAGLER HEATING AND COOLING OFFER 24/7 SERVICE YEAR ROUND
- NO SURPRISES WITH INSTALLATION OF EQUIPMENT OR PRICING GUARANTEE
- ▶ USING DIGITAL GAUGES TO ENSURE YOUR NEW SYSTEMS REFRIGERANT IS CHARGED TO THE MANUFACTURER SPECS
- EVACUATE REFRIGERANT SYSTEM AND PROPERLY DISPOSE OF OLD REFRIGERANT
- EXPLAIN SYSTEM OPERATION ONCE THE INSTALL IS COMPLETE BY THE LEAD INSTALLER AND ONCE AGAIN BY COMFORT ADVISOR DURING THE FOLLOW UP
- USE EXISTING FLUSHED REFRIGERANT LINES AND REPLACE COPPER INSULATION
- USE EXISTING CONTROL WIRE WITH NEW SEAL TIGHT INSULATION
- CEILING AND FLOOR SAVER DRAIN SAFETY SWITCH TO HELP PREVENT FLOOR OR CEILING DAMAGE FROM CLOGGED DRAINS
- NEW DRAIN
- INSTALLING INDOOR UNIT. USING A METAL TRANSITION WITH A NOISE REDUCTION CANVAS.
- CLEAN UP AFTER INSTALLATION AND HAUL AWAY OLD EQUIPMENT



**Choose Your Payment Option**

- Credit Card       Financing       Check
- Cash       Bill via Invoice       Leased Through



**Choose Your Equipment Option**

- 7.5 TON CARRIER SPLIT HEAT PUMP 280/230V WITH

# Agreement Identifying Information

*THIS GRANT AGREEMENT, consisting of the Agreement Information and the*  
is entered into by and between the  
Alabama Department of Economic and Community Affairs (ADECA)  
hereinafter called the "**Department**" and the

*Dale County Commission*

hereinafter referred to as the "**Subrecipient.**"  
The Agreement becomes effective the date first entered below

**Project Title:** Sheriff's Advancement 2024

**Subgrant Number:** 2024-PP-RF-70

**Geographic Location:** Ozark

**Subrecipient:** Dale County Commission

**County:** Dale County

**Funded By:** State

**Amount of Contract:** ***To Be Determined***

**State Funding Source:** Sheriff's Advancement

**State Grant Budget Begin:** 01/01/24

**State Grant Budget End:** 12/31/24

**SHERIFFS' ADVANCEMENT IN EDUCATION, TECHNOLOGY,  
AND TRAINING FUND GRANT AGREEMENT**

1. **PURPOSE:** Recipient shall use grant funds awarded under this Grant Agreement only for the same purposes for which pistol permit fees were authorized to be expended within the county on December 31, 2022.
2. **FUNDING AND COMPENSATION:** This project, for which this Grant Agreement is made, is financed with state funds from the Sheriffs' Advancement in Education, Technology, and Training Fund. Payment will be made in the following manner:

Funds shall be disbursed based upon the current balance of the Sheriffs' Advancement in Education, Technology, and Training Fund.

Payments made by the Alabama Department of Economic and Community Affairs (ADECA) under the terms of this Grant Agreement shall not constitute final approval of documents submitted or procedures used in formulating requests for payment.

3. **DURATION:** This Agreement is effective as of January 1, 2024, and will end December 31, 2024.
4. **TERMINATION:** The following provisions apply to termination under this Grant Agreement, whether termination by ADECA or by the Recipient. 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 ADECA determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by ADECA and the Recipient 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 Recipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Recipient 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 ADECA to the Recipient, ADECA shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Recipient 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 Recipient under this Agreement shall, at the option of ADECA, and if in accordance with applicable State and Federal regulations, become the property of ADECA. The Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the Recipient shall not be relieved of liability to ADECA for damages sustained by ADECA by virtue of any breach of the Agreement by the Recipient and ADECA may withhold any payments to the Recipient for the purpose of setoff until such time as the exact amount of damages due ADECA from the Recipient is determined.

5. **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 Ala. Const. art. XI, § 213.

6. **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.
7. **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 Ala. Const. art. I, § 14. 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.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

8. **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 Recipient, 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 Recipient, 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 Recipient, contractor or agency, or any other person.

9. **ACCESS TO RECORDS:** The Director of ADECA, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Recipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.
10. **ASSIGNABILITY:** The Recipient 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 ADECA thereto. Provided, however, that claims for money due, or to become due to the Recipient from ADECA 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 ADECA.
11. **CONTINGENCY CLAUSE:** It is expressly understood and mutually agreed that any ADECA commitment of funds herein shall be contingent upon receipt and availability by ADECA 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 ADECA under the terms of this Agreement shall not constitute final approval of documents submitted by the Recipient or of procedures used in formulating requests for payment to the Recipient. 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.

12. **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 Recipient certifies by signing this Agreement that no person under its employ or control who presently performs functions, duties, or responsibilities in connection with ADECA of grant-funded projects or programs has any personal and/or financial interest, direct or indirect, in this Agreement nor will the Recipient hire any person having such conflicting interest. The Recipient 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.
13. **DISCLOSURE STATEMENT:** Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to ADECA for all proposals, bids, contracts, or grant proposals in excess of \$5,000.
14. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS:** In addition to the provisions provided herein, the Recipient 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, Alabama procurement law (Ala. Code § 41-16-1 *et seq.*; Ala. Code § 41-4-110 *et seq.*), the Alabama Public Works Law (Ala. Code § 39-1-1 *et seq.*), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 *et seq.*), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 *et seq.*).

For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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.

15. **NONDISCRIMINATION:** The Recipient shall be and is prohibited from discriminating based on race, color, religion, sex, sexual orientation, gender identity, age, handicap, or national origin.
16. **RECORDS:** All records and files, including electronic storage media, shall be kept for a minimum period of three (3) years after termination of certification, or if any litigation, claim, or audit is started before the expiration of the three-year (3) period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The Director shall make the final determination as to what constitutes a satisfactory resolution of audit findings. The Recipient will provide ADECA, the Examiners of Public Accounts or any of their authorized representatives access to any pertinent books, documents, papers, or other records to make audits, examinations, excerpts and transcripts. NOTE: Property/equipment records should be kept for three (3) years from date of final disposition or termination of certification whichever is later. Retention of records involving competitive bids should comply with Ala. Code § 41-16-54(e), as applicable, which requires a retention period of at least seven (7) years.
17. **FUNDING ELIGIBILITY:** Eligibility for funding is contingent on the following:
- Recipient's award may not exceed the amount of the revenue received from pistol permit fees in fiscal year 2021 as indicated within the reports to the Department of Examiners of Public Accounts (Examiners).
  - Recipient's establishment of a separate fund in the county treasury to account for the grant funds and expenditure of the funds.

Agate Document Number: 2024-PP-RF-70  
grants.alabama.gov

**AGREEMENT SIGNATURES**

IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBRECIPIENT HAVE EXECUTED THIS AGREEMENT, CONSISTING OF THE AGREEMENT IDENTIFYING INFORMATION AND THE CONDITIONS STATED HEREIN, AS EVIDENCED BY THE SIGNATURES BELOW:

**ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**

Kenneth W. Boswell (AWT) on this date: 02/09/2024  
Kenneth W. Boswell (AWT) (Feb 9, 2024 14:33 CST)  
Kenneth W. Boswell, Director, or designee

This Agreement has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

**ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**

Meg Williams Fiedler (KWB) on this date: 02/07/2024  
Meg Williams Fiedler (KWB) (Feb 7, 2024 16:56 CST)  
Meg Williams Fiedler, General Counsel, or designee

**GOVERNOR'S OFFICE, STATE OF ALABAMA**

Kay Ivey on this date: 02/09/2024  
Kay Ivey (Feb 9, 2024 15:59 CST)  
Kay Ivey, Governor, or designee

**SUBRECIPIENT**

Steve Mckinnon on this date: 03/07/2024  
Steve Mckinnon (Mar 7, 2024 09:07 CST)  
Steve Mckinnon  
Commission Chairman