

CHAMBERS COUNTY COMMISSION MEETING.....MARCH 2, 2015

The Chambers County Commission met on Monday, March 2, 2015 at 4:00 P.M. CST with the following members in attendance: Chairman David Eastridge, Commissioners Charlie Williams, James Brown, Joe Blanks and Henry Osborne. Engineer Harvill, County Attorney McCoy and County Manager Dendy were also in attendance. Commissioner Wood was absent.

Chairman Eastridge called the meeting to order. Commissioner Williams led the pledge of allegiance and Commissioner Osborne gave the invocation. County Clerk Chambers conducted a roll call. The results of the roll call were as follow: District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Absent

RULES, WAYS AND MEANS COMMITTEE MEETING

Chairman Eastridge informed that the Rules, Ways and Means Committee would meet on Monday, March 9, 2015 at 8:00 CST at Attorney McCoy's office.

MINUTES AND WARRANTS PAYABLE

Commissioner Osborne motioned to adopt the February 17, 2015 minutes and warrants payable. Commissioner Brown seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To adopt the February 17, 2015 minutes and warrants payable."

AGENDA APPROVAL

Commissioner Brown motioned to approve the agenda as presented for the March 2, 2015 meeting. Commissioner Williams seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the agenda for the March 2, 2015 meeting."

RESOLUTION: TO FINANCE THE PURCHASE OF FOUR NEW MOTORGRADERS

Engineer Harvill requested a resolution to finance the purchase of four new motorgraders for a total of \$958,280 for five years with Farmers and Merchants Bank at an annual rate of 2.45%. Engineer Harvill informed that this would be a governmental lease purchase and would not count towards the county's general obligation debt. Chairman Eastridge informed that this resolution was recommended approval by the Public Facilities and Infrastructure Committee. It was **approved** by the "I" vote.

RESOLVED: "To finance the purchase of four new motorgraders for a total of \$958,280 by governmental lease purchase for five years with Farmers and Merchants Bank at an annual rate of 2.45%."

RESOLUTION: TO FINANCE THE PURCHASE OF FIVE NEW DUMP TRUCKS

Engineer Harvill requested a resolution to finance the purchase of five new dump trucks for a total of \$644,673 for three years with Farmers and Merchants Bank at an annual rate of 2.45%. Engineer Harvill informed that this would be a governmental lease purchase and would not count towards the county's general obligation debt. Chairman Eastridge informed that this resolution was recommended approval by the Public Facilities and Infrastructure Committee. It was **approved** by the "I" vote.

RESOLVED: "To finance the purchase of five new dump trucks for a total of \$644,673 by governmental lease purchase for three years with Farmers and Merchants Bank at an annual rate of 2.45%."

RESOLUTION: TO FINANCE THE PURCHASE OF TWO NEW LOWBOYS

Engineer Harvill requested a resolution to finance the purchase of two new lowboys for a total of \$215,714 for three years with Farmers and Merchants Bank at an annual rate of 2.45%. Engineer Harvill informed that this would be a governmental lease purchase and would not count towards the county's general obligation debt. Chairman Eastridge informed that this resolution was recommended approval by the Public Facilities and Infrastructure Committee. It was **approved** by the "I" vote.

RESOLVED: "To finance the purchase of two new lowboys for a total of \$215,714 by governmental lease purchase for three years with Farmers and Merchants Bank at an annual rate of 2.45%."

RESOLUTION: FINANCING FOR FULL DEPTH RECLAMATION OF COUNTY ROAD 105

Engineer Harvill requested a resolution to execute an agreement between Chambers County and Alabama Department of Transportation covering financing for the full depth reclamation of County Road 105 from State Road 77 to US 431, length 1.309 miles, project #STPNU-0914(251) (see pages 183-189). Chairman Eastridge informed that this resolution was recommended approval by the Public Facilities and Infrastructure Committee. It was **approved** by the "I" vote.

RESOLVED: "To execute an agreement between Chambers County and Alabama Department of Transportation covering financing for the full depth reclamation of County Road 105 from State Road 77 to US 431, length 1.309 miles, project #STPNU-0914(251) as attached hereto on pages 183-189."

RESOLUTION: FINANCING FOR FULL DEPTH RECLAMATION OF COUNTY ROAD 108

Engineer Harvill requested a resolution to execute an agreement between Chambers County and Alabama Department of Transportation covering financing for the full depth reclamation of County Road 108 from County Road 62 to State Road 77, length 3.076 miles, project #STPNU-0914 (250) (see pages 190-196). Chairman Eastridge informed that this resolution was recommended approval by the Public Facilities and Infrastructure Committee. It was **approved** by the "I" vote.

RESOLVED: "To execute an agreement between Chambers County and Alabama Department of Transportation covering financing for the full depth reclamation of County Road 108 from County Road 62 to State Road 77, length 3.076 miles, project #STPNU-0914 (250) as attached hereto on pages 190-196."

**RE-APPOINTMENT: HUGULEY WATER SEWER AND FIRE
PROTECTION AUTHORITY BOARD
HOMER HEARD**

Commissioner Brown motioned to re-appoint Homer Heard to the Huguley Water Sewer and Fire Protection Authority Board and waive the necessity of a first reading on said appointment. Commissioner Blanks seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To re-appoint Homer Heard to the Huguley Water Sewer and Fire Protection Authority Board and waive the necessity of a first reading on said appointment."

**RE-APPOINTMENT: HUGULEY WATER SEWER AND FIRE
PROTECTION AUTHORITY BOARD
CARLA SANDERS**

Commissioner Brown motioned to re-appoint Carla Sanders to the Huguley Water Sewer and Fire Protection Authority Board and waive the necessity of a first reading on said appointment. Commissioner Blanks seconded this motion. It was **approved** by the "I" vote. Chairman Eastridge abstained from voting advising that Ms. Sanders is related to his spouse.

RESOLVED: "To re-appoint Carla Sanders to the Huguley Water Sewer and Fire Protection Authority Board and waive the necessity of a first reading on said appointment."

PETITION TO VACATE A PORTION OF ROADWAY

Attorney McCoy informed that Christ-Serv, Inc. sought to petition to vacate of portion of roadway known as 35th Street located at Sylvia Manor located across from Walmart. McCoy noted a public hearing will need to be held in regards to this matter and hoped to have this hearing before the April meeting.

EXECUTIVE SESSION

Attorney McCoy requested an executive session is held to discuss pending litigation. Commissioner Brown motioned to have this executive session. Commissioner Blanks seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To hold an executive session to discuss pending litigation."

The executive was held and the meeting reconvened.

Attorney McCoy informed that the purpose of the executive session was to discuss pending litigation. No action was taken as a result of the executive session.

I have read the minutes and reviewed the warrants payable. I do hereby **APPROVE** the minutes and warrants payable.

Chairman David Eastridge _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner Henry Osborne _____

Commissioner Debbie Wood _____ **ABSENT**

**ALABAMA DEPARTMENT OF TRANSPORTATION****Bureau of County Transportation**

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>

Robert Bentley
Governor

John R. Cooper
Transportation Director

March 2, 2015

Chair of County Commission
Chambers County Commission
LaFayette, Alabama

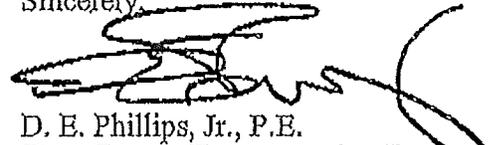
RE: STPNU-0914 (251)
CCP 09-05-13
Chambers County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Chambers County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh
Attachment

cc: Mr. Clay McBrien
Mr. Joshua Harvill
Mr. DeJarvis Leonard
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and CHAMBERS COUNTY, ALABAMA, (FEIN 63- 6001437) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the full depth reclamation of CR-105 from SR-77 to SR-1 (US-431). Length- 1.309 Miles. Project # STPNU-0914 (251), CCP 09-05-13, CPMS Ref. # 100063336.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2013)	\$ 277, 730.81
FA Funds (2014)	10, 447.13
County Funds	<u>72, 044.49</u>
Total (Incl. E&I and Indirect Cost)	\$ 360, 222.43

-2-

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

-3-

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

SEAL

ATTEST:

CHAMBERS COUNTY, ALABAMA

Clerk (Signature)

BY: _____
(Signature) Chairman
Chambers County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Chambers County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Full depth reclamation of CR-105 from SR-77 to SR-1 (US-431). Length- 1.309 Miles. Project # STPNU-0914 (251), CCP 09-05-13, CPMS Ref. # 100063336;

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

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

Passed, adopted, and approved this _____ day of _____,
20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Chambers County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation 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 by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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.



ALABAMA DEPARTMENT OF TRANSPORTATION
Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6530
Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

March 2, 2015

Chair of County Commission
Chambers County Commission
LaFayette, Alabama

RE: STPNU-0914 (250)
CCP 09-06-13
Chambers County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Chambers County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

A handwritten signature in black ink, appearing to read "D. E. Phillips, Jr.", written over a horizontal line.

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. Joshua Harvill
Mr. DeJarvis Leonard
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and CHAMBERS COUNTY, ALABAMA, (FEIN 63- 6001437) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the full depth reclamation of CR-108 from CR-62 TO SR-77. Length- 3.076 Miles. Project # STPNU-0914 (250), CCP 09-06-13, CPMS Ref. # 100063337.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Region) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2014)	\$ 438, 009.93
County Funds	<u>109, 502.48</u>
Total (Incl. E&I and Indirect Cost)	\$ 547, 512.41

-2-

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

CHAMBERS COUNTY, ALABAMA

Clerk (Signature)

BY:

(Signature) Chairman
Chambers County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Chambers County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Full depth reclamation of CR-108 from CR-62 TO SR-77. Length- 3.076 Miles. Project # STPNU-0914 (250), CCP 09-06-13, CPMS Ref. # 100063337;

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

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

Passed, adopted, and approved this _____ day of _____, 20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Chambers County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation 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 by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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.