

CHAMBERS COUNTY COMMISSION MEETING	MAY 16, 2016
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The Chambers County Commission met on Monday, May 16, 2016, at 4:00PM CST with the following members present: Commission Chairman, Joe Blanks, Commissioners, Debbie Wood, Charlie Williams, James Brown, Henry Osborne and David Eastridge. County Engineer Harvill, County Attorney McCoy and County Manager Chambers were also present.

Chairman Blanks called the meeting to order. Commissioner Williams led the pledge of allegiance and Commissioner Wood gave the invocation. Linda Anderson, County Clerk, conducted a roll call to establish a quorum. District 1 – Present, District 2 – Present, District 3 – Present, District 4 – Present, District 5 – Present, District 6 – Present; County Attorney McCoy – Present

PUBLIC COMMENTS FROM CITIZENS

Diane Perry, representing the City of LaFayette, approached the Commission, requesting the use of the Courthouse rotunda on May 24, 2016, from 4:30 until 7:00 pm CT. The purpose was to gather public comments on the proposed, new City Park. Attorney McCoy stated that two county employees would need to be present to supervise use for insurance liability purposes. The request was considered in New Business after amending the agenda.

COMMENTS FROM ELECTED OFFICIALS
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Commissioner Eastridge advised citizens to pay only two months (\$32.90) on their Advanced Disposal garbage service due to the county waste contract possibly being awarded to a new provider beginning August 1, 2016.

Extension Director, Ken McMillian gave an update on the Agricultural Park Grant projects and invited everyone to the September 8th kickoff at the Agriculture Center from 4:00 – 7:00pm CT.

Commissioner Brown announced a Public Facilities and Infrastructure Meeting on June 6, 2016, at 2:30 pm CT. It was also noted that there would be a Public Hearing on the Kirk Street closing on June 6, 2016, at 3:45pm CT.

APPROVAL OF MINUTES AND WARRANTS PAYABLE

Commissioner Wood motioned to adopt the May 2, 2016, minutes and warrants payable and Commissioner Brown seconded it. It was **approved** by the “I” vote.

RESOLVED: “To adopt the May 2, 2016, minutes and warrants payable”

AMENDED & REGULAR AGENDA APPROVAL
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Commissioner Wood motioned for the May 16, 2016, agenda to be amended to include an item of business for the City of LaFayette to use the Courthouse rotunda on May 24, 2016, for hearing public comments on the new proposed City of LaFayette Park, subject to two (2) county employees agreeing to supervise said use (Pages). Commissioner Osborne seconded the motion. It was **approved** by the “I” vote.

RESOLVED: “To amend the agenda to include an item of business for the City of LaFayette to use the Courthouse rotunda on May 24, 2016, for hearing public comments on the proposed new City of LaFayette Park”

Commissioner Wood motioned for the City of LaFayette to be allowed to use the Courthouse rotunda on May 24, 2016, from 4:30 – 7:00pm CT, for the purpose of conducting a public forum on the proposed new City Park, provided two (2) county employees agree to supervise said use (Pages 767-768). Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To approve the City of LaFayette to use the Courthouse Rotunda on May 24, 2016, from 4:30 – 7:00pm CT, for the purpose of conducting a public forum on the proposed new City Park, provided two (2) county employees agree to supervise said use”

NEW BUSINESS

COUNTY MANAGER REGINA CHAMBERS

Manager Chambers requested a resolution authorizing her to act as the Project Director of the Cooperative Agreement #2016-42 between Coosa Valley RC&D Council and Chambers County Commission (Pages 769-770) with \$6,000.00 coming from the Education Fund. This is for improvements at the Agriculture Center paid by grant money with no matching funds. Commissioner Eastridge motioned for the resolution. Commissioner Brown seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize County Manager Chambers to act as the Project Director of the Cooperative Agreement #2016-42 between Coosa Valley RC&D Council and Chambers County Commission”

Manager Chambers requested a resolution authorizing her to act as the Project Director of the Cooperative Agreement #2016-43 between Coosa Valley RC&D Council and Chambers County Commission (Pages 771-772) with \$8,000.00 coming from the General Fund. Commissioner Wood motioned for the resolution. Commissioner Osborne seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize County Manager Chambers to act as the Project Director of the Cooperative Agreement #2016-43 between Coosa Valley RC&D Council and Chambers County Commission”

Manager Chambers requested a resolution authorizing her to send a letter on behalf of DHR Director Julia Ann Hyde, authorizing Mrs. Hyde to apply for a Juvenile Dependency Grant (Page 773). Commissioner Osborne motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the “**I**” vote.

RESOLVED: “To authorize Manager Chambers to send a letter on behalf of DHR Director Julia Ann Hyde, authorizing Mrs. Hyde to apply for a Juvenile Dependency Grant”

CHIEF DEPUTY RICHARD CARTER

Chief Deputy Richard Carter requested a resolution giving the Sheriff's Office permission to seek bids on 2017 patrol units. Commissioner Brown motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To give the Sheriff's Office permission to seek bids on 2017 patrol units"

ATTORNEY MCCOY

Attorney McCoy requested a resolution approving a Real Estate sales contract between Chambers County Commission and CCDA in the amount of \$6,000.00 (Pages 774-777). The property will be used for Hosana Home to provide an area of housing for clients. Commissioner Wood motioned for the resolution. Commissioner Eastridge seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the Real Estate sales contract between Chambers County Commission and CCDA in the amount of \$6,000.00"

Attorney McCoy requested a resolution approving a one year extension of the Chambers County Emergency Management contract with the dates being October 1, 2016 to September 30, 2017, and amounts staying the same (Pages 778-788). Commissioner Brown motioned for the resolution. Commissioner Eastridge seconded the motion. Discussion followed with Donnie Smith explaining the reason for the one year extension in lieu of the normal 3 year contract. It was **approved** by the "I" vote, with Commissioner Williams voting no.

RESOLVED: "To approve a one year extension of the Chambers County Emergency Management contract with the dates being October 1, 2016 to September 30, 2017, and amounts remaining the same"

Attorney McCoy requested resolution #05-16-16A in DOC format, approving a resolution creating a Community Corrections Program in Chambers County (Pages 789-791). Commissioner Wood motioned for the resolution. Commissioner Williams seconded the motion. It was **approved** by the "I" vote.

RESOLVED: "To approve resolution #5-16-16A, creating a Community Corrections Program in Chambers County"

ENGINEER HARVILL

Engineer Harvill requested the agenda be amended to include an item of business concerning the City of Lanett and bidding for repairs of culverts in the City. Commissioner Eastridge motioned, Commissioner Williams seconded. It was **approved** by the "I" vote.

RESOLVED: "To amend the agenda to include an item of business concerning the City of Lanett and bidding for repairs of culverts in the City"

Engineer Harvill requested a resolution allowing him to receive bids on behalf of the City of Lanett for replacement of culvert structures on 11th Avenue and Cherry Drive, damaged in the Christmas Eve floods in Lanett. Local or matching funds will be the responsibility of the City of Lanett. Commissioner Osborne motioned to approve the resolution. Commissioner Williams seconded the motion. It was **approved** by the "I" vote.

RESOLVED: “To allow Engineer Harvill to receive bids on behalf of the City of Lanett for replacement of culvert structures on 11th Avenue and Cherry Drive, damaged in the Christmas Eve floods in Lanett”

OLD BUSINESS

Commissioner Wood asked about the lights at exit 77. Engineer Harvill said he was working on that.

STAFF REPORTS

Attorney McCoy noted that Local Bill 492 had passed the legislature and would allow the County to raise its levelized sales tax equal to the City of LaFayette if they ever increased its city sales tax.

Attorney McCoy also stated Bill 169 passed. This bill prohibited municipalities from abating county property taxes unless they also abate a corresponding city tax.

Attorney McCoy further stated he had received an Attorney General opinion stating members of city or town councils could not serve on county water districts or authorities board of directors.

County Manager Chambers informed that representatives from the Thaxton Group would be here this week to begin gathering information for County financials.

Engineer Harvill noted that County bridge projects were progressing as well as work on 12th in Lanett. He also commended Assistant Engineer Daniel Lundy on his hard work on FEMA projects and also recognized Stanley Sellers and all of his Highway Staff. He said that a check for around \$400,000.00 would be forthcoming due to their efforts.

Chairman Blanks reminded everyone of the next meeting, Monday, June 6, 2016, at 4:00 pm CST.

There was no further business, the meeting adjourned.

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

Chairman Joe Blanks

Commissioner Charlie Williams

Commissioner Debbie Wood

Commissioner David Eastridge

Commissioner Henry Osborne

Commissioner James Brown

City of LaFayette

City Council

*Terry G. Mangrum
District A*

*David Ennis
District B*

*Erick N. Vines
District C*

*Michael C. Ellis
District D*

*Fammie B. Williams
District E*

Box 87

(334) 864-9812

LaFayette, Alabama 36862

Mayor

Barry D. Moody

May 16, 2016

Chambers County Commissioners
Chambers County Court House
2 South LaFayette Street
LaFayette, AL 36862

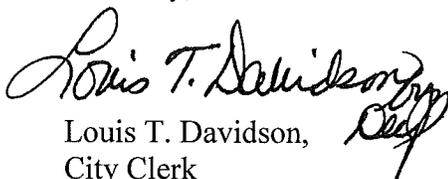
Good afternoon.

On behalf of the Mayor and City Council of the City of LaFayette and the City Park Advisory Team, I am requesting the use of the Chambers County Courthouse rotunda on the afternoon of Tuesday May 24, 2016 from the hours of 4:30-7:00.

The purpose of this request is to hold a meeting to receive community input into the upcoming development of the recently purchased 52 acres of land into a new city park. Hotdogs and light refreshments will be served. Law enforcement will be present and I (Louis T. Davidson) will be responsible for overseeing that the area is returned to its original condition and that all doors are locked. The time period of 4:30-7:00 will include pre meeting preparation as well as post meeting cleanup.

If there are any additional requirements/requests, please inform Assistant City Clerk Diane Perry. I thank you for your continued support and assistance with all City of LaFayette endeavors.

Sincerely,


Louis T. Davidson,
City Clerk

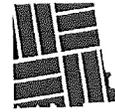
LTD/dwp

cc: Mayor and Council

SMART LANDSCAPES

landscape|hardscape|wildscape

Project Contact: Elise Cormier, PLA, CPSI
elise@SmartLandscapes.net
404-309-5889
www.SmartLandscapes.net
Facebook.com/SmartLandscapesDesign



City of LaFayette
STRENGTH WOVEN IN
www.CityofLaFayetteAL.com

Please join us

OPEN HOUSE

for

Your New City Park

"EVERY AGE, EVERY ABILITY"

Tuesday, May 24th, 2016
from 5:30 till 6:30 (Drop In)

LOCATION: details to come

The City of LaFayette is teaming up with Smart Landscapes to design a new city park for LaFayette residents of every age and every ability. Join us on Tuesday, May 24th for informal conversation about your new city park.

HOTDOGS AND LIGHT REFRESHMENTS PROVIDED

ASK A NEIGHBOR - Your City Park Advisory Team : Dr. Butch Busby | Ruby H. Carr | Patricia Davis | Louis Davidson |
Katie Hill | Councilmember Terry G. Mangram | Mayor Barry D. Moody | Darryl Seroyer | Tytianna Smith | Charlene Story |
Johnnie M. Sutton | Bell D. Todd | Councilmember Tammie B. Williams

STAY TUNED: www.CityofLaFayetteAL.com

**COOSA VALLEY RC&D COUNCIL
COOPERATIVE AGREEMENT**

Project #2016-42

This agreement is made and entered into on 4/20/16 by and between **Coosa Valley RC&D** (hereinafter called the "Council"), and **Chambers County Commission** (hereinafter called the "Grantee").

The purpose of this agreement is to implement the project as described in the attached application or proposal entitled, **"Chambers County Agricultural Center Expansion."**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:
 - A. To provide **\$6,000.00** in Education Funds for the above mentioned project if Grantee fulfills Cooperative Agreement.
 - B. To provide other assistance in planning and implementation as needed, available, and agreed to by the Council.
 - C. Payment of grant funds will be made AFTER all of the items listed below are complete. (See I. below).

2. The Grantee Agrees:
 - A. To use the grant funds only on projects that meet the RC&D mission and that have prior approval.
 - B. To provide in receipts **\$6,000.00** in cancelled checks/invoices, absorbing all costs of the grant if possible.
 - C. Operate and maintain the project with local resources.
 - D. Allow pre-arranged public tours of the project, if applicable.
 - E. Comply with all provisions of the Federal Civil Rights laws and regulations.
 - F. To spend funds only on items included and approved in the project proposal.
 - G. To return the signed contract to Coosa Valley RC&D.
 - H. Will complete the project and have the appropriate documentation in our office on or before **July 15, 2016.**
 - I. To request reimbursement of funds:
 - (1) Submit a one page final completion report
 - (2) Submit copies of all invoices, receipts, cancelled checks, totaling **\$6,000.00**
 - (3) Submit copies of all expenses showing total costs.
 - (4) Submit copies of all volunteer hours expended on this project.
 - (5) Submit pictures (preferably by e-mail) of the project (before, during, and after completion).

(6) Photo shoot arrangements and press releases will be made thru the council office.

J. If plans change and you will be unable to complete your project, please notify Coosa Valley RC&D office @ 256-253-2454 as soon as possible. Grantees who are not able to utilize the grant funds by the due date and fail to notify the RC&D office, may forfeit their right to participate in future grant programs.

K. Notify the Council before starting the project.

L. Give the Alabama RC&D Association, Coosa Valley RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and the right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.

3. It is Mutually Agreed:

A. This agreement shall become effective when both the Council and Grantee (or) Project Director have signed the Cooperative Agreement.

B. This agreement may be revised upon mutual consent of both parties.

C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

D. By signing this agreement, the recipient assures the Coosa Valley RC&D Council that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, State laws, rules, regulations, and policies. I certify all expenditures on this project were made in accordance with the proposed budget, and assume all responsibilities for any errors or omission for this submittal. We agree to reimburse the Coosa Valley RC&D council for any such errors. **All projects funds subject to availability and proration.**

SIGNATURES

Ashley Truett, Chairman

Date

Executive Director, Eddie May

Date

Project Director

Date

**COOSA VALLEY RC&D COUNCIL
COOPERATIVE AGREEMENT**

Project #2016-43

This agreement is made and entered into on 4/20/16 by and between **Coosa Valley RC&D** (hereinafter called the "Council"), and **Chambers County Commission** (hereinafter called the "Grantee").

The purpose of this agreement is to implement the project as described in the attached application or proposal entitled, **"Chambers County Agricultural Center Expansion."**

The Council and the Grantee deem it mutually advantageous to cooperate in this project, and hereby agree as follows.

1. The Council Agrees:
 - A. To provide **\$8,000.00** in General Funds for the above mentioned project if Grantee fulfills Cooperative Agreement.
 - B. To provide other assistance in planning and implementation as needed, available, and agreed to by the Council.
 - C. Payment of grant funds will be made AFTER all of the items listed below are complete. (See I. below).

2. The Grantee Agrees:
 - A. To use the grant funds only on projects that meet the RC&D mission and that have prior approval.
 - B. To provide in receipts **\$8,000.00** in cancelled checks/invoices, absorbing all costs of the grant if possible.
 - C. Operate and maintain the project with local resources.
 - D. Allow pre-arranged public tours of the project, if applicable.
 - E. Comply with all provisions of the Federal Civil Rights laws and regulations.
 - F. To spend funds only on items included and approved in the project proposal.
 - G. To return the signed contract to Coosa Valley RC&D.
 - H. Will complete the project and have the appropriate documentation in our office on or before **July 15, 2016.**
 - I. To request reimbursement of funds:
 - (1) Submit a one page final completion report
 - (2) Submit copies of all invoices, receipts, cancelled checks, totaling **\$8,000.00**
 - (3) Submit copies of all expenses showing total costs.
 - (4) Submit copies of all volunteer hours expended on this project.
 - (5) Submit pictures (preferably by e-mail) of the project (before, during, and after completion).

(6) Photo shoot arrangements and press releases will be made thru the council office.

J. If plans change and you will be unable to complete your project, please notify Coosa Valley RC&D office @ 256-253-2454 as soon as possible. Grantees who are not able to utilize the grant funds by the due date and fail to notify the RC&D office, may forfeit their right to participate in future grant programs.

K. Notify the Council before starting the project.

L. Give the Alabama RC&D Association, Coosa Valley RC&D Council, State of Alabama Public Examiners or its authorized representatives, access to and the right to examine all records, books, papers or documents related to this agreement for up to three years after the last grant funds are expended.

3. It is Mutually Agreed:

A. This agreement shall become effective when both the Council and Grantee (or) Project Director have signed the Cooperative Agreement.

B. This agreement may be revised upon mutual consent of both parties.

C. The Council may take appropriate action to ensure compliance with the terms of this agreement, which may include termination, suspension, or other remedies deemed necessary.

D. By signing this agreement, the recipient assures the Coosa Valley RC&D Council that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, State laws, rules, regulations, and policies. I certify all expenditures on this project were made in accordance with the proposed budget, and assume all responsibilities for any errors or omission for this submittal. We agree to reimburse the Coosa Valley RC&D council for any such errors. **All projects funds subject to availability and proration.**

SIGNATURES

Ashley Truett, Chairman

Date

Executive Director, Eddie May

Date

Project Director

Date

Chambers County Commission



Joe Blanks, District 3
Chairman
Debbie Wood, District 6
Vice Chairman



Charlie Williams, District 1
James "Jimbo" Brown, District 2
Henry Osborne, District 4
David Eastridge, District 5

Regina Chambers, County Manager

May 16, 2016

Office of Juvenile Justice and Delinquency Prevention
Attention: Administrator Robert L. Listenbee
810 Seventh Street NW
Washington, DC 20531

Dear Mr. Listenbee:

Ms. Julia Ann Hyde, Director of the Chambers County Department of Human Resources and Coordinator for the local Chambers County Dependency Drug Court program, is authorized by the Chambers County Commission to apply for a grant through OJJDP for funding of services, training, and other needs identified in the grant application.

Thank you for considering this request and for supporting this application for the children and families in Chambers County. We realize that substance abuse is a significant problem in this county and appreciates the efforts of this committee to look for solutions to addressing the barriers to safety of our children.

Sincerely,

A handwritten signature in blue ink that reads "Regina Chambers".

Regina Chambers
County Manager

STATE OF ALABAMA

COUNTY OF CHAMBERS

REAL ESTATE SALES CONTRACT

Chambers County Development Authority, an Alabama public corporation, hereinafter referred to as "Purchaser", agrees to purchase, and Chambers County, Alabama, by and through the Chambers County Commission as the governing body of said County, hereinafter referred to as "Seller", agrees to sell all of that tract or parcel of real property described as follows, to-wit:

Commencing at the Northwest Corner of Section 12, Township 22 North, Range 26 East, Chambers County, Alabama; thence South 35 degrees 40 minutes 43 seconds East, a distance of 811.68 feet to a ½" rebar found in Jane Place; thence South 57 degrees 39 minutes 00 seconds, a distance of 34.68 feet to the POINT OF BEGINNING; from said POINT OF BEGINNING, North 20 degrees 35 minutes 38 seconds East, a distance of 156.02 feet; thence South 77 degrees 56 minutes 25 seconds East, a distance of 263.56 feet; thence South 13 degrees 24 minutes 16 seconds West, a distance of 258.13 feet; thence North 57 degrees 39 minutes 00 seconds West, a distance of 299.23 feet to the POINT OF BEGINNING; said described tract containing 1.305 acres, more or less.

The above-described parcel is more fully shown on the survey entitled "Boundary Survey for Harvest Evangelism, Inc.", dated April 12, 2016 and being prepared by B. Shawn Gray, AL Registered Land Surveyor No. 25217. A copy of said survey is attached hereto and incorporated herein by reference.

The purchase price of said property shall be SIX THOUSAND AND NO/100THS DOLLARS (\$6,000.00) to be paid at the time of closing.

At the time of closing, Seller shall furnish and convey to Purchaser good and marketable title of said real property free of all encumbrances.

Seller agrees that when the sale is consummated, any improvements on the property will be in substantially the same condition as they are on the date this Contract is signed by the Seller,

natural wear and tear excepted. Said real property and all improvements thereon shall be conveyed to Purchaser in "AS IS" CONDITION WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, AS TO THE CONDITION OF SAME OR ITS FITNESS FOR THE PURPOSE INTENDED BY THE PURCHASER.

This Contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, administrators, executors, successors, and assigns.

The interest of Seller or Purchaser in this Contract shall not be transferred or assigned without the prior written consent of the other party, which said consent shall not be unreasonably withheld.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless by writing attached hereto and signed by all parties hereto. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

Time is of the essence of this Contract.

All real estate taxes, all water, sanitary, garbage removal, or other maintenance fees, assessments or charges, applicable to the property shall be prorated as of the closing date. In the event the current tax bill shall not be available upon the closing date, real estate tax proration shall be based on the most recent tax bill, and the parties agree to adjust the proration of taxes between themselves when the current bill becomes available.

The closing shall take place on or before June 1, 2016 at the Law Offices of Johnson, Caldwell & McCoy, LLC or at any other location to be agreed upon by the parties. If not closed by this date, then the Contract is voidable at the option of either Seller or Purchaser. At the closing, Seller shall furnish to Purchaser a Warranty Deed transferring all right, title, and interest in the real property to the Purchaser.

The Seller shall pay for the costs of preparation of the Warranty Deed, the herein Contract, and the closing.

The recording costs and deed tax due upon the recording of the Warranty Deed shall be paid by the Purchaser along with any services requested by Purchaser or required by Purchaser's lender.

The terms of this Contract shall survive the time set for closing and shall not be superseded by or merged into any other instrument executed contemporaneously or subsequently herewith.

IN WITNESS WHEREOF, this Contract is executed on this _____ day of _____, 2016.

PURCHASER:

CHAMBERS COUNTY
DEVELOPMENT AUTHORITY

By: _____
Bobby Williams
Its: President

ATTEST:

By: George Chambley
Its: Secretary

SELLER:

CHAMBERS COUNTY, ALABAMA

ATTEST:

By: Regina Chambers
Its: County Manager

By: _____
Joe L. Blanks, Chairman of Chambers
County Commission

STATE OF ALABAMA

COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Bobby Williams and George Chambley, whose names as President and Secretary of the Chambers County Development Authority, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of said Chambers County Development Authority.

Given under my hand and seal this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA

COUNTY OF CHAMBERS

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Joe L. Blanks and Regina Chambers, whose names as Chairman and County Manager of the Chambers County, Alabama Commission, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they as such officers and with full authority, executed the same voluntarily for and as the act of Chambers County, Alabama.

Given under my hand this _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)
)
 CHAMBERS COUNTY) 2013-2016 DISPATCH SERVICE AGREEMENT

CONTRACT FOR SERVICES

This agreement is made and entered into on this the 1st day of October, 2013, between the **City of Lanett, Alabama**, hereinafter referred to as "Lanett", the **City of Lafayette, Alabama**, hereinafter referred to as "Lafayette", the **Sheriff's Department of Chambers County, Alabama**, hereinafter referred to as "Sheriff", "**East Alabama Water Sewer and Fire Protection District**" hereinafter referred to as "EAFD", "**Huguley Water Sewer and Fire Protection District**" hereinafter referred to as "HFD", and the "**Chambers County Volunteer Fire and Rescue Association**" hereinafter referred to as "CCVFRA", collectively referred to as "the Parties" and the **Chambers County Emergency Communications District, Inc.**, hereinafter referred to as the "the District".

WHEREAS, Lanett, and Lafayette are municipal corporations in the State of Alabama; and

WHEREAS, the Sheriff is the duly constituted law enforcement agency for Chambers County, Alabama; and

WHEREAS, the East Alabama Water Sewer and Fire Protection District is a non-profit corporation in Chambers County, Alabama, organized and incorporated as Water Sewer and Fire Protection District under the provisions of Section 11-89-1 et seq. of the Code of Alabama, 1975, amended; and

WHEREAS, the Huguley Water Sewer and Fire Protection Authority is a non-profit corporation in Chambers County, Alabama, organized and incorporated as Water Sewer and Fire Protection Authority under the provisions of Section 11-88-1 et seq. of the Code of Alabama, 1975, amended; and

WHEREAS, the Chambers County Volunteer Fire and Rescue Association is a non-profit corporation in Chambers County, Alabama, organized and incorporated under the provisions of the Code of Alabama, 1975, amended; and

WHEREAS, the District is a non-profit corporation in Chambers County, Alabama, organized and incorporated as an emergency communications district under the provisions of Section 11-98-1 et seq. of the Code of Alabama, 1975, amended; and

WHEREAS, The parties agree that since 1999 the centralized communications (9-1-1) Center has effectively and efficiently handled 911 call-taking and dispatching activities of the District in Chambers County, Alabama, at a significant cost savings to the people of Chambers County, Alabama. Therefore,

In consideration of the mutual covenants and conditions hereinafter set forth, the parties do hereby agree as follows:

The District Agrees :

To provide the physical facilities to house and operate in a safe and effective manner the day to day operations of receiving and dispatching 9-1-1 calls for service to the Parties.

To hire and maintain an adequate staff of trained professional personnel to handle day to day operations of receiving and dispatching 9-1-1 calls for service to the Parties, as well as routine and emergency radio traffic between "The Parties".

To maintain a set of Standard Operating Procedures and Personnel Policies, that govern and provide guidance and directives to the day to day operations of receiving and dispatching 9-1-1 calls for service to "The Parties", as well as routine and emergency radio traffic between the Parties.

To provide adequate radio base and control stations for the day to day operations of receiving and dispatching 9-1-1 calls for service to "The Parties", as well as routine and emergency radio traffic between the Parties.

To provide adequate NCIC hardware and software at the communications center for the daily processing of law enforcement related activities. The District further agrees to maintain and operate said NCIC system within applicable laws, rules, and regulations.

To provide the necessary hardware and software to record and archive voice and data that is associated with receiving and dispatching 9-1-1 calls for service to the Parties, as well as routine and emergency radio traffic between the Parties.

To provide adequate non-emergency telephone facilities for the receipt of automated alarm circuits such as fire alarms, and burglar alarms, as well emergency calls for service outages supported by the Parties.

To provide secure housing of warrants for each of the parties who are charged with such duties. This shall be limited to secure storage and retrieval of warrants and entry of warrant data as received by the district into a local database and NCIC system as required by District policy and state laws, rules, and regulations. The District assumes no liability nor responsibility for the accuracy of any warrant information received from the parties, and by this agreement shall be indemnified by the Parties from any liability associated with said warrant activities.

To operate the District in accordance with applicable state and federal laws rules and regulations.

To establish a standing committee of the District to be known as the Dispatch Advisory Committee. The Committee shall be composed of two (2) representatives from the Parties who are not members of the District Board. The Chairman of the District Board shall automatically be a member of the committee. The committee shall meet on or before December 1, 2013. At the first meeting, the Committee members shall elect a chairman, whose role is to conduct committee meetings but who shall otherwise be an equal member of the committee. At this meeting, the Committee shall establish its meeting dates, places and times, not to be less than one meeting per year. Committee appointments shall rotate annually to insure that each party has a representative on the Committee during the term of this agreement.

The charge of the Dispatch Committee shall be to assist the District staff in development of any new policies or policies changes in relation to dispatch functions. Final policy approval shall rest with the Board of Directors of the District

The Parties Agree:

To hire and maintain an adequate staff of trained professional personnel and or volunteers to receive and respond to 9-1-1 calls for service to the Parties, as well as routine and emergency radio traffic between the Parties.

To maintain a set of Standard Operating Procedures and Personnel Policies that govern and provide guidance and directives for the day-to-day operations of receiving dispatched 9-1-1 calls for service to the Parties, as well as routine and emergency radio traffic between the Parties.

To provide adequate radio systems for the day to day operations of receiving dispatched 9-1-1 calls for service to the Parties, as well as routine and emergency radio traffic between the Parties.

To provide adequate staff and telephone facilities for the receipt of administrative calls, non-emergency calls for service, and other associated services during normal business hours on a daily basis. Furthermore the Parties agree not to place any telephone numbers on "call forwarding" or other relay service to the communications center without advanced notice in writing and agreed upon by both the management of the effected party and the Director of the District.

To staff and answer non-emergency telephone lines during events of large scale service outages or potential services outages to power, water etc., regardless of time of day.

In Consideration of the services detailed above the Parties agree to pay the District as follows:

City Of Lanett:

Commencing on October 1, 2013, for a period of three years (36 months) the **City of Lanett** shall pay to the District 36 equal installments of \$12,899.25. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

City Of Lafayette

Commencing on October 1, 2013, for a period of three years (36 months) the **City of Lafayette** shall pay to the District 36 equal installments of \$5,200.00. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

Chambers County Sheriff

Commencing on October 1, 2013, for a period of three years (36 months) the **Chambers County Sheriff** shall pay to the District 36 equal installments of \$5,512.50. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

East Alabama Water Sewer and Fire Protection District

Commencing on October 1, 2013, for a period of three years (36 months) the **East Alabama Water Sewer and Fire Protection District** shall pay to the District 36 equal installments of \$918.75. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

Huguley Water Sewer and Fire Protection District

Commencing on October 1, 2013, for a period of three years (36 months) the **Huguley Water Sewer and Fire Protection District** shall pay to the District 36 equal installments of \$918.75. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

Chambers County Volunteer Fire and Rescue Association

Commencing on October 1, 2013, for a period of three years (36 months) the **Chambers County Volunteer Fire and Rescue Association** shall pay to the District 36 equal installments of \$918.75. Each installment shall be due on the 1st day of the month and shall be delinquent after the 14th day of the month, at which time the district shall assess a finance charge of 10% of any unpaid balance.

Health Insurance Cost Sharing

The District provides health care coverage for its employees. The District has been warned by its insurance carrier that the effects of the National Affordable Health Care Act may drive up the cost of District-provided health care insurance premiums in dramatic fashion. To insure that the agreed-upon fee structure in this agreement does not place an undue burden on the District's finances due the unknown results of the Affordable Health Care Act, the parties agree:

That should District-provided health care cost for its employees exceed \$100,000.00 per year (cost are currently \$70,000.00 per year) the parties shall share (proportional to the amount each Party pays) in any increase beyond the \$100,000.00 per year price point. The District agrees to notify the Parties within 15 working days of receiving said premium increase. Such notice is generally received in August of each calendar year with an effective date of October in each calendar year.

150,000.00
AW

The District will add the cost of the increase to the invoice transmitted to the parties for the remainder of the term of this agreement, said cost increase to be adjusted as said premiums go up or down.

Default

Should any of the Parties withdraw in violation of this agreement, or fail to pay within the terms of this agreement, that entity shall continue to be responsible for payment of the appropriations to the District during the full three year period of this agreement, as if no withdrawal had occurred.

Term and Renewal

The three year term of this agreement shall commence on October 1, 2013, and shall expire at midnight on September 30, 2016. On or before March 01, 2016, The District shall submit to the Parties a proposal for a new agreement. If no agreement is reached by June 1, 2016, the Parties and the District shall determine how and under what conditions dispatch functions shall revert back to the Parties.

EMERGENCY MANAGEMENT FUNCTIONS

EMA Functions will be governed by the District. EMA funding is not part and party to this agreement in any way.

ENTIRE AGREEMENT

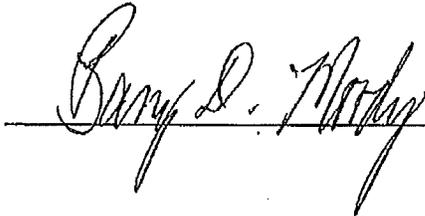
This is the entire agreement of the parties and there are no other agreements, written or oral, other than as expressly set forth herein.

Agreed to by the parties, and accepted by them with the signature of the appropriate representative of each, who represents that the entity on whose behalf that person signs has extended to him/her the necessary authority prior to signing this document, thereby binding said party.

City of Lanett, Alabama, by:



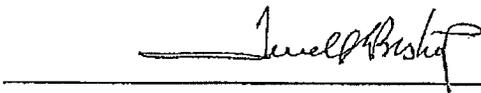
City of Lafayette, Alabama, by:



Chambers County Commission by:



East Alabama Water Sewer and Fire Protection District by:



Huguley Water Sewer and Fire Protection Authority, by:



Chambers County Volunteer Fire and Rescue Association, by:

Deak H. Sub

Chambers County Emergency Communications District, Inc. by:

By [Signature]

STATE OF ALABAMA)
)
 CHAMBERS COUNTY) **AGREEMENT OF THE PARTIES**

The Chambers County Emergency Communications District, Inc., and the City of Valley, Alabama, hereby agree and contract as follows:

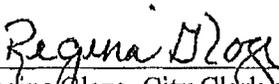
1. The City of Valley, Alabama, hereby joins, with an effective date of July 1, 2013, the 9-1-1 Dispatch Service Agreement entitled "Contract For Services", entered into on October 1, 1999, and then extended by the document entitled Extension of Contract for Services Agreement to extend said Contract for Services through October 1, 2013. The City of Valley is hereby a party to said agreement as though a party at the inception of the agreement and its extension, and it is bound by all of the terms of the agreement and its extension. The consideration for entry into this agreement is that the City of Valley shall pay, under the same other terms of the other parties, the sum of \$15,981.11 per month, beginning on July 1, 2013, and extending through any payment due on or before September 30, 2013.

2. The City of Valley, Alabama, hereby joins the 2013-2016 Dispatch Service Agreement with an effective date of October 1, 2013, and to extend according to the terms of said agreement. The consideration for entry into this agreement is that the City of Valley shall pay, under the same other terms of the other parties, the sum of \$15,981.11 per month.

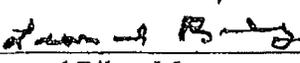
3. The Chambers County Emergency Communications District, Inc. agrees to accept five current dispatch/communications officers of the City of Valley as employees of the Chambers County Emergency Communications District, Inc.

On May 6, 2013.

ATTEST:



Regina Glaze, City Clerk and Treasurer

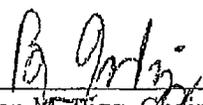


Leonard Riley, Mayor

ATTEST:



Josh Harvill, Secretary and Board Member
Representing: Chambers County Commission



Byron M. Figg, Chairman
Representing: member at large

Resolution 2013-

"Joining Chambers County 9-1-1"

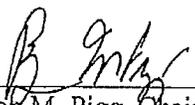
Whereas the City of Valley, Alabama, has agreed to join the attached current contract for dispatch services with the Chambers County Emergency Communications District, Inc., and to join the attached upcoming contract for the same;

Whereas the Chambers County Emergency Communications District, Inc., agrees to allow the City of Valley to join into the said contracts:

It is hereby resolved that the Chambers County Emergency Communications District, Inc., authorizes Byron M. Pigg, its Chairman, to enter into the attached Agreement of the Parties with the City of Valley, Alabama, to allow the City of Valley to join into the existing contract which is set to expire on September 30, 2013, with an effective date of July 1, 2013, and to become a party to the upcoming contract effective on October 1, 2013.

Adopted on May 6, 2013.

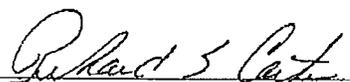
ATTEST:



Byron M. Pigg, Chairman
Representing: member at large



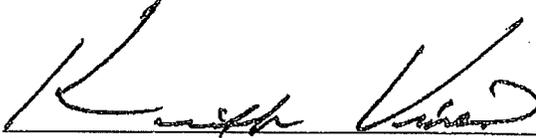
Tommy Weldon, Board Member
Representing: City of Valley



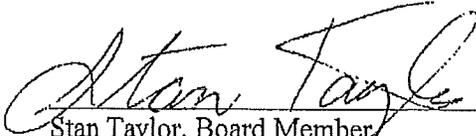
Richard Carter, Board Member
Representing: Chambers County Sheriff's Office



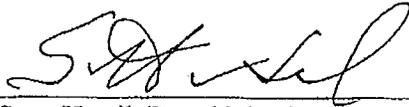
Josh Harvill, Board Member



Kenneth Vines, Board Member
Representing: City of Lafayette, Alabama



Stan Taylor, Board Member
Representing: Chambers County Fire and Rescue



Scott Hamil, Board Member
Representing: City of Lanett, Alabama

STATE OF ALABAMA

CHAMBERS COUNTY

RESOLUTION NO. 05-16-16A

WHEREAS, the Legislature of Alabama has authorized the counties of the State of Alabama to create Community Corrections Programs in their respective counties through and by the passage of the Alabama Community Punishment and Corrections Act of 2003; and,

WHEREAS, the Legislature has stated the goals of the act are to promote accountability of offenders to their local community by:

1. Requiring direct financial restitution to be made to victims of crime and that community service be made to local governments and community agencies representing the community.
2. Providing a safe and cost-efficient community punishment and correctional program which provides punishments through the development of a range of sanctions and community services available for the judge at sentencing.
3. Reducing the number of offenders committed to correctional institutions and jails by punishing such offenders in an alternative punishment setting.
4. Providing opportunities for offenders demonstrating special needs to receive services that enhance their ability to provide for their families and to become contributing members of their community.
5. Encouraging the involvement of local officials and leading citizens in their local punishment and correctional system.

WHEREAS, the Legislature has approved a plan to provide limited financial resources to the counties which have established Community Corrections Programs; and,

WHEREAS, the Chambers County Commission desires to implement and operate a Community Corrections Program and said program is to be an entity of the Chambers County

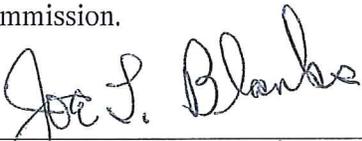
government and named "Chambers County Community Corrections"; and,

WHEREAS, the Chambers County Commission supports the concept of Chambers County Community Corrections.

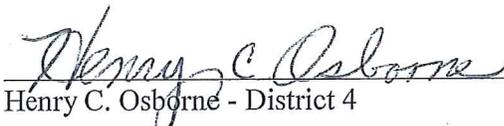
NOW, THEREFORE, BE IT RESOLVED BY THE CHAMBERS COUNTY COMMISSION AS FOLLOWS:

1. The Chambers County Commission declares that it is wise, expedient, and necessary that the Chambers County Community Corrections Program be established by Resolution to operate in this jurisdiction.
2. The Chambers County Commission hereby provides that the Chambers County Community Corrections Program shall operate under the Alabama Community Punishment and Corrections Act of 2003, and by direction of the Alabama Department of Corrections Administrative Regulation 490.
3. The Chambers County Commission declares its intention to serve as the conduit through which the Alabama Department of Corrections will reimburse the Chambers County Community Corrections Program for the diversion of offenders in lieu of incarceration in a state penal institution as provided by the Alabama Community Punishment and Corrections Act, and as authorized by the Legislature, the courts, or by the Commissioner of the Alabama Department of Corrections.

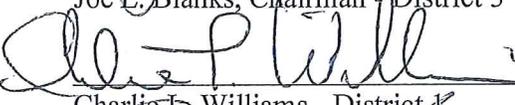
Approved at public meeting of the Chambers County Commission on this the _____ day of _____, 2016 and undersigned by the Commissioners of the Chambers County Commission.



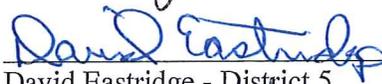
Joe L. Blanks, Chairman - District 3



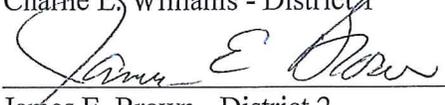
Henry C. Osborne - District 4



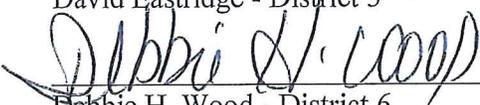
Charlie L. Williams - District 1



David Eastridge - District 5



James E. Brown - District 2



Debbie H. Wood - District 6

I, the undersigned, as Recording Secretary of the Chambers County, Alabama Commission, the official body of Chambers County, Alabama, do hereby certify that the herein is a full, true, and correct copy of Resolution No. 05-16-16A of the Chambers County Commission, duly and regularly adopted by the Chambers County Commission at its meeting of May 16, 2016.

Certified this 16 day of May, 2016.

{Seal}

Linda Anderson
RECORDING SECRETARY
CHAMBERS COUNTY COMMISSION
CHAMBERS COUNTY, ALABAMA