

CHAMBERS COUNTY COMMISSION MEETING.....JUNE 16, 2014

The Chambers County Commission met on Monday, June 16, 2014 at 4:00 P.M. CST with the following members in attendance: Chairman Henry Osborne, Commissioner Charlie Williams, James Brown, Joe Blanks, David Eastridge and Debbie Wood. Engineer Harvill, County Manager Dendy and Attorney McCoy were also present.

Chairman Osborne called the meeting to order. Commissioner Blanks led the pledge of allegiance and Commissioner Eastridge 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 – Present

RULES, WAYS AND MEANS COMMITTEE MEETING

Commissioner Wood informed that there would be a Rules, Ways and Means Committee Meeting held on Monday, June 30th at 8:00 A.M. CST at Attorney McCoy's office.

MINUTES AND WARRANTS PAYABLE

Commissioner Eastridge motioned to adopt the June 9, 2014 minutes and warrants payable. Commissioner Blanks seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To adopt the June 9, 2014 minutes and warrants payable."

AGENDA APPROVAL

Commissioner Williams motioned to approve the agenda as presented for the June 16, 2014 meeting. Commissioner Wood seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To approve the agenda for the June 16, 2014 meeting."

**DEPARTMENT OF HUMAN RESOURCES BOARD
REAPPOINTMENT OF JAMES C. MORGAN**

Commissioner Eastridge motioned to re-appoint James C. Morgan Jr. to the Department of Human Resources Board and waive the necessity of a first reading on said appointment. Commissioner Brown seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To re-appoint James C. Morgan Jr. to the Department of Human Resources Board and waive the necessity of a first reading on said appointment."

**EAST ALABAMA WATER, SEWER AND FIRE PROTECTION BOARD
RE-APPOINTMENT OF KIM WILLIAMS**

Commissioner Eastridge motioned to re-appoint Kim Williams to the East Alabama Water, Sewer and Fire Protection Board and waive the necessity of a first reading on said appointment. Commissioner Brown seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To re-appoint Kim Williams to the East Alabama Water, Sewer and Fire Protection Board and waive the necessity of a first reading on said appointment.”

**CHAMBERS COUNTY DEVELOPMENT AUTHORITY BOARD
RE-APPOINTMENT OF LEWIS LOWE**

Commissioner Brown motioned to re-appoint Lewis Lowe to the Chambers County Development Authority Board and waive the necessity of a first reading on said appointment. Commissioner Eastridge seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To re-appoint Lewis Lowe to the Chambers County Development Authority Board and waive the necessity of a first reading on said appointment.”

**CHAMBERS COUNTY DEVELOPMENT AUTHORITY BOARD
RE-APPOINTMENT OF BOB JOHNSON**

Commissioner Williams motioned to re-appoint Bob Johnson to the Chambers County Development Authority Board and waive the necessity of a first reading on said appointment. Commissioner Brown seconded this motion. It was **approved** by the “**I**” vote

RESOLVED: “To re-appoint Bob Johnson to the Chambers County Development Authority Board and waive the necessity of a first reading on said appointment.”

**CHAMBERS COUNTY 911/EMA BOARD
APPOINTMENT OF LYNN COKER**

Commissioner Blanks motioned to appoint Lynn Coker to the Chambers County 911/EMA Board and waive the necessity of a first reading on this appointment. Commissioner Brown seconded this motion. It was **approved** by the “**I**” vote.

RESOLVED: “To appoint Lynn Coker to the Chambers County 911/EMA Board and waive the necessity of a first reading on this appointment.”

**CHAMBERS COUNTY 911/EMA BOARD
RE-APPOINTMENT OF CHIEF DEPUTY RICHARD CARTER**

Commissioner Wood motioned to re-appoint Chief Deputy Richard Carter to the Chambers County 911/EMA Board and waive the necessity of a first reading on this appointment. Commissioner Eastridge seconded this motion. It was **approved** by the “I” vote.

RESOLVED: “To re-appoint Chief Deputy Richard Carter to the Chambers County 911/EMA Board and waive the necessity of a first reading on this appointment.”

**PROJECT #ACNU60924-ATRP (007)
COUNTY ROAD 177**

Engineer Harvill requested a resolution to authorize the chairman to execute the agreement between the Alabama Department of Transportation and Chambers County covering the financing of the construction of the resurfacing and traffic striping on County Road 177 from County Road 388 north 3.10 miles to County Road 299, Project #ACNU60924-ATRP (007) (see pages 284-291). Commissioner Eastridge motioned to adopt this resolution. Commissioner Blanks seconded this motion. It was **approved** by the “I” vote.

RESOLVED: “To authorize the chairman to execute the agreement between the Alabama Department of Transportation and Chambers County covering the financing of the construction of the resurfacing and traffic striping on County Road 177 from County Road 388 north 3.10 miles to County Road 299, Project #ACNU60924-ATRP as attached hereto on pages 284-291.”

**PROJECT #ACNU59560-ATRP (003)
COUNTY ROAD 211**

Engineer Harvill requested a resolution to authorize the chairman to execute the agreement between the Alabama Department of Transportation and Chambers County covering the financing of the construction of the resurfacing and traffic striping on County Road 211 from County Road 289 east 0.22 miles to County Road 212, Project #ACNU59560-ATRP (003) (see pages 292-299). Commissioner Blanks motioned to adopt this resolution. Commissioner Brown seconded this motion. It was **approved** by the “I” vote.

RESOLVED: “To authorize the chairman to execute the agreement between the Alabama Department of Transportation and Chambers County covering the financing of the construction of the resurfacing and traffic striping on County Road 211 from County Road 289 east 0.22 miles to County Road 212, Project #ACNU59560-ATRP (003) as attached hereto on pages 292-299.”

BIDS FOR CASE 1085B

Engineer Harvill requested a resolution to declare a CASE 1085B, Serial #6293808, scrap in order to receive sealed bids at the Chambers County Highway Department. Commissioner Wood motioned to adopt this resolution. Commissioner Blanks seconded the motion. It was **approved** by the “I” vote.

RESOLVED: "To declare a CASE 1085B, Serial #6293808, scrap in order to receive sealed bids at the Chambers County Highway Department."

**RESOLUTION AUTHORIZING THE PROCUREMENT OF CONSTRUCTION
AND PERMANENT MORTGAGE FINANCING BY THE CHAMBERS
COUNTY COMMUNICATIONS DISTRICT FOR THE ACQUISITION/CONSTRUCTION
OF A NEW 911 CALL/DISPATCH CENTER**

Attorney McCoy presented a resolution authorizing the procurement of construction and permanent mortgage financing by the Chambers County Communications District for the acquisition/construction of a new 911 call/dispatch center (see page 300). Attorney McCoy informed that the Public Facilities and Infrastructure Committee have recommended approval of this resolution. Chairman Osborne requested a roll call vote. The results were as follow:

D-1 **YES**, D-2 **YES**, D-3 **YES**, D-4 **YES**, D-5 **YES**, D-6 **NO**

RESOLVED: "To authorize the procurement of construction and permanent mortgage financing by the Chambers County Communications District for the acquisition/construction of a new 911 call/dispatch center with terms and agreements as attached hereto on page 300."

AGENDA AMENDMENT

Commissioner Williams motioned to amend the agenda to include important business. Commissioner Blanks seconded this motion. It was **approved** by the "I" vote.

RESOLVED: "To amend the agenda to include important business."

**GRANTS: COOSA VALLEY RESOURCE
CONSERVATION AND DEVELOPMENT COUNCIL**

Attorney McCoy noted that Commissioner Blanks and County Manager Dendy had been working on two (2) grant applications with the Coosa Valley Resource Conservation and Development Council. The grant would be used to construct a storage building and bathroom at the agricultural park. McCoy noted a resolution was needed to authorize the chairman to sign for the county to be the program sponsor and for Commissioner Blanks to sign as a member of the commission. Commissioner Blanks motioned to adopt the resolution as requested. Commissioner Brown seconded the motion. Chairman Osborne requested a roll call vote. The results were as follow:

D-1 **YES**, D-2 **YES**, D-3 **YES**, D-4 **YES**, D-5 **YES**, D-6 **YES**

RESOLVED: "To authorize the chairman to sign for the county to be the program sponsor and for Commissioner Blanks to sign as a member of the commission for grant applications with the Coosa Valley Resource Conservation and Development Council to use grant funds to construct a storage building and bathroom at the agricultural park."

ATTORNEY GENERAL'S OPINION ON FIREARMS AT THE POLLING PLACES

McCoy informed that the Attorney General's Office has received the county's request for an opinion in regards to the allowance of firearms at polling places. The Attorney General's Office hopes to have an opinion prior to the July 15th election.

BUDGET CALENDAR

County Manager Dendy informed that a proposed budget calendar has been given to the commission for the upcoming fiscal year (see page 301).

JUDGE CALVIN MILFORD

Judge Milford approached the commission to express his appreciation for the security enhancement at the courthouse. Milford requested that the commission consider having two security stations set up in the lobby to simplify the process in the future. Milford also requested that the commission consider having one station operated by a certified law enforcement officer and advised that he had spoken with Sheriff Lockhart and Chief Deputy Richard Carter. Milford advised that the lobby area has been used for various activities in the past and with the equipment set up the way that it is now, it would be difficult to host any activities or an election in the lobby. Milford also expressed his concern for security at the Valley Annex.

JUDGE BRANDY EASLICK

Judge Easlick approached the commission to request training for the new security. Easlick also expressed her appreciation to the commission. Easlick's concern was also in regards to the traffic flow when the courthouse has heavy traffic. Easlick further expressed her concern for the July 15th's election based on how the security station had been arranged.

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

Chairman Henry Osborne _____

Commissioner Charlie Williams _____

Commissioner James Brown _____

Commissioner Joe Blanks _____

Commissioner David Eastridge _____

Commissioner Debbie Wood _____

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CHAMBERS COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Chambers County (FEIN 63-6001437), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and resurfacing on CR-177 from CR-388 to CR-299. Length – 3.085 miles
Project# ACNU60924-ATRP (007); CCP# 09-01-13; ATRIP# 09-05-19

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. 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.
- (4) 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 the PROJECT. 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 (Division or Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
- | | |
|-------------------------|----------------------|
| Federal ATRIP Funds | \$ 625,144.00 |
| County Funds | \$ <u>156,286.00</u> |
| Total (Including E & I) | \$ 781,430.00 |
- (11) 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 prorata share of the estimated cost (if applicable) 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. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE 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.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement 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 or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- (16) 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.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) 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.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause 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

Regina Chambers
Clerk (Signature)

BY: Henry Osborne
Chairman (Signature)
Chambers County Commission

REGINA CHAMBERS
Print Name of Clerk

HENRY OSBORNE
Print Name of Chairman

RECOMMENDED:

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

Innovative Programs Engineer
Edward N. Austin, P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
ROBERT BENTLEY

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 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, 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 sub-recipients shall certify and disclose accordingly.

Rev. 07/18/2012

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 recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation 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.

RESOLUTION NUMBER 06-16-14-1

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

The widening and resurfacing on CR-177 from CR-388 to CR-299. Length – 3.085 miles
Project# ACNU60924-ATRP (007); CCP# 09-01-13; ATRIP# 09-05-19

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 16TH day of JUNE, 2014.

ATTESTED:

Regina Chambers
County Clerk

Henry Osborne
Chairman, Chambers 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

16TH day of JUNE, 2014, 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

16TH day of JUNE, 2014.

Regina Chambers
County Clerk

SEAL

**AGREEMENT
FOR
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM
(ATRIP) PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CHAMBERS COUNTY, ALABAMA**

This agreement is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and Chambers County (FEIN 63-6001437), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

WITNESSETH

WHEREAS, the STATE and the COUNTY desire to cooperate in the widening and resurfacing on CR-211 from CR-289 to CR-212. Length – 0.223 miles
Project# ACNU59560-ATRP (003); CCP# 09-22-09; ATRIP# 09-05-10

NOW THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY or its representative, if applicable to the PROJECT, agree to adjust and/or relocate all utilities on the PROJECT without cost to the STATE or this PROJECT.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. 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.
- (4) 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 the PROJECT. 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 (Division or Region) a copy of the permit prior to any work being performed by the contractor.

- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from Federal ATRIP funds, if available, from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:
- | | |
|-------------------------|---------------------|
| Federal ATRIP Funds | \$ 105,440.00 |
| County Funds | \$ <u>26,360.00</u> |
| Total (Including E & I) | \$ 131,800.00 |
- (11) 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 prorata share of the estimated cost (if applicable) 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. Payment must be received prior to award of the contract.
- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.

- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE 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.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) It is agreed that the terms and commitments contained in this agreement 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 or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- (16) 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.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th law).
- (20) 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.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.
- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.

- (23) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (24) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto cause 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

Regina Chambers
Clerk (Signature)

BY: Henry Osborne
Chairman (Signature)
Chambers County Commission

REGINA CHAMBERS
Print Name of Clerk

HENRY OSBORNE
Print Name of Chairman

RECOMMENDED:

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

Innovative Programs Engineer
Edward N. Austin, P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Chief Counsel
Jim R. Ippolito, Jr.

Transportation Director
John R. Cooper

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

GOVERNOR OF ALABAMA
ROBERT BENTLEY

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 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, 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 sub-recipients shall certify and disclose accordingly.

Rev. 07/18/2012

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 recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation 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.

RESOLUTION NUMBER 06-16-14-2

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

The widening and resurfacing on CR-211 from CR-289 to CR-212. Length – 0.223 miles
Project# ACNU59560-ATRP (003); CCP# 09-22-09; ATRIP# 09-05-10

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 16TH day of JUNE, 2014.

ATTESTED:

Regina Chambers
County Clerk

Denny Osborne
Chairman, Chambers 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

16TH day of JUNE, 2014, 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

16TH day of JUNE, 2014.

Regina Chambers
County Clerk

SEAL

RESOLUTION NO. D6-16-14 (10)**Resolution Authorizing the Procurement of Construction and Permanent Mortgage Financing by the Chambers County Communications District for the Acquisition/Construction of New 911 Call/Dispatch Center**

WHEREAS, Chambers County Communications District, a public corporation organized under the laws of the State of Alabama (the "District"), desires to secure construction financing and permanent mortgage financing for the purpose of capital improvements to its emergency communications systems, including acquisition of equipment and construction of a new 911 call/dispatch center (the "Mortgage-Financed Facilities"), and (b) paying all costs of financing and issuing the mortgage, all as described more particularly in the financing Agreement referred to below;

WHEREAS, the construction financing and permanent mortgage will be issued pursuant to a financing agreement (the "Financing Agreement") with AuburnBank, an Alabama banking corporation;

WHEREAS, the Financing Agreement and the other documents contemplated by the Financing Agreement are collectively referred to as the "Financing Documents";

WHEREAS, the Chambers County Commission (the "Commission") is the governing body of Chambers County, a political subdivision of the State of Alabama (the "County"), and the County is the creating authority of the District under Chapter 98 of Title 11 of the Code of Alabama, 1975 (the "Enabling Law"); and

WHEREAS, under the Enabling Law, (a) the County must authorize by resolution the procurement of the construction financing and the permanent mortgage and (b) the County must approve the acquisition, disposition, or improvements to real property of the District, including the Mortgage-Financed Facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION that the Commission does hereby approve, authorize, ratify and confirm (a) the procurement of the construction financing and the procurement of a permanent mortgage in an amount up to \$1,900,000, (b) the execution and delivery of all Financing Documents by the District as required by AuburnBank to secure the loan, (c) the consummation of all other transactions described in the recitals to this resolution and necessitated by the Financing Documents (the "Plan of Financing"), and (d) the acquisition of equipment and construction of the Mortgage-Financed Facilities.

BE IT FURTHER RESOLVED: that said approval shall in no way obligate the Chambers County Commission for repayment of any or all of the associated debt, costs or expenses incurred by the District in the procurement of said financing.

Budget Calendar for Fiscal Year 2015

July 7 – Ways & Means Committee – 2:00 PM CST – Commission Office Conf. Rm

County Manager's Report to Ways & Means Committee
Revenue Estimates

July 21 – Ways & Means Committee – 2:00 PM CST – Commission Office Conf. Rm

Planning and Discussion with Officials and Department Heads
Goals for Fiscal Year 2015

July 28 – Ways & Means Committee – 2:00 PM CST – Commission Office Conf. RM

Budget Hearings
Budget Request from Officials, Department Heads
Request for Appropriations

August 4 - Ways & Means Committee – 2:00 PM CST – Commission Office Conf. RM

Budget Discussions

August 11 – Ways & Means Committee – 2:00 PM CST – Commission Office Conf. RM

Budget Discussions
Budget Request Hearings

August 25 – Ways & Means Committee – 2:00 PM CST – Commission Office Conf. RM

Budget Discussions

September 2 – Ways & Means Committee – 2:00 PM CST – Commission Office

Fiscal Year 2015 Budget Presented to Commission

September 15 – County Commission Meeting – 4:00 PM CST

Fiscal Year 2015 Budget Adopted