

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

The Limestone County Commission met in a regular meeting today, at 10:00 a.m. at the Clinton Street Courthouse Annex, 100 South Clinton Street, Athens, Alabama.

Present: Stanley Hill, Steve Turner, Jason Black, and Ben Harrison. Absent: None. Mark Yarbrough, Chairman presided.

Steve Gatlin, owner of CCS Garbage, come before the Commission asking for clarification as to whether to service the 96-gallon garbage receptacles placed by the City of Madison until they take over the garbage collection on August 4th. He referenced that the contract between CCS Garbage and Limestone County has a container capacity not greater than 32 gallons and weight not exceeding 40 pounds. It was unanimously decided by the Commission for CCS Garbage not to empty the garbage cans provided by the City of Madison, but to continue to pick up garbage that is compliant with the County's contract.

Kelly Howard, Martin & Cobey Construction Manager, gave an update on the Courthouse renovation project.

The meeting began with the Pledge of Allegiance.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the minutes of June 29, July 5 & 13, 2016.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following claims

7/01/16	Check # 39228 – 39238	\$ 48,104.13
7/08/16	Check # 39239 – 39323	\$ 501,175.30
7/12/16	Check # 39324	\$ 250.67
7/15/16	Check # 39325 – 39413	<u>\$ 581,821.85</u>
	TOTAL	\$1,131,351.95

with detailed claims of the above being on file for review upon request to the County Administrator.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following resolution endorsing the efforts of the Alabama Bicentennial Commission by partnering with Athens-Limestone County Tourism

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

Association, Inc. in supporting the Statewide and local observances and celebrations of the Bicentennial of the State of Alabama.

200 ALABAMA BICENTENNIAL RESOLUTION

WHEREAS, the United States Congress created the Alabama Territory from the eastern half of the Mississippi Territory on March 3, 1817; and,

WHEREAS, by 1819, the birth and growth of cities, towns, and communities in the Alabama Territory ensured that the population of the Territory had developed sufficiently to achieve the minimum number of inhabitants required by Congress to qualify for Statehood; and,

WHEREAS, the United States Congress and President James Monroe approved Statehood for the Alabama Territory on December 14, 1819 making it the nation's 22nd state; and,

WHEREAS, the Alabama Legislature approved a resolution in 2013 establishing the Alabama Bicentennial Commission to mark the 200th anniversary of Statehood; and,

WHEREAS, constitutional officers and other officials appointed Commission members to organize and execute a Bicentennial celebration intended to improve the education and understanding of all Alabamians and visitors regarding the state's history and heritage; and to create and promote lasting initiatives designed to benefit the State and its citizens; and,

WHEREAS, commemorations and celebrations will enable and encourage Alabamians of all ages and backgrounds, as well as visitors from around the United States and beyond, to experience Alabama through local economic growth; and,

WHEREAS, full participation and contributory efforts by the localities of the State through their various councils, committees, and congregations, are paramount to the success of this historic endeavor; and,

WHEREAS, participation in Alabama's Bicentennial is a unique opportunity to celebrate and uplift the state during a very specific historical milestone; and,

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Limestone County Commission, that by this action, Limestone county endorses the efforts of the Alabama Bicentennial Commission and hereby resolves to aid the Alabama Bicentennial Commission in promoting, planning, and executing the Commission's historic, educational, celebratory, and cultural initiatives by partnering with Athens-Limestone County Tourism Association, Inc. in forming a county-wide Community Celebration Committee to support in the Statewide and local observances and celebration of the Bicentennial of the State of Alabama.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

The above Resolution was seconded by Jason Black and when put before the Commission was adopted by a unanimous vote.

Chairman
Limestone County Commission

ATTEST: _____

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Steve Turner to authorize the Chairman to execute the following Digital Information Cooperative Agreement for a federal grant in the amount of \$32,250 to be applied toward the completion of the 2016 photography and mapping project; 20% cost share.

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the 18th day of July, 2016 by and between the Limestone County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Limestone County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

1. "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
2. "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2016 computerized mapping project.

1.02 The County has entered into a contract in the approximate amount of \$383,000 to acquire 1" = 100' scale digital ortho-photography and updated mapping for the County. The aerial photography and resulting data will be collected in accordance Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- a. This agreement is for federal grant in the amount of \$ 31,250 to be applied toward the completion of the 2016 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor.
- b. This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (\$25,000) and the county will provide the remaining 20% (\$6,250) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost.
- c. The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2016 photography contract.
- d. **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 — Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2016. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 14, 2016, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date hereof and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. Dispute Resolution. 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's Office of Administrative hearings or where appropriate, private mediators.

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

RESOLUTION

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

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2016 computerized mapping project, 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 18th day of July, 2016.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Limestone 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 18th day of July, 2016, 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 18th day of July, 2016.

County Clerk

SEAL

EXHIBIT M

CONSULTANT 3/19/90
REVISED 7/18/90

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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:

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

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

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

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

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

EXHIBIT N

CONSULTANT 2/15/95
REVISED 5/30/02

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.

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's Office of Administrative hearings or where appropriate, private mediators.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. 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.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Steve Turner, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to approve the following TARCOG State Health Insurance Program (SHIP) Memorandum of Understanding, in the amount of \$5,000.00 to be used for staff time and other support in order to facilitate the SHIP program.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered into on the first day of April, 2016 by and between the Top of Alabama Regional Council of Governments (hereinafter referred to as "TARCOG"), and the Limestone County Commission (hereinafter referred to as the "Commission"). The purpose of this MOU is to award funds to the Commission for the purpose of maintaining the existing insurance and benefit counseling program known as the State Health Insurance Program (hereinafter referred to as "SHIP"). The funds will be utilized to provide information and assistance, individual counseling, presentations and outreach events in order to assist seniors and disabled individuals with health related situations, as well as providing assistance with Low Income Subsidy (LIS) and Medicare Savings Programs (MSP) applications.

The funds will be available under this MOU, and are to be utilized until the ending date of March 31, 2017.

TARCOG agrees to the following provisions:

- A. Will provide \$5,000 to the Commission to be used for staff time and other support in order to facilitate the SHIP program. If the amount of funds received by TARCOG from the Alabama Department of Senior Services (ADSS) is different than this amount, then TARCOG may unilaterally amend the amount of this MOU to align with the ADSS grant award.
- B. Will provide forms for service records, reporting materials, SHIP resources and Medicare resources.
- C. Will coordinate the SHIP program in conjunction with the Senior Medicare Patrol.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

The Commission agrees to the following provisions:

- A. Will meet county requirements from ADSS for FY2016 performance measures. (See Appendix A)
- B. Will select an appropriate staff person to act as the County SHIP Coordinator, who will also participate in TARCOG training and outreach events.
- C. Will provide persons who are on Medicare or Medicaid with SHIP related services. Will seek to identify persons in the county who might be eligible for extra help with their Medicare premium, and assist these persons with the application process for these benefits.
- D. Will work with the Senior Medicare Patrol to establish new Resource Centers and maintain existing Resource Centers.
- E. Will keep and submit accurate service and financial records for program activities and all clients served as required by TARCOG and ADSS. Will invoice TARCOG quarterly by the eighth day of the month prior to the end of each quarter.
- F. Will adopt and use the program name "SHIP". All SHIP material will include the SHIP logo, as well as "This publication has been created or produced by the AL SHIP with financial assistance, in whole or in part, through a grant from the Centers for Medicare and Medicaid Services, the Federal Medicare Agency".
- G. Will work with TARCOG staff to develop a volunteer component of the County's SHIP Program.
- H. Will recognize the County Council on Aging as an advisory council for this Program and will seek its recommendation on major issues involving the welfare of the elderly and delivery of services.
- I. Will adhere to HIPAA standards that will protect health information and ensure client confidentiality.
- J. Will adhere to all guidelines, ADSS Policy and Procedure manual, and all successive updates.

This MOU may be terminated by either party with thirty (30) days written notice.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following agreement with the Alabama Department of Transportation for funding of Preliminary Engineering, Surveying & Plan Development for a roundabout at Capshaw and East Limestone Road.

**AGREEMENT FOR
PRELIMINARY ENGINEERING ON A
HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) PROJECT
BETWEEN THE STATE OF ALABAMA
AND
LIMESTONE COUNTY, ALABAMA**

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

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 LIMESTONE COUNTY (FEIN 63-6001607), 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 intersection modification on CR-109 (East Limestone Road) and CR-36 (Capshaw Road) to install a roundabout.

Project # HSIP-4216(250), LCP 42-155-13P, CPMS Reference #100065202.

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

1. This agreement will cover only the preliminary design engineering aspect for the proposed improvements in accordance with plans approved by the STATE.
2. The preliminary design engineering phase is hereby defined as that work necessary to advance the development of the project through construction authorization by the FHWA. This phase will include all environmental studies and documentation required by the FHWA. The COUNTY will perform all preliminary design engineering with COUNTY forces, or with a consultant selected and approved by the STATE, as part of the project cost. Plans will be approved by the STATE.
3. 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.
4. The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
5. The COUNTY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the projects, or delay of projects contemplated to be developed and accomplished in sequence to the current projects) that Federal funds expended on this project must be refunded to the FHWA, the COUNTY will reimburse and pay to the STATE a sum of money equal to the amount of Federal funds expended under this Agreement
6. 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.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

7. Funding for this agreement is subject to the availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal HSIP Funds in any amount. Any deficiency in Federal HSIP funds, or overrun in construction costs will be borne by the COUNTY from COUNTY Funds. In the event of an under-run in construction costs, the amount of Federal HSIP Funds will be the amount stated below, or 100% of eligible costs, whichever is less.
8. This PROJECT will be financed, when eligible for Federal participation, on the basis of 100 percent Federal HSIP funds.
9. The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

Federal HSIP Funds	\$ 75,000.00
County Funds	<u>0.00</u>
Total (Including Indirect Cost)	\$ 75,000.00
10. It is clearly understood by both parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction and construction engineering and inspection of the proposed improvement.
11. 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.
12. 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.
13. The performance of the work covered by this agreement will be in accordance with the current requirements of the STATE and the FHWA.
14. Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
15. 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).
16. 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

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

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.
17. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.
For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.
18. 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.
19. 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.
20. Exhibits M and N are attached and hereby made a part of this agreement.
21. The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
22. 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.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

RESOLUTION

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

The intersection modification on CRT09 (East Limestone Road) and CR-36 (Capshaw Road) to install a roundabout. Project # HSIP-4216(250), LCP 42-155-13P, CPMS Reference #100065202;

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, 18th day of July, 2016.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Limestone 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 18th day of July, 2016, 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 18th day of July, 2016.

County Clerk

SEAL

CONSULTANT 3/19/90
REVISED 7/18/90

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

EXHIBIT N

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/28/15

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.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. 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.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following agreement for Preliminary Engineering, Surveying & Plan Development with Morell Engineering for a roundabout at Capshaw and East Limestone Road.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of July 18, 2016 between Limestone County Commission (Owner) and Morell Engineering, Inc. (Engineer).

Engineer agrees to provide the services described below to Owner for: Roundabout Design Capshaw Road (Project).

Description of Engineer's Services: Perform preliminary engineering, surveying and plan development for the roundabout at intersection of East Limestone Road and Capshaw Road.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer *for* such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control,
- 3) Engineer shall have no liability to Owner on account of such termination,

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.0I.A.I .as if the party receiving such notice begins, within seven days of receipt of such notice, to correct Its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.0I.A.1 or 4.0I.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.0LB the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No.C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly Incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Direct Labor Costs Times Factor; Plus Reimbursables)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay engineer hourly as follows:

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

1. An amount equal to Engineer's Direct Labor Costs times a Factor of 158.44 for services of Engineer's Employees engaged on the Project, plus reimbursable expenses, and Engineer's consultants' charges, if any.

2. The total compensation of services and reimbursable expenses is estimated to be \$36,696.

B. the Engineering's compensation is conditioned on the time to complete construction not exceeding 6 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

Proposal No.	Item	Awarded to	Amount
2586	Printing – Privilege License Forms (License Commission)	Printers & Stationers Inc.	\$269.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Ben Harrison to employ Megan Goode as a Bookkeeper/Jail Secretary.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Ben Harrison, aye; Stanley Hill, aye; and Steve Turner, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Stanley Hill to approve the following subdivision:

Name	S/D Type	Approval Type	Lots	District	Location
Legacy Grove Addition #8 Re-plat of lots 264 & 265	Minor	Preliminary & Final	2	2	North side of Newby Rd

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Stanley Hill, aye; Jason Black, aye; and Ben Harrison, aye. Motion carries unanimously.

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

MOTION was made by Jason Black and seconded by Steve Turner to adopt the ADA Self-Assessment & Transition Plan for sidewalks and curb ramps on the county right-of-ways.

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Stanley Hill and seconded by Jason Black to sell the following on GovDeals:

Department	Item	VIN or Serial #
District 1	2010 Ford Explorer	1FMEU7D88AUA86019
District 3	Ford Wood Chipper	17484R-11-TR
District 3	Forklift	44246586
District 3	Forklift	10880057
District 3	2004 Ford F250 Truck	1FTNX21P04EV84552

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Stanley Hill, aye; Jason Black, aye; Steve Turner, aye; and Ben Harrison, aye. Motion carries unanimously.

MOTION was made by Steve Turner and seconded by Ben Harrison to remove the following equipment from inventory:

Department	Item	Inventory #	Serial #
Probate Judge	Dell Optiplex 780	18114	7LBPBM1

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Steve Turner, aye; Ben Harrison, aye; Stanley Hill, aye; and Jason Black, aye. Motion carries unanimously.

MOTION was made by Jason Black and seconded by Steve Turner to approve the following Change Orders for Phase III of the Courthouse renovation project; \$47,401.97.

- Garber CO #31.1 – for floor finishes in rooms on the first floor not covered by Phase III drawings; \$11,884.75
- Garber CO #36 – for 1029 SF of plaster repair throughout the building. During the bid process it was determined that the cost would almost be impossible to determine due to the extensive amount of work to be done to existing plaster walls; \$16,722.00

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

- Garber CO #41 – for metal stud drywall walls around the entrances to restroom 002 & 003 under the west set of exterior steps; \$2,024.00
- Garber CO #42 – for an upgrade to the crown molding arounds the columns in the courtrooms; \$1,748.00
- Comfort Group CO #13 – for changing the floor drain strainers in the four jury restrooms to better accommodate the changed flooring; \$485.00
- VEEP Electrical CO #10 – for the installation of the communication conduit for the city, county and AT&T fiber optics and phone service wiring to enter the building; \$4,553.22
- Rainsville Church Pew CO to Bid #2580 – an upgrade to the previously purchased used church pews to be used in two courtrooms, Bid No. 2580 was awarded to Rainsville Church Pew in the amount \$22,770.00. It was determined that the previously purchased pews deteriorated during the storage of the pews. The additional cost is for providing new pews for the two courtrooms with a 25-year warranty. This also allowed for the redesign of the layout of the pews to maximize the seating capacity. This change order also reflects that the original cost of the used pews was deducted from the changes; additional amount \$9,985.00

The Chairman asked if there was any discussion. There was no discussion. The Administrator called the roll. Jason Black, aye; Steve Turner, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Hill reported that his district is bush hogging, bushwhacking, and patching. He encourages motorists to please slow down and be cautious of work zones.

MOTION was made by Steve Turner and seconded by Jason Black to approve the following road improvement project in District 2.

Road Name	Length in miles	Width in feet	Note	Cost
Lydia Joe Drive	0.23	22	Plant Mix	\$24,500.00

The Chairman asked if there was any discussion. Commissioner Turner stated the damage to Lydia Joe Drive is from heavy vehicles. The Administrator called the roll. Steve Turner, aye; Jason Black, aye; Stanley Hill, aye; and Ben Harrison, aye. Motion carries unanimously.

Commissioner Black stated that he had one thing he wants to talk about in light of the recent police shootings that have been happening in our country. He said, “I want people to understand that our Sheriff and Deputies do a fantastic job, along with Chief Floyd Johnson and the Athens Police Department. Times like this when you lose a family member, a lot of times it’s really difficult to get over and when you lose a police officer, even 500 miles, it’s still a comrade and someone that goes along with you. Let’s keep the Sheriff and the Chief in mind and their employees during these tough times across the United States.”

MINUTES, LIMESTONE COUNTY COMMISSION, JULY 18, 2016

Commissioner Harrison stated that his district will be finishing up the chip sealing project for Little Coffman and Gaston Hollow Roads, the remainder of this week.

Chairman Yarbrough thanked everyone for coming. He echoed Commissioner's Black sentiments, voicing support for Sheriff Blakely. He stated that we are blessed and fortunate to live in the community we have. He said this is a puzzling time for our country and it's fortunate to have its law enforcement protection. He requested thoughts and prayers from everyone for Baton Rouge and local law enforcement.

Recessed at 10:40 a.m. until 10:00 a.m. on Wednesday, July 27, 2016, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, AL.