

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

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: Daryl Sammet, Steve Turner, Jason Black (joined meeting at 10:02), and Ben Harrison. Absent: None. Collin Daly, Chairman presided.

The meeting began with the Pledge of Allegiance.

**MOTION** was made by Steve Turner and seconded by Daryl Sammet to approve the minutes of December 17, 2018 & January 2, 2019.

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

**MOTION** was made by Steve Turner and seconded by Ben Harrison to approve the following claims

12/11/18	Check # 51624 – 51625	640.00
12/14/18	Check # 51626 – 51696	\$1,177,398.91
12/20/18	Check # 51697	\$ 300.00
12/20/18	Check # 51698	\$ 865.00
12/21/18	Check # 51699 – 51754	<u>\$ 480,378.59</u>
	TOTAL	\$1,659,582.50

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. Steve Turner, aye; Ben Harrison, aye; and Daryl Sammet, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Daryl Sammet to authorize the Chairman to execute the following resolution endorsing and supporting the plans of the Alabama Scenic River Trail to develop a River Trail for small boats along the Tennessee and Elk Rivers, including Sugar Creek.

**RESOLUTION**

**ALABAMA SCENIC RIVER TRAIL**

**WHEREAS**, the Alabama Scenic River Trail, an Alabama unincorporated nonprofit association, has brought to the attention of the Limestone County Commission, the governing body of Limestone County, Alabama, its plan to develop a River Trail for small boats along the Tennessee and Elk Rivers, including by way of Sugar Creek; and,

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**WHEREAS**, in total, this Trail will be approximately \_\_\_ miles long throughout the State of Alabama and as such the longest River Trail in the United States located entirely within one state; and,

**WHEREAS**, the Alabama Scenic River Trail Association is well underway in developing the Trail, having, among other things, located portages around each of the eleven dams included within the Trail; and,

**WHEREAS**, this Trail has and/or is expected to have tremendous benefit to the lands near the rivers by:

- increasing tourism along the Trail;
- enhancing industrial and commercial development;
- developing better recreational facilities on our rivers and making them accessible, more inviting and safer;
- making known the facilities along the rivers such as sporting goods stores, outfitters, gas stations, put in and take out paths, and ramps and roads intersecting the Trail;
- advertising historical places of renown such as \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, among others; and,

**WHEREAS**, the Limestone County Commission has determined all of the above will necessarily inure to the benefit of Limestone County and all communities along or near the Trail and throughout the State of Alabama;

**NOW THEREFORE BE IT RESOLVED** by the Limestone County Commission that we endorse and support the plans of the Alabama Scenic River Trail, and wish the organization success and encourage other communities along the Trail to support and assist in the development of the Alabama Scenic River Trail; and,

**BE IT FURTHER RESOLVED** that the Chairman of the Limestone County Commission and its Administrator shall be authorized to take such action and execute any and all such documents and instruments that may be necessary to complete and perform same on behalf of Limestone County; and,

**BE IT FURTHER RESOLVED** the authority granted herein shall be in force and effect immediately upon passage of this Resolution.

**ADOPTED AND APPROVED** this 7<sup>th</sup> day of January, 2019.

\_\_\_\_\_  
Collin Daly, Chairman  
Limestone County Commission

ATTEST:

\_\_\_\_\_  
County Clerk/Administrator

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The Chairman asked if there was any discussion. Commissioner Harrison explained the trail would include the portion of Sugar Creek coming from the Lauderdale County/Tennessee state line, down to Sportsman Park and including in the Alabama Scenic River Trail. The purpose would be to increase tourism along the trail; enhance industrial and commercial development; develop better recreational facilities on our rivers and making them accessible, more inviting and safer. The Administrator called the roll. Ben Harrison, aye; Daryl Sammet, aye; Steve Turner, aye; and Jason Black, aye. Motion carries unanimously.

**MOTION** was made by Ben Harrison and seconded by Steve Turner to authorize the Chairman to execute an amendment to the Equipment Lease Agreement approved on November 5, 2018 to clarify the lease will be with Wells Fargo Financial Leasing, Inc. rather than Canon Financial Services, Inc.

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

**MOTION** was made by Jason Black and seconded by Steve Turner to authorize the Chairman to execute the following agreement between the City of Huntsville and the Limestone County Commission for the Old Highway 20 Bridge Replacement Project ERPRF-9010(955) LCP 42-166-16.

### MEMORANDUM OF AGREEMENT

#### BY AND BETWEEN THE CITY OF HUNTSVILLE, ALABAMA, AND THE LIMESTONE COUNTY COMMISSION FOR THE OLD HIGHWAY 20 BRIDGE REPLACEMENT PROJECT

This Memorandum of Agreement is entered into by and between the City of Huntsville, Alabama ("Huntsville"), and the Limestone County Commission, as the governing body of Limestone County, Alabama ("Limestone County"), and shall be effective as of the date this Agreement is executed by the parties hereto with the latest date of execution being the effective date in the event the authorized signatures are affixed on different dates.

WHEREAS, each of the parties hereto are authorized and empowered by law individually to contribute its funds for the construction, repair, and replacement of roads and bridges within and affecting travel within their respective jurisdictions; and,

WHEREAS, the parties have determined they have a common interest in the replacement of that certain bridge located on Old Highway 20 approximately 1600 feet East of the intersection of Old Highway 20 and Mooresville Road (hereinafter "the Project") as generally shown in "Exhibit A" attached hereto; and,

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WHEREAS, the Project is the subject of the "Construction Agreement For A Federal Aid Project" between the State of Alabama and Limestone County, a copy of which is attached hereto as "Exhibit C"; and,

WHEREAS, the scope of the construction of the said bridge and project shall be as is generally shown in "Exhibit B" attached hereto; and,

WHEREAS, the Project is to be completed in conjunction with the Alabama Department of Transportation and requires local matching funds; and,

WHEREAS, the parties desire to enter into this Agreement to share in Limestone County's responsibility for local matching funds;

NOW, THEREFORE, the parties, intending to be legally bound hereby, memorialize the terms and conditions of their agreement and declare that the terms and conditions of their agreement are and shall be as follows:

1. The local matching funds required from Limestone County for the Project are estimated to be a total amount of \$520,105.02, and the parties agree and acknowledge that this total cost estimate is a good faith estimate based upon information known or otherwise available to the parties at the time of this Agreement.

2. Limestone County shall advance all matching funds required of it.

3. For any matching funds required of and paid by Limestone County, Huntsville agrees to reimburse Limestone County an amount equal to one-third (1/3) of the funds paid by Limestone County, or what is expected to be \$173,368.34, not to exceed (NTE) total contribution of \$200,000.00.

4. Upon advancing any such matching funds Limestone County shall invoice Huntsville for Huntsville's portion to be reimbursed to Limestone County, and Huntsville shall remit such payment to Limestone County within thirty (30) days of receipt of any invoice.

5. To the extent possible, Limestone County shall give reasonable advance written notice to Huntsville of any unanticipated project cost overruns during the Project that might require local matching funds in excess of the estimates set forth herein in Paragraph 1. However, Huntsville shall remain obligated to reimburse Limestone County one-third (1/3) of any local matching funds paid under the terms set forth herein, provided such total amount paid by Huntsville does not exceed the NTE limit of \$200,00.00 set forth in Paragraph 3 above.

6. The parties hereto agree and acknowledge that this Agreement may be executed in counterparts with all executed signature pages, collectively, being one binding and enforceable agreement.

7. Each party hereby warrants and represents unto the other by the execution of this Agreement that the representative of each entity hereby executing this Agreement has done so with full authority to bind each entity hereto.

CITY OF HUNTSVILLE, ALABAMA,  
a municipal corporation

Attest: \_\_\_\_\_

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\_\_\_\_\_  
Tommy Battle, Mayor

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LIMESTONE COUNTY, ALABAMA  
LIMESTONE COUNTY COMMISSION

Attest: \_\_\_\_\_

\_\_\_\_\_  
Collin Daly, Chairman

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**CONSTRUCTION  
AGREEMENT  
FOR A  
PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
LIMESTONE COUNTY COMMISSION  
Limestone County  
Project No. ERPRF-9010(955)  
County Project No. LCP 42-166-16  
CPMS Ref# 100068310**

**PART ONE (1): INTRODUCTION**

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 the Limestone County Commission, Alabama, (FEIN 63-6001 607) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the bridge replacement and approaches of BIN 002544 on Old Highway 20 (CR-12) over a slough of Limestone creek, FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2);  
Project# ERPRF-9010(955)•, LCP 42-166-16; CPMS Ref# 100068310;

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

**PART TWO (2): FUNDING PROVISIONS**

- A. Project Funding: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. All estimated cost will be financed, when eligible for Federal participation, on the basis of 80% Federal Emergency Relief funds. The 20% matching funds will come from State Public Road and

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Bridge funds making up 2/3 of the matching funds and County funds making up 1/3 of the matching funds. Of the 2/3 of State Public Road and Bridge funds, 1/2 of these funds are coming from a swap of the County's regular Federal Aid Funds. Any overrun in construction costs will be at the prorata share listed below.

B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal Emergency Relief Funds	\$2,131,546.63
State Public Road and Bridge Funds	\$ 177,628.88
State Public Road and Bridge Funds (Reg. FA Funds swap)	\$ 177,628.88
County Funds	<u>\$ 177,628.89</u>
Total (Incl. E & I and Indirect cost)	\$2,664,433.28

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. Time Limit: This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant. The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by F I-IWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

**PART THREE (3): PROJECT SERVICES**

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

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No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will adjust and/or relocate all Utilities in conflict with the project improvements. Associated Utility costs will not be an eligible cost to the project.  
The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures.
- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. At a cost for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for Procedures for Processing State and Industrial Access Funded County and City Projects, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as pan of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

### PART FOUR (4): CONTRACT PROVISIONS

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost to the project.  
For projects let to contract by the STATE, 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

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of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner, and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. 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.

- F. 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.



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- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

### PART FIVE (5): ACCOUNTING PROVISIONS

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the Federal Office of Management and Budget (OMB) circular A-128 or A-1 33 whichever is applicable.

- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

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

### PART SIX (6): MISCELLANEOUS PROVISIONS

- A. 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.
- B. 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 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.
- C. 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.
- D. No member, officer, or employee of the COUNTY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. Exhibits A, E, H, M, and N are hereby attached to and made a part of this Agreement.

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

### RESOLUTION

BE IT RESOLVED, by the Limestone County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Bridge replacement and approaches of BIN 002544 on Old Highway 20 (CR-12) over a slough of Limestone Creek, FHWA Disaster #AL2016-01 (DDIR Report #Limestone-2); Project# ERPRF-9010(955); LCP 42-166-16; CPMS Ref# 100068310;

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

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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 on file by the County.

I, the undersigned qualified and acting Clerk of the 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 named therein, at a regular meeting of such Commission held on the 19<sup>th</sup> day of November 2018, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

19<sup>th</sup> day of November 2018, 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 19<sup>th</sup> day of November 2018.

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL AID PROGRAM**

Policy. It is the policy the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

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- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

### **CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

### **CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## EXHIBIT H

### **EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

- a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. s 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601 (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100):
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

### b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21 .5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit it access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** — The following equal employment opportunity requirements apply to the underlying contract:

1. **Race. Color. Creed. National Origin. Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue-
3. Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

### **COST PRINCIPLES**

The STATES cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

### **EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.
- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

### **COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that no mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the

## **MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

### **EXHIBIT M**

#### **CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

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.
- 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.



# MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

## 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.

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 to termination.

### NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY 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, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY 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

## STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION GUIDELINES FOR OPERATION

### SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to authorize the Chairman to execute the following Lease and Maintenance Agreement with the Department of Conservation for the Easter Ferry Public Boat Ramp and Maples Bridge Public Boat Ramp.

**STATE OF ALABAMA**

**LEASE AND MAINTENANCE  
AGREEMENT - EASTER FERRY  
PUBLIC BOAT RAMP -  
MAINTENANCE AGREEMENT -  
MAPLES BRIDGE PUBLIC BOAT RAMP -  
LIMESTONE COUNTY, STATE OF ALABAMA**

**LIMESTONE COUNTY**

THIS LEASE AND MAINTENANCE AGREEMENT made and entered into on the 1st day of February 2019, or the date of the Governor's signature, whichever occurs later, by and between LIMESTONE COUNTY (hereinafter referred to as "COUNTY") and the STATE OF ALABAMA, acting through its DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (hereinafter referred to as "CONSERVATION"):

WITNESSETH:

WHEREAS, CONSERVATION maintains a program for the development of public boat landing facilities throughout the State of Alabama to provide access to Alabama's waterways for hunters, anglers, and recreational boaters; and

WHEREAS, the COUNTY owns certain property containing Easter Ferry public boat ramp as illustrated in Exhibit A which is currently managed by CONSERVATION as a public boat ramp and associated parking lot which the COUNTY is willing to continue to lease to CONSERVATION for management of such; and

WHEREAS, the Alabama Department of Transportation owns certain property containing Maples Bridge public boat ramp, located under Alabama Highway #127 over the Elk River, which is currently managed by CONSERVATION as a public boat ramp and associated parking lot; and

WHEREAS, the COUNTY desires to provide routine maintenance at both premises for the benefit of the citizens of Limestone County.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that COUNTY and CONSERVATION hereby mutually covenant and agree as follows:

**LEASE OF PROPERTY**

1. As a contribution for the benefit of the public and for and in consideration of the sum of One Dollar (\$1.00) in hand paid by CONSERVATION, the receipt whereof is hereby acknowledged, COUNTY does hereby lease unto CONSERVATION the property described in Exhibit "A", attached and made a part hereof.

## **MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

2. The term of this lease shall be for twenty (20) years, commencing on February 1, 2019, or the date of the Governor's signature, whichever occurs later, and expiring at midnight 20 years from the date of commencement with an option by CONSERVATION to renew this lease for an additional twenty (20) year term.
3. The leased property shall be used solely for the purposes of providing access to the Elk River through public boat ramp facilities, improvements, and parking for recreational boaters and allied activities in accordance with the rules and guidance of the Department of Conservation and Natural Resources and the U.S. Fish and Wildlife Service.
4. During the term of this lease of the property described in Exhibit A, and the property containing Maples Bridge public boat ramp, COUNTY shall not initiate any alterations or construction activities on the property described in Exhibit A, and properties containing Maples Bridge public boat ramp without the written consent of CONSERVATION. In the event unauthorized work is performed, CONSERVATION reserves the right to restore the premises to the previous condition and bill COUNTY for the costs thereof, which the COUNTY hereby agrees to reimburse CONSERVATION in a timely manner.

### **MAINTENANCE OF PREMISES**

5. It is specifically understood by and between the Parties hereto that the COUNTY shall be responsible for the routine and preventive maintenance of both premises. The premises include the property leased by CONSERVATION from COUNTY as described in Exhibit A, property containing Maples Bridge public boat ramp, and any improvements thereon at either facility which shall include any roads, grounds, parking lots, and boat ramps contained thereon. Routine and preventative maintenance shall include keeping premises maintained in accordance with Federal, State, and local health and safety standards and kept clean and in good repair to prevent undue deterioration and to provide for safe and clean public use. More specifically routine maintenance shall include but is not necessarily limited to: repairs to the boat ramps; picking up and disposing of trash and debris; mowing grounds; properly disposing of sewage; and minor repairs to roads and parking lots such as the repair of potholes. In the event COUNTY fails to so repair, maintain, and keep the premises in clean and safe condition and in compliance with all applicable federal, state, and local regulations, CONSERVATION may, at its option, after due notice in writing, perform all necessary repairs and maintenance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION for the cost of such repairs and maintenance,
6. It is specifically understood and agreed that CONSERVATION will be responsible for all non-routine maintenance including but not limited to major repairs to the boat ramp and parking area such as resurfacing roads and parking areas.
7. The employees or agents of CONSERVATION may from time to time inspect the premises for proper routine maintenance. In the event the premises is determined to be poorly maintained or in unsanitary condition, CONSERVATION will notify COUNTY of such, specifying the conditions to be corrected. CONSERVATION may specify a time by which such conditions must be corrected, and COUNTY shall comply therewith.
8. It is specifically understood and agreed that should COUNTY take any action or undertake any repairs or maintenance to the premises which results in non-compliance with the Americans with Disabilities Act (ADA) accessibility regulations and/or guidelines, COUNTY shall be obligated to promptly rectify the non-compliance or CONSERVATION may take appropriate actions to rectify the non-compliance and bill COUNTY for the cost thereof, which COUNTY hereby agrees to reimburse CONSERVATION.

## MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019

### GENERAL TERMS AND CONDITIONS

9. It is hereby agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void. COUNTY's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama,
10. The COUNTY certifies to the best of its knowledge and belief that it and its principals: (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) have not within a three year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
11. It is expressly understood and mutually agreed that COUNTY, its employees, agents, or assigns, shall not be entitled to any benefits of the Alabama State Merit System.
12. CONSERVATION may terminate this Agreement for cause based upon the failure of COUNTY to comply with the terms and/or conditions of this Agreement; provided that CONSERVATION shall give the COUNTY thirty (30) days written notice specifying the COUNTY's failure. If within thirty (30) days after receipt of such notice, COUNTY shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then CONSERVATION may, at its option terminate this Agreement.
13. In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
14. It is expressly understood and mutually agreed that any commitment of funds herein shall be contingent upon the receipt and availability of funds to CONSERVATION under the program for which this Agreement is awarded.
15. The COUNTY by its representative's signature, certifies to the best of his/her knowledge and belief no conflicts of interest existed or now exists which have, may have, or have had any effect on this Agreement,
16. COUNTY shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement.
17. This Agreement may not be amended or otherwise altered nor may it be assigned or otherwise transferred without the express written consent of CONSERVATION.
18. 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.

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

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.

19. During the contract term, including any renewals or extensions, COUNTY will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.
20. COUNTY agrees to comply with all state and federal laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability,
21. COUNTY and CONSERVATION covenant that they have full legal authority to enter into this Agreement and to develop, operate, and maintain the property, facilities, and improvements in accordance with the terms of this Agreement,
22. COUNTY expressly understands and agrees that the lands described herein are subject to all applicable rules of the Division of Wildlife and Freshwater Fisheries of CONSERVATION and applicable Federal regulations and shall be maintained and operated in accordance with such regulations, as may be amended from time to time.
23. The COUNTY for itself, its transferees and assigns, does hereby covenant with CONSERVATION that it has good right to lease the premises as described in Exhibit A as set forth in this Agreement and COUNTY agrees that it, its transferees and assigns, shall warrant and defend the same to CONSERVATION, its transferees and assigns forever, against the lawful claims of all persons. If in the event COUNTY's title to the property should in any way prove faulty and the public be deprived of the free use and benefit of the premises, COUNTY agrees that it will indemnify and pay to CONSERVATION any costs incurred by CONSERVATION as a result of this Agreement. The COUNTY hereby agrees to indemnify, protect and hold harmless CONSERVATION, and its officers and employees, from and against any and all claims of every kind in any way arising out of any of COUNTY's activities and obligations hereunder.
24. 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 nonbinding alternate dispute resolution, including, but not limited to, mediation.
25. By entering into this agreement, the contractor is not an agent of the state, its officers, employees, agents or assigns. The contractor is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on the day and year first hereinabove written

STATE OF ALABAMA  
Department of Conservation  
and Natural Resources

RECOMMENDED:

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Charles F. Sykes, Director  
Wildlife & Freshwater Fisheries

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Christopher M. Blankenship,  
Commissioner

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

LIMESTONE COUNTY:

ATTEST:

By: \_\_\_\_\_  
 Its: Chairman

By: \_\_\_\_\_  
 Clerk, Limestone County

APPROVED:

ATTEST:

\_\_\_\_\_  
 Kay Ivey, Governor

\_\_\_\_\_  
 John H. Merrill, Secretary of State

The Chairman asked if there was any discussion. Commissioner Harrison explained the lease and maintenance agreement must be in place for the Department of Conservation to obtain federal funds for improvements. The county will provide routine maintenance by keeping the garbage picked up and making minor repairs to the parking areas. The Administrator called the roll. Ben Harrison, aye; Jason Black, aye; Daryl Sammet, aye; and Steve Turner, aye. Motion carries unanimously.

**MOTION** was made by Jason Black and seconded by Daryl Sammet to award the following bid proposal to the lowest responsible bidder meeting specifications as follows:

<b>Proposal No.</b>	<b>Item</b>	<b>Awarded to</b>	<b>Amount</b>
2670	Printing Kraft Envelopes (License Commission)	Currie Systems	\$105.57

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

**MOTION** was made by Steve Turner and seconded by Jason Black to approve Family Medical Leave for James Max Scott beginning December 19, 2018 until December 26, 2018.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to suspend the Rules of Order to add personnel matters to the agenda.

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

**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

**MOTION** was made by Ben Harrison and seconded by Jason Black to approve to add a transitional Foreman to the Staffing Plan for District 4, through March 31, 2019.

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

**MOTION** was made by Ben Harrison and seconded by Jason Black to promote Brian Townsend to transitional Foreman in District 4.

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

**MOTION** was made by Ben Harrison and seconded by Steve Turner to approve the following subdivision:

<b>Name</b>	<b>S/D Type</b>	<b>Approval Type</b>	<b>Lots</b>	<b>District</b>	<b>Location</b>
Clements Heights Subdivision	Minor	Preliminary & Final	2	4	Approx. 350' west of Cox Rd & Allison Loop intersection

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

**MOTION** was made by Daryl Sammet and seconded by Ben Harrison to sell a 2007 Mack tri-axel truck (Vin. # 1M1AKO2Y76N002115) at the J M Wood Auction Company's March 2019 auction for District 1.

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

Commissioner Turner reported his district removed the tree this morning off Capshaw Road he had discussed at the work session. He is hopeful the contractor will begin striping Mooresville Road between Highway 72 and Huntsville Brownsferry this week.

Commissioner Black apologized for joining the meeting late. He reported his district is installing driveway tile and patching.

Commissioner Harrison reported his district is preparing Gray Ridge Road for surface repairs by clipping the shoulders and ditching. They are installing the last of the tile on Parker Road and clearing out stopped up tiles.



**MINUTES, LIMESTONE COUNTY COMMISSION, JANUARY 7, 2019**

Chairman Daly thanked everyone for attending.

Recessed at 10:12 a.m. until 10:00 a.m. on Wednesday, January 16, 2019, at the Washington Street Courthouse Annex, 310 West Washington Street, Athens, Alabama.