



Dale County Commission

Commission Meeting Minutes – November 26, 2024

The Dale County Commission convened in a regular session Tuesday, November 26, 2024. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; and District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Wilson followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 100959 – 101090.
- Payroll Check Numbers: 154996 – 155000.
- Direct Deposit Check Numbers: 430601 - 430744.

Minutes: Commission Meeting of November 13, 2024.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL TRAVEL

Commissioner Enfinger made a motion to approve the following:

- Willie Worsham - EMA – December 10-11,2024 - ACCA Winter Conference.
- Wendi Ward – Road & Bridge – December 4-5, 2024 – CIMS Regional Training.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – CAPITAL ASSETS

Commissioner Grantham made a motion to approve to surplus capital assets in the Road & Bridge department. See Exhibit 1.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – INVESTING IN ALABAMA (IAC) AGREEMENT

Commissioner Carroll made a motion to approve a 3-year extension agreement with Investing in Alabama (IAC). See Exhibit 2.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – JAIL AD VALOREM EXPENDITURE

Commissioner Grantham made a motion to approve an expenditure for the Jail's sewer, from Fund 151- Jail Ad Valorem, in the amount of \$ 15,561.00. See Exhibit 3.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – CAPITAL EXPENDITURE

Commissioner Wilson made a motion to approve an expenditure totaling \$ 74,582.30, from Fund 116-Capital, for the maintenance of the Courthouse and Training Facility. See Exhibit 4.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – DEPUTY SHERIFF BADGE & PISTOL

Commissioner Enfinger made a motion to approve the Sheriff's request of receipt of badge and pistol. See Exhibit 5.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – ALDOT AGREEMENT – ROAD & BRIDGE

Commissioner Carroll made a motion to approve an agreement with ALDOT for guardrail and guardrail end anchors at four (4) sites. See Exhibit 6.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Wednesday, December 10, 2024, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Carroll seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman

County Engineer
Matthew W. Murphy, P.E.



Assistant County Engineer
Andrew J. Faulk, P.E.

DALE COUNTY ROAD AND BRIDGE

Date: November 26, 2024
To: Dale County Commission
From: Matt Murphy
County Engineer
Subject: Request Surplus Equipment (to be sold on govdeals.com)

Asset No:	Description	Model/Serial Number
77	Fuel Tank 2,000 Gallons	
79	Fuel Tank 2,000 Gallons	
2434	Fuel Tank 1,000 Gallons	
2374	2000 New Holland Grader	11M00285
2386	2006 Chevrolet Truck 1500	1GCEC14Z16Z284724

Commission Approved:

11-26-24
Date

Second Amendment to the Association of County Commissions of Alabama Investing in Alabama Counties Program Maintenance and Support Membership Agreement

Whereas, the Association of County Commissions of Alabama (the "Association") and the Dale County Commission (the "County") previously entered into a Maintenance and Support Membership Agreement (the "Agreement") for the administration, planning, management, and completion support in the areas of educational, intergovernmental, compliance, and technical assistance related to the use of funds received by the County from the American Rescue Plan Act of 2021 by and through the Association's Investing in Alabama Counties (IAC) program; and,

Whereas, the Agreement is scheduled to expire on December 31, 2024; and

Whereas, for good and adequate mutual consideration, the receipt of which is hereby acknowledged, the parties desire to extend the term of the Agreement to ensure that these services continue uninterrupted through the duration of the period of performance of the County's SLFRF award.

The Association and the County hereby enter into this Second Amendment to the Maintenance and Support Membership Agreement as follows:

The Agreement, as previously amended on December 14, 2021, is further amended to provide that the Agreement shall remain and continue in full force until December 31, 2027, unless and until terminated in writing by either party upon 90 days written notice to the other party.

All other terms and conditions of the Agreement, as previously amended, shall remain the same.

Executed on this the 26th day of November of 2024.

DALE COUNTY COMMISSION

By: 
Steve McKinnon

Chairman

Title

ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

By: _____
Signature of Authorized Agent

Title



INVOICE	#165585-3, 165585-5
INVOICE DATE	Nov 14, 2024
PAYMENT TERMS	Upon receipt
DUE DATE	Nov 14, 2024
AMOUNT DUE	\$15,561.00

Dale County Jail
725 S Union Ave
Ozark, AL 36360

(334) 733-9584
ina.johnson@dalecountyal.gov

CONTACT US
634 S Shady Ln
Dothan, AL 36301

(334) 793-2090
dispatch@vinsondothan.com

Service completed by: Tarah Ruble, Wade #2377 Kirkland

INVOICE

Segment #3 - Oct 23, 2024

Saw cut from cleanout at back door to cleanout in bull pin. Bust up concrete & remove. Dig new line in beside old line so they can keep running until new line is ran. Cut old line loose and hook up new drain line. We will be running new 4" PVC line. Vinson will haul off old concrete. Dale County said they will pour concrete back.	1.0	\$15,561.00	\$15,561.00
10/23/24- Commercial Labor Jay- (2) Kyle- (9) Shawn- (7)	0.0	\$0.00	\$0.00
10/24/24- Commercial Labor Kyle- (9) Jeremy- (9)	0.0	\$140.00	\$0.00
10/25/24- Commercial Labor Kyle- (8) Jeremy- (8)	0.0	\$0.00	\$0.00
10/28/24- Commercial Labor Kyle- (9) Lorenzo- (9)	1.0	\$0.00	\$0.00
10/29/24- Commercial Labor Kyle- (9) Jay- (9)	1.0	\$0.00	\$0.00
10/30/24- Commercial Labor Jay- (8.5)	1.0	\$0.00	\$0.00

Exhibit 3

Roll back dumpster has been ordered from MDI.	1.0	\$0.00	\$0.00
	1.0	\$0.00	\$0.00
Demo Saw Flat Rate Fee	1.0	\$0.00	\$0.00

Materials subtotal: \$0.00

Segment #3 subtotal **\$15,561.00**

Segment #4 - Nov 01, 2024

Cover up drain line that was just replaced out back of jail, Per Jeremy	0.0	\$0.00	\$0.00
Finished backfilling ditches	5.5	\$0.00	\$0.00

Services subtotal: \$0.00

Segment #4 subtotal **\$0.00**

Subtotal **\$15,561.00**

Job Total **\$15,561.00**

Amount Due **\$15,561.00**

When paying with a credit card there will be a 3% service charge.

Thank you for your business!

See our Terms & Conditions

Fund 116 – Capital Expense

Training Facility - \$ 50,000.00

Courthouse, 3rd Floor AC - \$ 9,358.50

Courthouse, 1st Floor AC - \$ 8,445.00

Courthouse, Circuit Clerk *AC* - \$ 6,778.80

Total - \$ 74, 582.30

Sheriff Department Training Center Cost Estimate

11/19/2024

Work Description	Unit	Unit Price	Quantity	Subtotal	Remarks
Clearing and grubbing	Lump Sum	\$10,000.00	1	\$10,000.00	Debris to be burned onsite
Retaining Wall Concrete Blocks	Lump Sum	\$4,160.00	1	\$4,160.00	Precast blocks from Quality Concrete
Borrow Excavation	Cubic Yard	\$4.00	2,000	\$8,000.00	To flatten slope in parking area
Fencing	Lump Sum	\$15,000.00	1	\$15,000.00	By contractor, quotes required
#57 Stone	Ton	\$36.00	75	\$2,700.00	For parking are on North side, with haul costs
Guardrail	Lin Ft	\$15.00	108	\$1,620.00	Needed at retaining wall on North side
Removal of Mobile Home	Lump Sum	\$2,000.00	1	\$2,000.00	To be disposed of at landfill
			Subtotal	\$43,480.00	
			Contingency	\$6,520.00	In Case of Overruns
			Total	\$50,000.00	

NOTE: Most of the work will be done in kind by County Road & Bridge Department, so majority of the funds will be transferred from Capital Improvement to Gasoline Fund



Hagler Heating & Cooling, Inc
 186 North Union Avenue, Ozark, Alabama
 36360 United States

Estimate 57547850
 Job 57502287
 Estimate Date 11/7/2024
 Customer PO 34594

Billing Address
 Dale County Commission
 202 S Hwy 123
 Ozark, AL 36360 USA

Job Address
 Dale County Commission- Court
 House
 100 East Court Square
 Ozark, AL 36360 USA

Estimate Details

8 TON COMPRESSOR REPLACEMENT

Service #	Description	Quantity	Your Price	Your Total
DMS-194	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. With recover of Freon and charge system with 25lbs of r-410a. Properly evacuate and charge system.	1.00	\$7,887.00	\$7,887.00
DMS-182	Replace manufacturer specific control board that controls all operations on the ductless outdoor unit.	1.00	\$1,471.50	\$1,471.50
				Member Savings \$1,039.83
				Sub-Total \$9,358.50
				Tax \$0.00
				Total \$9,358.50
				Est. Financing \$269.17

Thank you for choosing Hagler Heating & Cooling, Inc

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Hagler Heating & Cooling, Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed. ALL ESTIMATES ARE VALID FOR 30 DAYS. ANY ESTIMATE THAT IS APPROVED AFTER 30 DAYS WILL BE SUBJECT TO A SERVICE CALL FEE OF \$108 DURING BUSINESS HOURS AND \$135 AFTER BUSINESS HOURS.

3rd Floor



Hagler Heating & Cooling, Inc
 186 North Union Avenue, Ozark, Alabama
 36360 United States

Invoice 57584257
 Invoice Date 11/19/2024
 Completed Date 11/19/2024
 Customer PO 39699 *34694*
 Payment Term Due Upon Receipt
 Due Date 11/19/2024

Billing Address
 Dale County Commission
 202 S Hwy 123
 Ozark, AL 36360 USA

Job Address
 Dale County Commission- Court
 House
 100 East Court Square
 Ozark, AL 36360 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
HVAC-DIAG-111	Trip Fee covers all drive time to job and first 30 minutes of labor on job to diagnose problem with unit. If more time is needed for diagnostics the technician will inform customer of problem. Nonrefundable if system is replaced.	1.00	\$108.00	\$108.00
DMS-194	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. With recover of Freon and charge system with 25lbs of r-410a. Properly evacuate and charge system.	1.00	\$7,887.00	\$7,887.00
Ser-Materials	Performed service test with Trane VRF service dept. on system to clear codes on t-stats and confirm the unit has bad failing compressor 5 hours.	1.00	\$450.00	\$450.00

Member Savings \$876.33
 Sub-Total \$8,445.00
 Tax \$0.00
 Total Due \$8,445.00
 Balance Due \$8,445.00

Thank you for choosing Hagler Heating & Cooling, Inc

This invoice in the amount of \$8,445.00 is agreed and acknowledged. Payment is due upon receipt. A service fee of \$30 will be charged for any returned checks.
 ALL ESTIMATES ARE VALID FOR 30 DAYS. ANY ESTIMATE THAT IS APPROVED AFTER 30 DAYS WILL BE SUBJECT TO A SERVICE CALL FEE OF \$108 DURING BUSINESS HOURS AND \$135 AFTER BUSINESS HOURS.

ANY BALANCE UNPAID GREATER THAN 15 DAYS WILL BE SENT TO COLLECTIONS.

I find and agree that all work performed by Hagler Heating & Cooling, Inc has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

1st floor



Hagler Heating & Cooling, Inc
186 North Union Avenue, Ozark, Alabama
36360 United States

116-5

Exhibit 4

11-20-24
gj

Invoice 51833295
Invoice Date 10/25/2024
Completed Date 10/25/2024
Customer PO 34471
Payment Term Due Upon Receipt
Due Date 10/25/2024

Billing Address
Dale County Commission
202 S Hwy 123
Ozark, AL 36360 USA

Job Address
Dale County Commission- Court
House
100 East Court Square
Ozark, AL 36360 USA

Description of Work

Task #	Description	Quantity	Your Price	Your Total
HVAC-DIAG-111	Trip Fee covers all drive time to job and first 30 minutes of labor on job to diagnose problem with unit. If more time is needed for diagnostics the technician will inform customer of problem. Nonrefundable if system is replaced.	1.00	\$108.00	\$108.00
DMS-194	Recover all refrigerant from the system. Remove existing compressor and install new OEM compressor. With recover of Freon and charge system with 25lbs of r-410a. Properly evacuate and charge system.	1.00	\$6,670.80	\$6,670.80
Member Savings				\$741.20
Sub-Total				\$6,778.80
Tax				\$0.00
Total Due				<u>\$6,778.80</u>
Balance Due				\$6,778.80

Thank you for choosing Hagler Heating & Cooling, Inc

This invoice in the amount of \$6,778.80 is agreed and acknowledged. Payment is due upon receipt. A service fee of \$30 will be charged for any returned checks.
ALL ESTIMATES ARE VALID FOR 30 DAYS. ANY ESTIMATE THAT IS APPROVED AFTER 30 DAYS WILL BE SUBJECT TO A SERVICE CALL FEE OF \$108 DURING BUSINESS HOURS AND \$135 AFTER BUSINESS HOURS.

****ANY BALANCE UNPAID GREATER THAN 15 DAYS WILL BE SENT TO COLLECTIONS.****

I find and agree that all work performed by Hagler Heating & Cooling, Inc has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

City Clerk

10-28-24 sent to Christal



Sheriff Mason Bynum

DALE COUNTY SHERIFF'S OFFICE

P.O. Box 279, Ozark, Alabama 36361
Telephone: 334-774-2335 Fax: 334-774-2909

November 26, 2024

To Whom It May Concern:

Pursuant to The Code of Alabama 1975, Title 45-23-232 **Deputy Sheriff – Receipt of badge and pistol.**

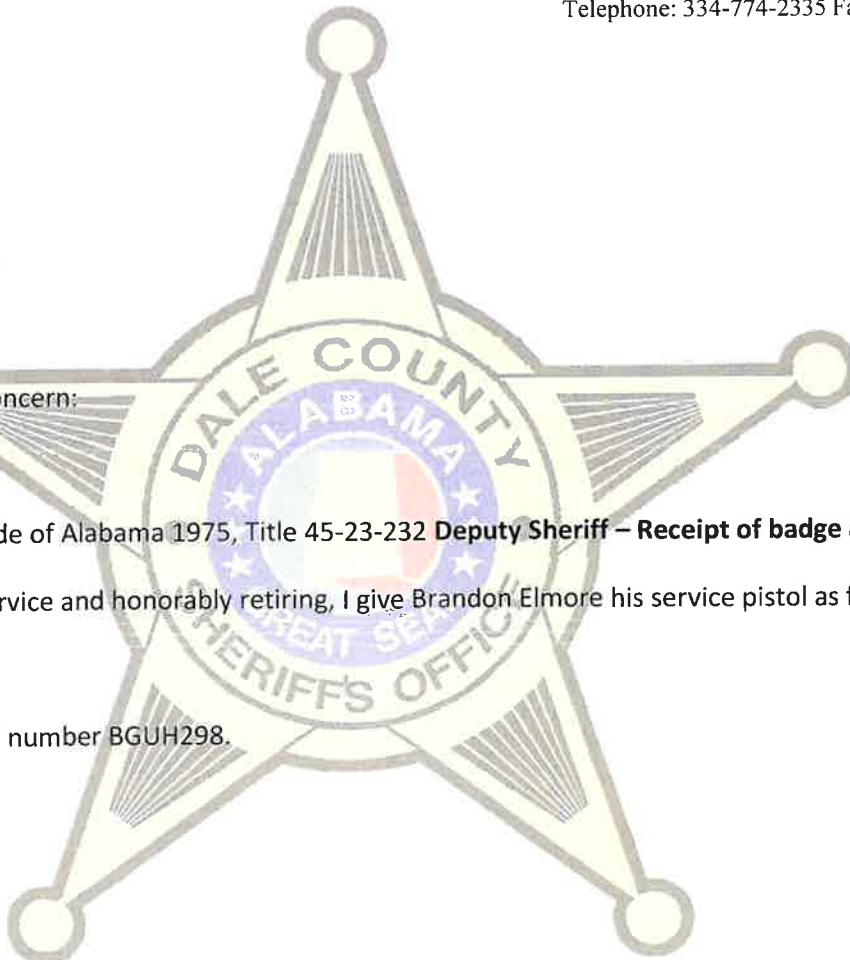
After 25 years of service and honorably retiring, I give Brandon Elmore his service pistol as follows:

1 Glock 19 cal serial number BGUH298.

A handwritten signature in black ink, appearing to read "Mason Bynum".

Mason Bynum

Sheriff, Dale County





ALABAMA DEPARTMENT OF TRANSPORTATION
Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6207 FAX: (334) 353-6550
Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

John R. Cooper
Transportation Director

September 18, 2024

The Honorable Steve McKinnon
Chair, Dale County Commission
202 South Highway 123
Ozark, Alabama 36360

RE: 2025 Local Roads Safety Initiative (LRSI) Program
General Safety Improvements

Dear Chairman McKinnon:

This letter is to advise you that your FY 2025 application for the Local Roads Safety Initiative (LRSI) Program for Guardrail and Guardrail End Anchors at four sites (4) sites has been approved. A total estimate of \$298,329.20 with a federal amount of \$268,496.28. A 10% match of \$29,832.92 will be the responsibility of the sponsor agency.

Our office will prepare a funding agreement and be in contact with you concerning the requirements that will have to be followed in administering this project. All LRSI projects will be required to follow the Local Transportation Procedural Guidelines for federally funded projects. Please note that project funds will only be available for a limited time, and any funding not authorized for contract letting by July 31, 2025, is subject to recession. If the authorization deadline is not met, the sponsor will be required to submit an extension request.

If you have any questions concerning this matter, please call Ms. LeeAnn Williams, at (334) 242-6020.

Sincerely,

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Matthew W. Murphy, P.E., Dale County Engineer
Mark Bartlett, P.E., FHWA Alabama Division Administrator
Edward N. Austin, P.E., ALDOT Chief Engineer
Steven C. Graben, P.E., Southeast Region Engineer
Aaron White, P.E., Troy Area Local Transportation Engineer
John-Michael Walker, P.E., Traffic and Safety Operations Engineer

Dale LRSI-2325()

**CONSTRUCTION
AGREEMENT
FOR A
LOCAL ROADS SAFETY INITIATIVE PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
DALE COUNTY COMMISSION**

**Guardrail and Guardrail End Anchors
at 4 Sites: CR-121, CR-445, CR-13, CR-19**

**Project No. LRSI-2325(____)
CPMS Reference No. 100079531**

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 Dale County Commission, Alabama, (FEIN 63-6001505) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate on a project for the installation of Guardrail and Guardrail End Anchors at Site 1(BIN 0007450) on CR-121 over Little Choctawhatchee River; Site 2 (BIN 0013193) on CR-445 over Cowpen Creek; Site 3 (BIN 012768) on CR-13 over Judy Creek; Site 4 (BIN 012996) on CR-19 over Blacks Creek; Project No. LRSI-2325() ; CPMS Reference No. 100079531.

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. Cost for the project will be financed, when eligible for Federal participation, on the basis of 90 percent Local Roads Safety Initiative (LRSI) funds with 10 percent COUNTY funds. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from County Federal Aid funds, if available, and from COUNTY funds unless approved in writing by the STATE. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 90 percent of eligible LRSI project costs.

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

	ESTIMATED COSTS
LRSI	\$268,496.28
County Funds – 10%	<u>\$ 29,832.92</u>
TOTAL (Incl CE&I & Indirect Cost)	\$298,329.20

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.

Dale LRSI-2325()

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 Federal Highway Administration (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 project shall be advanced to authorization by the end of the fiscal year, unless approved in writing by the State. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.

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 as part of this Agreement. 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 or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.
- The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.
- 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 relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- 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 as part of this Agreement.
- 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. All costs 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

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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, are of record in the Alabama Department of Transportation and are 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 or state funding and the refund of any federal or state funds previously received on the project.

- 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 as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part 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 as part of this Agreement. 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 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. For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by 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

Dale LRSI-2325()

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; conform to and comply with the requirements of any such permit or license; and comply 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.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way 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, and 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 of 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

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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 and 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 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- 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 the 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.
- 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 constitute 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 be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, 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.

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- 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.

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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.

ATTEST:

Dale County, Alabama

By: Cheryl Gaway
Clerk (Signature)

By: Steve McKinrow
As Chairman (Signature)

Cheryl Gaway
Print Name of Clerk

Steve McKinrow
Print Name of Chairman

(AFFIX SEAL)

This agreement has been legally reviewed and approved as to form.

By: _____
Legal Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Steven C. Graben, P.E.
Southeast Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P.E.
Chief Engineer

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

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

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RESOLUTION NUMBER 2024-11-26-01

BE IT RESOLVED, by the Dale 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 the:

Installation of Guardrail and Guardrail End Anchors at Site 1 (BIN 0007450) on CR-121 over Little Choctawhatchee River; Site 2 (BIN 0013193) on CR-445 over Cowpen Creek; Site 3 (BIN 012768) on CR-13 over Judy Creek; Site 4 (BIN 012996) on CR-19 over Blacks Creek; Project No. LRSI-2325(); CPMS Reference No. 100079531.

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.

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 Dale 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 26th day of November, 2024, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Cheryl Gandy
County Clerk

John T. King
Chairman

26 day of November, 2024, 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 26 day of November, 2024.

Cheryl Gandy
County Clerk

(AFFIX SEAL)

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EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of 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 of 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.

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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.

- 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.

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EXHIBIT H

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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. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 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 Part 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;

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- 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 nondiscrimination 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.

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 access to its books,

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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.

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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 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 STATE'S 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.

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- 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.

COUNTY'S 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 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 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.

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**STD CONTRACT EXHIBITS
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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.

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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.