

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**April 12, 2022**  
**9:30a.m. Regular Commission Meeting**  
**E911 Building**

**WELCOME****PUBLIC COMMENTS:****ELECTED OFFICIAL COMMENT:****CALL TO ORDER****COMMISSION ROLL CALL****INVOCATION, PLEDGE OF ALLEGIANCE****APPROVE AGENDA****APPROVAL OF MINUTES****AWARDS AND PRESENTATIONS****CONSENT AGENDA- MOTION AND SECOND TO APPROVE**

- (A) Motion for Chairman, Vice Chairman and Administrator to authorize, to issue and sign checks for payment of monthly expenses and payroll.
- (B) Motion to approve changes in employees: job description, salary, work hours, status (including budget approved raises).

**NEW BUSINESS**

- (1) 2022 Legislative Report—Commissioner Daugherty
- (2) Discuss updates on Flagg Mountain projects and upcoming events—State Forester Rick Gates and Forest Protection Division Director John Goff.
- (3) Approval to re-appoint Ms. Mary Bennett to the AltaPointe Health Board of Directors—Commissioner Dunham.
- (4) IAC Operations Council Representative Appointment—Commissioner Dunham
- (5) Approval to remove the following 7 items from inventory: Administrator Amy Gilliland
  - a. HP Desktop Decal 1080
  - b. Deep fryer Decal 261
  - c. Dishwasher Decal 260
  - d. Disposal Decal 274
  - e. Range Decal 262
  - f. Hot food table Decal 267
  - g. Computer monitor Decal 00348
- (6) County Road 40 estimate—Engineer Tad Eason
- (7) DHR Board Appointment—Commissioner Kelley
- (8) Approval of Memorandum of Agreement between Coosa County Commission and Alabama Forestry Commission—Commissioner Dunham
- (9) Approval of Ambulance grant agreement—EMA Director Sheldon Hutcherson
- (10) Approval to bid Ambulance—EMA Director Sheldon Hutcherson
- (11) Approval of Interagency Agreement between The Alabama Department of Human Resources and The Coosa County Commission-Attorney John Kelley Johnson
- (12) Approval of Standing Resolution for Emergency Closings—Attorney John Kelley Johnson

**OLD BUSINESS**

- (1) Approval to proceed with bid of roof for DHR/BOE if State DHR has agreed to specifications—CRS has submitted the roof replacement quote.
- (2) Approval of digital equipment for the Sheriff's office and deputies—Captain Mull

**STAFF REPORTS**

**Administrator—Rockford Senior Center**

**Attorney-**

**EMA-**

**Courthouse Maintenance-**

**Engineer-**

**Safety Coordinator-**

**DISCUSSION ITEMS BY COMMISSIONERS**

**ADJOURN**

**MINUTES**

**COOSA COUNTY COMMISSION**

**APRIL 12, 2022**

**9:30 A.M.**

**ELECTED OFFICIAL COMMENT**

**CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE E911 BUILDING APRIL 12, 2022 FOR ITS REGULAR MEETING WITH CHAIRMAN RANDALL DUNHAM, PRESIDING.

**COMMISSION ROLL CALL**

COMMISSION ROLL CALL: HERE CHAIRMAN RANDALL DUNHAM, VICE-CHAIR-BERTHA MCELRATH, COMMISSIONER UNZELL KELLEY, COMMISSIONER LAMAR DAUGHERTY, AND COMMISSIONER RONNIE JOINER.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

INVOCATION WAS GIVEN BY COMMISSIONER UNZELL KELLEY. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

**APPROVE AGENDA**

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE AGENDA. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

**APPROVAL OF MINUTES**

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE THE MINUTES OF MEETING ON MARCH 8, 2022 WITH THE CORRECTIONS BEING MADE. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER LAMAR DAUGHERTY TO APPROVE THE MINUTES OF SPECIAL MEETING ON MARCH 22, 2022. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

**AWARDS AND PRESENTATION**

NONE



MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, AND STATUS (INCLUDING BUDGET APPROVED RAISES).

# Coosa County Sheriff's Office

Michael Howell, Sheriff

296 School Street • P.O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922 • Fax 256-377-1244

Jail Fax 256-377-2690

Email: [office@coosaso.com](mailto:office@coosaso.com) \* Website: [www.coosacountyso.org](http://www.coosacountyso.org)



# MEMO

To: Coosa County Commission  
From: Coosa County Sheriff's Office  
Date: February 23, 2022  
Re: Becky Joan Dansby – New Hire – Litter Abatement/Transport Officer

**MESSAGE:**

Effective February 23, 2022, the Coosa County Sheriff's Office will employ Becky J. Dansby as Litter Abatement Transport Officer. Her rate of pay will be \$11.00 per hour. On completion of her six (6) month probationary period, her rate of pay will be addressed at that time.

This memorandum for the record will remain in effect until further notice.

  
\_\_\_\_\_  
Michael Howell, Sheriff

2/23/2022  
Date



# Coosa County Sheriff's Office



Michael Howell, Sheriff

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Rockford, Alabama 35136

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# MEMO

To: Coosa County Commission

From: Coosa County Sheriff's Office

Date: March 8, 2022

Re: Becky Jean Dansby -- Transfer of Duty -- Correctional Officer/Dispatcher

Time: 8:50 am

**MESSAGE:**

Effective today, March 8, 2022, is employed by the Coosa County Sheriff's Office as a Correctional Officer/Dispatcher. Her rate of pay will be \$13.16 per hour. On completion of her six (6) month probationary period, she will receive a 3% increase in pay.

This memorandum for the record will remain in effect until further notice.

  
Michael Howell, Sheriff



03/08/2022  
Date



# Coosa County Sheriff's Office



Michael Howell, Sheriff

296 School Street • P. O. Box 279

Rockford, Alabama 35136

Office: 256-377-4922 • Fax 256-377-1244

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# MEMO

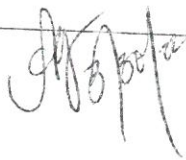
To: Coosa County Commission  
From: Coosa County Sheriff's Office  
Date: March 23, 2022  
RE: Julius Charles Shaw – New Hire-Courthouse Security Officer  
Time: 3:00 p.m.

**Message:**

The Coosa County Sheriff's Office has employed Julius C. Shaw as a Courthouse Security Officer, effective April 4, 2022. Shaw will work 29 hours per week and his rate of pay will be \$12.93 per hour. On completion of his six (6) month probationary period, he will not receive an increase in pay.

This memorandum for record will remain in effect until further notice.

  
Sheriff Michael Howell



03/29/2022  
Date

# 2022 COUNTY LEGISLATIVE REPORT



Through its involvement in the Association of County Commissions of Alabama, the County Commission works in unison with all 67 counties during the Regular Session of the Alabama Legislature to strengthen our ability to enhance county government efficiencies and services to residents:

Thus far in the month of March, the County Commission's legislative advocacy efforts through continued communication and collaboration with state legislators and fellow commissioners across Alabama have resulted in the following legislative achievements for the county, our residents and the state as a whole:

- **Granting a public vote on constitutional amendment to expand local broadband services in underserved areas**  
The Senate granted final passage to House Bill 255 by Rep. Randali Shedd and Sen. Clay Scofield on March 10 and sent the proposed constitutional amendment to the Secretary of State for placement on the November 8 general election ballot. If approved by Alabama voters, this proposed amendment to the Alabama Constitution will grant counties and municipalities across the state the authority to financially partner with internet service providers to expand residents' access to broadband.
- **Final passage of bill providing county EMA offices with better access to federal funding**  
The Senate granted final passage to House Bill 3 by Rep. Allen Treadaway and Sen. Shay Shelnett on March 15 and has sent the bill to Gov. Kay Ivey for her consideration and signature. If signed into law, the legislation will allow our emergency management professionals to be statutorily recognized for the public safety services they perform every day and subsequently provide our emergency management departments with better access to federal funding opportunities.
- **Final passage of bill helping address national mental health crisis in county jails**  
The Senate granted final passage to House Bill 70 by Rep. Rex Reynolds and Sen. Rodger Smitherman on March 17 and has sent the bill to Gov. Kay Ivey for her consideration and signature. If signed into law, the legislation will be a positive step toward addressing the growing number of individuals across the nation who are suffering from mental illness and incarcerated in a county jail. Specifically, the bill will allow our local law enforcement to partner with our local community mental health officer to connect individuals who pose a real and immediate threat to themselves and others with much-needed medical evaluation and possible treatment.
- **Final passage of bill expanding access to county tax lien auctions**  
The Senate granted final passage to House Bill 371 by Rep. Corley Ellis and Sen. Jack Williams on March 17 and has sent the bill to Gov. Kay Ivey for her consideration and signature. If signed into law, the legislation will expand access to and participation in county tax lien auctions by allowing for these auctions to be conducted online. Expanded access and participation, in turn, will allow for more competitive auction rates and less financial tax burdens for residents.





DISCUSS UPDATES ON FLAGG MOUNTAIN PROJECTS AND UPCOMING EVENTS BY RICK OATES AND JOHN GOFF WITH THE ALABAMA FORESTRY COMMISSION.

MOTIONED BY COMMISSIONER RANDALL DUNHAM THE APPROVAL TO RE-APPOINT MS. MARY BENNETT TO THE ALTAPOINTE HEALTH BOARD OF DIRECTORS. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

RESOLUTION

BE IT RESOLVED BY THE COOSA COUNTY COMMISSION OF COOSA COUNTY, ALABAMA that the Coosa County Commission concurs with the re-appointment of Mary Bennett to the AltaPointe Health Board of Directors, effective April 1, 2022, for a term ending April 1, 2028.

Adopted:



County Commission Clerk



*Your well being is our priority.*

March 15, 2022

Randall Dunham  
Chairman  
Coosa County Commission  
P. O. Box 10  
Rockford, AL 35136

Re: Re-appointment to the Board of AltaPointe Health

Dear Chairman Dunham,

The AltaPointe Board of Directors is requesting consideration be given to the re-appointment of the term by the Coosa County Commission of Ms. Mary Bennett to the AltaPointe Board of Directors. Should the Commission be in agreement with this recommendation, we enclose a sample resolution for adoption and respectfully request that Ms. Bennett be re-appointed with the term dates as listed.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Tuerk Schlesinger", written over a faint circular stamp.

J. Tuerk Schlesinger  
Chief Executive Officer

JTS/jnf  
Enclosure

MOTIONED BY COMMISSIONER RANDALL DUNHAM TO APPOINT AMY GILLILAND TO THE IAC OPERATIONS COUNCIL. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

3831

MOTIONED BY COMMISSIONER RONNIE JOINER THE APPROVAL TO REMOVE THE FOLLOWING ITEMS FROM INVENTORY TO BE DISPOSED OF: DECAL NUMBERS 1080, 261, 260, 274,267, 00348. ITEM NUMBER 262 TO BE PUT ON GOVDEALS. SECONDED BY COMMISSIONER BERTHA K. MCELRATH. UNANIMOUSLY APPROVED

INVENTORY FORM

DEPARTMENT

SHERIFF: \_\_\_\_\_

JAIL: \_\_\_\_\_ x \_\_\_\_\_

DATE: March 14, 2022

SUBMITTED BY: Shelia Thomas

ADD: \_\_\_\_\_

REMOVE: \_\_\_\_\_ X \_\_\_\_\_

PROPERTY DESCRIPTION: REMOVE FROM INVENTORY THE LISTED ITEMS

HP Desktop

PURCHASE AMOUNT: \_\_\_\_\_

PURCHASED FROM: \_\_\_\_\_

SERIAL#: \_\_\_\_\_

MODEL#: \_\_\_\_\_

FUND: \_\_\_\_\_

IF BEING DECLARD SURPLUS:

ASSET#: 700530

DECAL#: 1080

REASON FOR DECLARATION: Item was in booking and stopped working.

\_\_\_\_\_

INVENTORY FORM

DEPARTMENT

SHERIFF: \_\_\_\_\_

JAIL:         x        

DATE:   March 14, 2022  

SUBMITTED BY:   Shelia Thomas  

ADD: \_\_\_\_\_

REMOVE:                                 x                                

PROPERTY DESCRIPTION:   REMOVE FROM INVENTORY THE LISTED ITEMS  

  Deep Fryer - #261, Dishwasher - 260, Disposal -274, Wolf Range - 262 (hood still in Kitchen)  

  Duke Hot Food Table - 267  

PURCHASE AMOUNT: \_\_\_\_\_

PURCHASED FROM: \_\_\_\_\_

SERIAL#: \_\_\_\_\_

MODEL#: \_\_\_\_\_

FUND: \_\_\_\_\_

IF BEING DECLARD SURPLUS:

Asset#	Decal #
Fryer-400292	261
Dishwasher - ?	260
Disposal -400287	274
Range-400293	262 - <i>Gov. Decls</i>
Hot Food Table- 400299	267

ASSET#: \_\_\_\_\_

DECAL#: \_\_\_\_\_

REASON FOR DECLARATION:   Replace old appliicance with new ones.  

\_\_\_\_\_



INVENTORY FORM

DEPARTMENT

SHERIFF:  X

JAIL: \_\_\_\_\_

DATE:  April 8, 2022

SUBMITTED BY:  Shelia Thomas

ADD: \_\_\_\_\_

REMOVE:  X

PROPERTY DESCRIPTION:  Computer Monitor

PURCHASE AMOUNT:  Unknown

PURCHASED FROM:  Unknown

SERIAL#: \_\_\_\_\_

MODEL#: \_\_\_\_\_

FUND: \_\_\_\_\_

IF BEING DECLARD SURPLUS:

ASSET#: \_\_\_\_\_

DECAL#:  00348

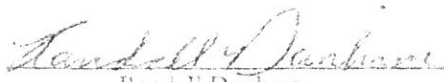
REASON FOR DECLARATION:  Won't work/screen dark

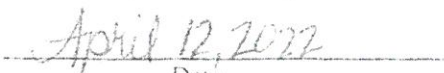
\_\_\_\_\_

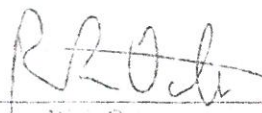
MEMORANDUM OF AGREEMENT BETWEEN  
COOSA COUNTY COMMISSION (ROCKFORD, AL) AND  
ALABAMA FORESTRY COMMISSION (MONTGOMERY, AL)

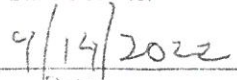
WITNESSETH: To assist the Alabama Forestry Commission (AFC) with the ongoing project at Flagg Mountain.

1. This agreement between the AFC and the Coosa County Commission (CCC) establishes that the CCC is the provider to the AFC for gravel used on Flagg Mountain.
2. The CCC will provide, upon request by the AFC, crusher run gravel and #57 stone at rates not exceeding \$43/ton delivered.
3. In no event shall the total amount paid to the CCC pursuant to this agreement exceed \$15,000.
4. All amounts owed to the CCC by the AFC under this agreement will be paid upon invoice by the CCC.
5. To the extent allowed by law, both the AFC and the CCC agree to hold one another harmless from any and all claims of liability originating from conduct of their respective employees and agents related to the performance of the work called for by this agreement.
6. Both the AFC and the CCC agree to comply with all federal, state and local laws, regulations, ordinances, and policies applicable to any work performed under this agreement.
7. Both the AFC and the CCC agree that this agreement may not be amended or otherwise modified nor may it be assigned or otherwise transferred without the express written consent of the other party.
8. This agreement is contingent upon the availability of funds.
9. This agreement shall become effective May 1, 2022, and it will terminate on May 1, 2023.
10. This agreement may be canceled by either party upon thirty (30) days written notice to the other party.
11. The parties agree that this Memorandum of Agreement will be considered, signed, and executed whenever the signature of a party is delivered by scanned image as a PDF attachment to electronic mail (e-mail). Such scanned signature will be treated in all respects as having the same effect as an original signature.

  
Randall Dunham  
Chairman of Coosa County Commission

  
Date

  
Rick Oates  
State Forester

  
Date

### ALABAMA COUNCIL OF EMERGENCY MEDICAL SERVICES, INC. RURAL PROVIDER EQUIPMENT GRANT AWARD CONTRACT

The undersigned Grantor and Grantee agree to be bound by the terms and conditions of this Grant Award Contract (the "Agreement") in connection with the award of funds to purchase the emergency medical vehicles and/or equipment ("Property") specified herein.

- 1. *Award:* \$170,625.00
- 2. *Grantee's Matching Contribution:* \$ 56,875.00
- 3. *Total Cost of Vehicles/Equipment:* \$227,500.00
- 4. *Date of Matching Contribution Delivery by Grantee to Grantor to Enable Purchase of Property:*
  - Upon execution hereof;
  - \_\_\_\_\_
  - At purchase closing; or
  - Other: \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_

5. *Purpose of Awards:*

By Act of the Legislature of the State of Alabama (the "Act"), the Alabama Office of Emergency Medical Services ("OEMS") shall receive funding for licensed emergency medical services providers operating in rural counties to receive as matching grant funds to be used exclusively for the purchase of ambulances, rapid-response vehicles, cardiac monitors or other durable medical equipment, to be used in emergency vehicles serving predominately in rural areas. The OEMS, has authorized Grantor, as its granting agent, to award and administer the Award under the Act.

6. *Vehicle(s) to be Purchased:*

Make: FORD  
Model: 2021 E-350 CAB CHASSIS-TYPE III  
VIN: \_\_\_\_\_  
Cost: \_\_\_\_\_

7. *Equipment to be Purchased:*

<u>Equipment Description</u>	<u>Quantity</u>	<u>Cost/Unit</u>
(Stryker Power Load Cot and System, Monitor/Defibrillator -Lifepack 15, EMS Jump Bag to Grantee		

Specifications)

8. *Exclusive Service Area for Property Use:*

[Coosa County, Alabama]

9. *Covenants and Warrants of Grantee:*

Grantee covenants and warrants to:

- a. use the vehicle/equipment purchased primarily within the designated Service Area;
- b. maintain adequate casualty and liability insurance on the Property at all times;
- c. maintain the Property in good working order for so long as the Property remains in service by the Grantee;
- d. retain the Property for its own use and not to convey, lease, loan or otherwise alienate the Property during its useful life without the express written approval of Grantor;
- e. immediately, and without any further consideration, convey title to and possession of the Property to Grantor in the event Grantee shall cease operation as an emergency services provider, or upon demand by Grantor in the event Grantee shall be in default of any covenant herein;
- f. provide an annual report to Grantor by October 1 each year after the award of any Grant detailing how funds awarded were used by Grantee including, but not limited to, a listing of specific Property purchased by the Grantee and an explanation of how the Property was used in the designated Service Area to serve the public; and
- g. respond timely to inquiries and requests of the Council concerning the operation of the Grantee and use of Property purchased with Grant funds.

10. *Consideration for Agreement:*

Grantee acknowledges that receipt of the Award is consideration for its entering this Agreement.

11. *Governing Law/Venue:*

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama and venue for adjudication of any disputes arising hereunder shall be in in the courts of Montgomery County, Alabama.



12. *Non-Assignment:*

The rights, duties, privileges, and responsibilities hereunder shall not be assigned by Grantee without the express written authorization of the Grantor or OEMS.

13. *Amendment:*

This Agreement may be amended only by a writing executed by the parties hereto.

14. *Not a Debt of the State of Alabama:*

Nothing herein shall be construed as creating a debt of the State of Alabama, and any Award of funds to Grantee may be cancelled at any time prior to its award and the complete execution hereof.

By executing below, the parties intend to be bound hereby.

**Grantor:**

**Grantee:**

**Alabama Council of Emergency Medical Services, Inc.**

**Coosa County Commission**

By: \_\_\_\_\_  
John E. Blue II  
Its President

By: Randall Dunham  
Randall Dunham  
Its: Chairman

Date: \_\_\_\_\_, 2022

Date: April 12, \_\_\_\_\_, 2022

MOTIONED BY COMMISSIONER RONNIE JOINER THE APPROVAL TO OPEN UP BIDS FOR AMBULANCE ON 4<sup>TH</sup> TUESDAY MEETING IN MAY 2022. SECONDED BY COMMISSIONER LAMAR DAUGHERTY. COMMISSIONER UNZELL KELLEY ABSTAINED. MOTION APPROVED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE INTERAGENCY AGREEMENT BETWEEN THE ALABAMA DEPARTMENT OF HUMAN RESOURCES AND THE COOSA COUNTY COMMISSION. SECONDED BY COMMISSIONER UNZELL KELLEY. UNANIMOUSLY APPROVED

**INTERAGENCY AGREEMENT  
BETWEEN  
THE ALABAMA DEPARTMENT OF HUMAN RESOURCES  
AND THE COOSA COUNTY COMMISSION**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is hereby entered into by and between the State of Alabama Department of Human Resources (hereinafter referred to as the "Department") and the Coosa County Commission (hereinafter referred to as the "County"). This Agreement is intended to provide for reimbursement to the County by the Department for certain costs and other expenses related to the re-roofing of the existing roof of the Coosa County DHR facilities (hereinafter referred to as the "Project") in the County of Coosa Alabama.

WHEREAS, the Department is a duly authorized governmental entity operating under the laws of the State of Alabama;

WHEREAS, the Department and the County desire to enter into this Interagency Agreement between the Alabama Department of Human Resources and the Coosa County Commission;

WHEREAS, the Department and the County have agreed to the terms and considerations described herein and both shall perform designated actions hereon described, and to thereafter perform in consideration thereof, the provisions of this Agreement;

WHEREAS, funds are available to provide such services as set out in this Agreement;

NOW, THEREFORE BE IT RESOLVED in consideration of the above premises and consideration of mutual covenants and agreements contained herein, the Department and the County do hereby agree as follows:

1. This Agreement shall become effective on April 1, 2022, and shall remain in effect until November 30, 2022, or until the date of the completion of the Project, whichever date is later. This Agreement may be mutually renewed or extended by letter, or other written instrument, duly executed by the parties hereto.

2. The County and the Department hereby agree that the scope of services for the Project includes re-roofing the existing steep sloped roof areas with a new shingle roof system including underlayment, various sheet metal flashings, and miscellaneous components sufficient to guarantee a watertight roof system as required by the Project specifications. **Subject to prior approval from the Department**, the scope of services for the Project may include re-roofing the existing steep sloped roof areas with a new metal roof system including underlayment, various sheet metal flashings, and miscellaneous components sufficient to guarantee a watertight roof system as required by the Project specifications

3. The specifications for the Project shall be agreed upon in writing by the County and the Department prior to either a bid package or a public works project (to be determined at the discretion of the County) for the Project being released. The bid package or public works project for the Project shall include the following: (i) a base bid consisting of 40-year dimensional/architectural shingles, and (ii) an alternate base bid consisting of 25-year 3-tab shingles, (iii) and alternative bid consisting of a metal roof, and (iv) square footage allowances as an estimate for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking. The Department shall have final approval



4. The County shall be responsible for funding and paying the awarded bidder of the Project and consultant, if necessary, as required by the payment schedule as provided in the bid for the Project.
5. The County and the Department agree that the exact costs of the Project cannot currently be determined, since certain items of the Project (i.e., miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking) cannot be accurately determined until work on the Project begins. Therefore, the base bid for the Project shall include certain square footage allowances as an estimate for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking; it is understood that the actual costs for miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking, may exceed the allowances contained in the base bid.
6. The County shall notify the Department if the actual costs of the Project are anticipated to exceed the bid price previously approved by the Department. Any such costs of the Project in excess of the base bid price (which has been previously approved by the Department), shall require approval by the Department in writing prior to their expenditure.
7. Upon completion of the Project, the County shall submit to the Department, and, where required, to Coosa County Department of Human Resources, duplicate originals of a certified invoices and copies of all required supporting documentation. Said invoices shall indicate the actual expenses incurred and paid by the County for the Project and shall include such other information as reasonably required by the Department.
8. Provided that the provisions of paragraph 7, above, have been met, the Department agrees to reimburse to the County for seventy-two percent (72%) of the sum of the following: (i) the amount of the base bid, (ii) any costs of the miscellaneous work, replacement of existing deteriorated wood decking and replacement of existing deteriorated wood blocking, above the allowance stated in the base bid, which have been previously approved by the Department in writing, and (iii) the amount of the consultant for the Project, up to a total of One-Hundred Ten Thousand and 00 Dollars (\$110,000.00) for the total cost of the Project (the Department's share of such total cost of the Project, up to a total of Seventy-Nine Thousand Two Hundred and 00 Dollars (\$79,200)).
9. Upon receipt of said certified invoices and copies of all required supporting documents, the Department shall issue payment to the County for the invoiced amount (which shall not exceed seventy-two percent (72%) of the total cost of the Project, pursuant to paragraph 8, above), within thirty (30) days of its receipt by the Department, such amount not to exceed the Department approved costs for the Project.
10. The County agrees to grant the Department an additional option to renew the Lease Agreement between the Coosa County Commission and State of Alabama Department of Human Resources, (the "Lease Agreement"), for two (2) additional five-year periods, the first such five-year period beginning October 1, 2025, at the rental rate of one dollar (\$1.00) per square foot for each twelve month period, by giving the County a written notice of its intention to renew the Lease Agreement not later than the first day of the additional option term, or by the Department continuing in occupancy of the Demised Premises (as that term is defined in the Lease Agreement) on the first day of the additional option period.
11. The Department shall have the right to withhold payment or reimbursement to satisfy any reasonable financial chargeback made in the reasonable discretion by the Department.
12. Should the Project ultimately fail to be built, the Department, upon receipt of request for reimbursement, including appropriate supporting vendor invoices and proof of payment of such invoices by

the County, will issue payment to the County for the amount of the Department approved costs for the Project incurred and paid by the County.

13. The County agrees that any contract into which it enters for the performance of the Project shall contain specific language stating that there shall be no discrimination against any applicant for, or recipient of, aid, benefits, or services, or any employee or any other persons on the basis of race, color, religion, sex, age (as specified by the Age Discrimination Act of 1975), or national origin, including but not limited to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended; and any applicable Department of Health and Human Services Regulations.

14. The County further agrees that any contract into which it enters for the performance of the Project shall contain specific language stating that there shall be no discrimination against any otherwise handicapped applicant for, or recipient of, aid, benefits, or services or any employee or any other persons on the basis of physical or mental handicap, in accordance with the Rehabilitation Act of 1973, as amended; The Americans with Disabilities Act; and any applicable Department of Health and Human Services Regulations.

15. It is agreed that the terms and commitments contained in this Agreement shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Amended Agreement shall be deemed null and void. The 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.

16. 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 that conflicting provision in the Agreement shall be deemed null and void.

17. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar. This right of the AGENCY to the use of alternative methods to attempt to resolve a dispute is not a waiver of the AGENCY's right to assert sovereign immunity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed by their officials thereunto duly authorized.

**FOR THE DEPARTMENT:**

\_\_\_\_\_  
Nancy T. Buckner, Commissioner  
Alabama Department of Human Resources

\_\_\_\_\_  
Witness:

**FOR THE COOSA COUNTY COMMISSION:**

*Randall Dunham*  
Chairman *Randall Dunham*  
Coosa County Commission

*Amy R. Hilliard*  
Witness:

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE STANDING RESOLUTION FOR EMERGENCY CLOSING OF THE COURTHOUSE. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

STATE OF ALABAMA )

COUNTY OF COOSA )

STANDING RESOLUTION  
EMERGENCY CLOSINGS

WHEREAS, Section 11-1-8, states, "The county commission of any county in the State of Alabama may by resolution close the offices in the county courthouse or other county buildings ... for special circumstances deemed necessary or appropriate"; and,

WHEREAS, Section 31-9-10 states, "The governing body of each political subdivision shall have the power and authority to close, notwithstanding Section 11-1-8, any and all public buildings owned or leased by and under the control of the political subdivision where emergency conditions warrant, whether or not a local state of emergency has been declared by the governing body of the political subdivision."

WHEREAS, the Alabama Rules of Judicial Administration 5 (c) gives the authority to close court offices to the Circuit Clerk unless court is in session. If court is in session, the Presiding Circuit Judge must approve the decision. As the Judicial Article of the Alabama Constitution establishes that court is always in session, the Presiding Circuit Judge will always be the final word as when court offices will be closed. No court official has the authority to close any non-judicial office; and,

WHEREAS, from time-to-time, weather conditions require that the County Courthouse and various satellite offices be closed for non-essential services and meetings be cancelled; and,

WHEREAS, it may be necessary to close the County Courthouse complex and various satellite offices when the health and safety of citizens and employees are in imminent danger and to cancel any meetings at those facilities; and,

WHEREAS, the Coosa County Commission desires for the County Administrator, in consultation with the Chairman of the County Commission, to coordinate with the Presiding Circuit Court Judge of the 40th Judicial Circuit, the closing of the County Courthouse Complex and Probate and Revenue Commission satellite offices when situations are deemed necessary.

NOW, THEREFORE BE IT RESOLVED, by this Resolution that the Coosa County Commission authorizes the County Administrator, in consultation with the Chairman of the County Commission and the Presiding Circuit Judge of the 40th Judicial Circuit, to determine when the Coosa County Courthouse Complex and the Probate and Revenue Commission satellite offices, and other county offices, should be closed and meetings cancelled.

Adopted this 12<sup>th</sup> day of April, 2022.

ATTEST:

COOSA COUNTY COMMISSION

Amy Gilliland  
AMY GILLILLAND,  
Administrator

by: Randall Dunham  
RANDALL DUNHAM,  
Chairman

**OLD BUSINESS**

MOTIONED BY COMMISSIONER UNZELL KELLEY TO TABLE THE DIGITAL EQUIPMENT FOR THE SHERIFF'S OFFICE AND DEPUTIES. SECONDED BY COMMISSIONER RANDALL DUNHAM. UNANIMOUSLY APPROVED

**MOTION TO ADJOURN**

MOTIONED BY COMMISSIONER LAMAR DAUGHERTY TO ADJOURN. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 26<sup>TH</sup> DAY OF APRIL, 2022.

\_\_\_\_\_  
CHAIRMAN RANDALL DUNHAM

\_\_\_\_\_  
UNZELL KELLEY

\_\_\_\_\_  
VICE-CHAIR BERTHA K. MCELRATH

\_\_\_\_\_  
LAMAR DAUGHERTY

\_\_\_\_\_  
RONNIE JOINER