AGENDA
COOSA COUNTY COMMISSION
July 9, 2024
9:00 a.m. Commission Meeting
Commission Courtroom

WELCOME

PUBLIC COMMENTS: **Pete Rodgers**
ELECTED OFFICIAL COMMENT:
CALL TO ORDER
COMMISSION ROLL CALL
INVOCATION, PLEDGE OF ALLEGIANCE
APPROVE AGENDA
APPROVAL OF MINUTES AND WAIVER OF READING 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) Elect and Approve the 2024-25 ACCA Legislative Committee Nominee--Chairman Bertha McElrath
(2) Approval for the Chairman to sign the Kroger Allocation Agreement for the Opioid settlement—Chairman Bertha McElrath
(3) Approval for the Chairman to sign the Subdivision Participation and Release Form for the Opioid settlement—Chairman Bertha McElrath
(4) Discuss 2025 Division D Hazard Mitigation Plan—Les Sellers, EMA Assisitant
(5) Approval to appoint Amy Gilliland to the Lake Martin Area Industrial Development Authority—Les Sellers, EMA Assistant
(6) Approval for Chairman to sign the Funding Agreement for the City of Goodwater to receive \$5000.00 in ARPA funds for a community marquee—Chairman Bertha McElrath
(7) Approval for Chairman to sign the Funding Agreement for the City of Rockford to receive \$5000.00 in ARPA funds for a community marquee—Chairman Bertha McElrath
(8) Approval for the Chairman to sign the Resolution for \$10,000.00 of ARPA funds to be allocated to the cities of Goodwater and Rockford each receiving \$5000.00 for a community marquee to be used for community engagement and messaging as a public service to citizens—Chairman Bertha McElrath

OLD BUSINESS

(1) Plans for the Extension building beside the Courthouse—Commissioner Forbus

STAFF REPORTS

Administrator

Attorney

EMA

EMS

Courthouse Maintenance

Engineer

Safety Coordinator

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES

COOSA COUNTY COMMISSION

JULY 09, 2024

9:00 A.M.

CALL TO ORDER

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE JULY 09, 2024, WITH CHAIR BERTHA K. MCELRATH PRESIDING.

COMMISSION ROLL CALL

COMMISSION ROLL CALL: HERE –CHAIR-BERTHA K. MCELRATH, VICE-CHAIRMAN LAMAR DAUGHERTY, COMMISSIONER BRANDON DAVIS, COMMISSIONER JOHN FORBUS, AND COMMISSIONER RONNIE JOINER.

INVOCATION AND PLEDGE OF ALLEGIANCE

INVOCATION WAS GIVEN BY COMMISSIONER BRANDON DAVIS. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

APPROVE AGENDA

MOTIONED TO APPROVE ADGENDA BY VICE-CHAIR LAMAR DAUGHERTY. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

APPROVAL OF MINUTES AND WAIVER OF READING MINUTES

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE MINUTES AND WAIVER OF READING MINUTES. SECONDED BY COMMISSIONER RONNIE JOINER.
UNANIMOUSLY APPROVED

4104

CONSENT AGENDA

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE CONSENT AGENDA, FOR CHAIR BERTHA K. MCELRATH AND ADMINISTRATOR AMY GILLILAND TO AUTHORIZE, TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL.

AND TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, STATUS (INCLUDING BUDGET APPROVED RAISES). SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

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 * Website: www.coosacountyso.org

MEMO

To: Coosa County Commission
From: Michael Howell, Sheriff
Date: June 10, 2024
Re: Zachery Hunter Totten – Terminated
Time: 9:52 a.m.

Message:

On June 7, 2024, Zachery H. Totten came to the Sheriff's Office and stated he quit without a written resignation letter. Attached is his termination report and our policy stating when an employee separates from this Office. Totten failed to comply with our policy therefore, he is not eligible to receive any remaining vacation leave hours. He returned all uniforms to this Office, and he can receive his final check.

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

Michael Howell [signature] 06/10/2024

Michael Howell, Sheriff 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
Jail fax 256-377-2690
Email: office@coosaso.com * Website: www.coosacountyso.org

Memo

To: Coosa County Commission
From: Coosa County Sheriff's Office
Date: June 24, 2024
Re: - Daniel James Hyland - Correctional Officer/Dispatcher
Time: 8:24 a.m.

Message: New Hire

Daniel J. Hyland is hired as a Correctional Officer/Dispatcher. His date of hire is today, June 24, 2024. His rate of pay will be $15.02 per hour. He will receive a pay increase after his six (6) month probationary period.

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

Michael Howell, Sheriff

06/24/2024
Date

RECEIVED
COOSA COMMISSION

JUN 24 REC'D

PO BOX 10

4105

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 * Website: www.coosacountyso.org

MEMO

To: Coosa County Commission
From: Sheriff Michael Howell
Date: June 25, 2024
RE: Investigator Travis Ward – Pay

Dear Commissioners:

As of June 8, 2024, Sgt. Ward has completed his six-month probation, and his rate of pay should be $18.55 per hour. He should receive the new rate of pay starting on June 8th.

Sincerely,

Michael Howell
Sheriff

RECEIVED
COOSA COMMISSION
JUL - 3 REC'D
PO BOX 10

"FOR OFFICIAL USE ONLY"

4106

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 * Website: www.coosacountyso.org

MEMO

RECEIVED
COOSA COMMISSION

JUN 26 REC'D

PO BOX 10

To: Coosa County Commission
From: Michael Howell, Sheriff
Date: June 25, 2024
RE: Brent Mason Overton – Resignation
Time: 10:25 a.m.

MESSAGE:

On July 9, 2024, Deputy Brent M. Overton will resign as a Deputy with the Coosa County Sheriff's Office. Attached is Overton's letter of resignation. Overton is requesting his remaining vacation and comp hours. This office will notify you when all the property belonging to the Sheriff's Office is returned. Mail his final check/check stub to the address listed on file.

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

Michael Howell, Sheriff

06/25/2024
Date

"FOR OFFICIAL USE ONLY"

4106

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 * Website: www.coosacountyso.org

MEMO

To: Coosa County Commission
From: Michael Howell, Sheriff
Date: July 3, 2024
Re: Jessica Lindsey Lemaster – Rehire
Time 1:23 p.m.

Message:

Jessica L. Lemaster has been rehired as a Correctional Officer/Dispatcher. Her start date will be Tuesday, July 8, 2024. Her rate of pay will be $15.27 per hour. On completion of her six (6) month probationary period, she ***will not*** receive an increase in pay.

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

Michael Howell, Sheriff — Date: 07/02/2024

RECEIVED
COOSA COMMISSION
JUL - 3 REC'D
PO BOX 10

"FOR OFFICE USE ONLY"

NEW BUSINESS

ELECTED VICE-CHAIR LAMAR DAUGHERY TO THE 2024-25 ACCA LEGISLATIVE COMMITTEE. BY UNANIMOUS VOTE

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On July 9, 2024 (date), by majority vote of the Coosa (county) County Commission, Judge / Chairman / Commissioner (circle one) Lamar Daugherty (name) was appointed to serve on the 2024-2025 ACCA Legislative Committee.

Signature Amy L. Gilliland
County Administrator

Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax (334-263-7678) before the August 1, 2024 deadline.

4107

MOTIONED BY COMMISSIONER JOHN FORBUS TO SIGN THE KROGER ALLOCATION AGREEMENT FOR THE OPIOID SETTLEMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

KROGER ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached an agreement with Kroger to resolve the State's claims against Kroger and its related entities. That agreement is dependent on participation by certain subdivisions, county health departments and/or boards of health, and public hospitals. Accordingly, the State of Alabama, its Political Subdivisions, and its Governmental Public Health Entities, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and Kroger and the allocation and use of the proceeds to be paid pursuant to that settlement.

A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.

2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by the Kroger settlement agreement.

3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by the Kroger settlement agreement, or that are otherwise included in the definition of "Special District," "Health District," "Hospital District," or "Subdivision" within the Kroger settlement agreement.

4. "Local Government Executive Committee" shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of the Political Subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.

5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.

6. "Kroger" shall mean The Kroger Co. and any other entity qualifying as a "released entity" under Section I, Paragraph MMM of the settlement agreement, including those entities identified in Exhibit J to the agreement.

7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's settlement agreement with Kroger.

8. The "Subdivision and Governmental Public Health Entity Share" shall mean the allocation percentage earmarked for the Political Subdivisions and Governmental Public Health Entities as set forth in Section B.1.

9. The "Receiver" shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.

B. Allocation of Settlement Proceeds

1. The State, Political Subdivisions, and Governmental Public Health Entities s shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Governmental Public Health Entities, and 50% going to the State.

2. Kroger will make payment of the Subdivision and Governmental Public Health Entity Share directly to the Receiver appointed to distribute the Subdivision and Governmental Public Health Entity Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein that are eligible to receive an award payment. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the List of Opioid Remediation Uses set out in Exhibit E to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

C. Payment of Counsel and Litigation Expenses

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") will be created. Administration of the Deficiency Fund shall be the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced herein. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of September 7, 2023.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a

settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity. 4109

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

D. Conflicts With Other Agreements

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

E. Jurisdiction

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

KROGER
ALLOCATION AGREEMENT SIGN-ON

The undersigned, as a duly appointed representative of the County/City of Coosa, has read the attached Kroger Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 9 day of July, 2024.

Bertha L McElrath
Title

City/County of Coosa

4109 MOTIONED BY COMMISSIONER RONNIE JOINER FOR THE CHAIRMAN TO SIGN THE SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE OPIOID SETTLEMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUS APPROVED

Subdivision Participation and Release Form

Governmental Entity: Coosa County Commission	State: AL
Authorized Official: Bertha K. McElrath, Chair	
Address 1: P.O. Box 10	
Address 2:	
City, State, Zip: Rockford, AL 35136	
Phone: 256-377-1350	
Email: amy.gilliland@coosacountyal.com	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 ("*Kroger Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at *https://nationalopioidsettlement.com/*.

3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.

10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release

4110

Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Bertha K McElrath

Name: Bertha K. McElrath

Title: Chairman

Date: July 9, 2024

DISCUSS 2025 DIVISION D HAZARD MITIGATION PLAN- LES SELLERS, EMA ASSISTANT

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPOINT ADMINISTRATOR AMY GILLILAND TO THE LAKE MARTIN AREA INDUSTRIAL DEVELOPMENT AUTHORITY. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS FOR CHAIR BERTHA MCELRATH TO SIGN THE FUNDING AGREEMENT FOR THE CITY OF GOODWATER TO RECEIVE $5000.00 IN ARPA FUNDS FOR A COMMUNITY MARQUEE. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED 4111

Project No.: 01037-061-240520-0038

ALN: 21.027
County FAIN No.: SLFRP5492

COOSA COUNTY – CITY OF GOODWATER, ALABAMA
FUNDING AGREEMENT COVER SHEET

Entity Name City of Goodwater, Alabama	**Unique Entity Identifier**	**Project Number for This Agreement** 01037-061-240520-0038
Entity Address 22132 Alabama Highway 9 Goodwater, Alabama 35072	**Entity Point of Contact** Sharonna Hayes Director	**Point of Contact Email Address** SharonnaH35@gmail.com

Federal Funds Provided to the Entity $5,000.00	**County Point of Contact** Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136
Project Description: This project will involve a funding agreement with a local municipality to provide a marquee sign for the city-owned community center to provide community engagement and messaging as a public service to citizens in the County.	**Expenditure Category (EC)** 6.1

Federal Awarding Agency: DEPARTMENT OF THE TREASURY	**Assistance Listing CFDA Number and Name** 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	**County Federal Award Identification Number (FAIN)** SLFRP5492

Project No.: 01037-061-240520-0038

ALN: 21.027
County FAIN No.: SLFRP5492

**FUNDING AGREEMENT
BETWEEN
COOSA COUNTY, ALABAMA
AND
CITY OF GOODWATER, ALABAMA**

**Award of Public Funds to Support Community Engagement Utilizing
American Rescue Plan Act Revenue Replacement Funding**

THIS AGREEMENT (herein called the "Agreement") entered as of the date signed by both parties below, by and between Coosa County, Alabama (herein called the "County") and the City of Goodwater, Alabama (herein called the "RECIPIENT").

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, have been duly designated as revenue replacement funds ("revenue replacement funds"); and

WHEREAS, these public funds may be used for the purpose of providing government services, including investments community engagement programs to promote healthier lifestyles for its citizens; and

WHEREAS, consistent with Alabama Code (1975) §11-1-10, the County may provide funds to a state agency to support any beneficial development in the public's interest; and

WHEREAS, the RECIPIENT currently operates a publicly-owned community center in which various community activities occur including, but not limited to, educational programming through the Auburn Extension Office and meetings to support local veterans and other non-profit organizations; and

WHEREAS, in order to ensure County citizens are provided with accurate information in the community, for example, upcoming election reminders, or meetings and services offered at the community center, the RECIPIENT wishes to erect a marquee at the publicly-owned community center ("Project"); and

WHEREAS, the Coosa County Commission ("Commission") has determined that the Project is a necessary, eligible, and reasonable use of these funds; and

WHEREAS, the County wishes to provide funding to support this improvement to the RECIPIENT's community center.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Purpose of the Funding Agreement

The purpose of this Agreement is to provide for the installation of a marquee at the RECIPIENT's community center to foster community engagement and notice of upcoming events.

B. RECIPIENT Responsibilities

1. RECIPIENT shall have a marquee installed on its community center located at 166 Harris Street, Goodwater, Alabama 35072 in accordance with the standards as set forth by its own policies for the duration of this Agreement.

2. RECIPIENT shall use any equipment purchased using these funds for the purpose of meeting and promoting the purpose and goal of the Project. It is the intent of this Agreement that the RECIPIENT will utilize the marquee to advertise for events occurring in the community center, including those meetings or events to be held by the Extension Office of Auburn University and other organizations that utilize the space, as well as to provide notice to the community of matters concerning the public. This may include, for example, notice of upcoming City Council or Commission meetings, upcoming elections, or other public events made available as a service to the community.

3. RECIPIENT shall take reasonable care of any equipment purchased, including proper maintenance, inventory management, and protection against waste, abuse, and theft.

4. RECIPIENT shall comply with all oversight and reporting requirements set forth in this Agreement.

C. Standards and Licensing

The RECIPIENT warrants that all work herein shall be completed in a professional manner by qualified persons, including volunteers, and, the RECIPIENT shall obtain and maintain any appropriate licenses or permits as required by state law.

D. Eligible Funding

The RECIPIENT shall only expend funds pursuant to this Agreement for goods and services in support of the purpose as set forth in Section I(A) of this Agreement. This may include, but is not limited to, payment for equipment, supplies, and personnel expenses.

In no event shall the funds be expended for any of the following:

1. For any purpose other than support for the public purpose identified in this Agreement;
2. For special deposits into pension funds, retirement accounts, or rainy-day funds;
3. To offset a reduction in net tax revenue, if applicable;
4. As reimbursement for cost or damages covered by insurance;

5. For expenses that have been or will be reimbursed under any publicly funded program, including allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
6. As matching funds for another federal award, unless otherwise authorized by federal law and expressly authorized by the other federal award;
7. For legal settlements;
8. For severance pay;
9. To pay debt service on a loan;
10. To support lobbying activities;
11. To support gatherings primarily supporting entertainment functions; or
12. In a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

E. Agreement Term

This Agreement shall commence on the date executed by both parties below, and will terminate on December 31, 2024, or upon expenditure of funds, whichever is earlier. The terms of this Agreement and the provisions herein shall be extended to cover any additional time-period during which the RECIPIENT remains responsible for carrying out the approved activities utilizing funds provided for by this Agreement. At a minimum, all activities must comply with the following:

1. All funds must be obligated by December 31, 2024;
2. All funds must be spent by December 31, 2026;
3. Project costs incurred prior to March 3, 2021, are ineligible; and
4. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

F. Reporting and Oversight by County

On a monthly basis during the term of this Agreement, the RECIPIENT shall provide the County notice with progress of the project. Progress includes, but is not limited to, selection by the Council of the sign to be constructed, anticipated and actual installation dates, and notice of completion of installation of the sign.

II. PAYMENT

The County will provide payment to reimburse the RECIPIENT for expenses relating to the installation of the equipment. Payments up to $5,000.00 will be made upon submission of properly supported payment request by the RECIPIENT. Any such requests must be submitted in writing. Payment requests shall be sent on no more than a monthly basis, and should, whenever possible, coincide with progress reporting. The request shall also include supporting documentation to support the purchase (for example, documentation showing that equipment was properly purchased consistent with the state law, quotes for equipment, invoices or receipts, or report showing the amount of salary or benefits to be reimbursed). Any costs above and beyond the $5,000.00 shall be borne by the RECIPIENT.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

County	RECIPIENT
Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136 1coosacountyadm@gmail.com (256) 377-1350	Sharonda Hayes Director 166 Harris Street Goodwater, AL 35072 SharonnaH35@gmail.com (256) 743-1252

IV. GENERAL CONDITIONS

A. General Compliance

All activities funded with ARPA funds must comply with any rules and regulations the County is required to comply with, as provided by the County's ARPA award. A list of applicable regulations, as identified by Treasury, is included in Attachment A. The RECIPIENT also agrees to comply with the provisions listed in Attachment A, as applicable. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Immigration Law

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The RECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

4113

D. Hold Harmless

The RECIPIENT shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the RECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Insurance

The RECIPIENT shall maintain insurance in accordance with its own policies and procedures and applicable law.

F. Liability

The RECIPIENT agrees to repay to County funds equal to the amount of funds provided to the RECIPIENT by the County, which County has determined that its agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive any rights or remedies of the County under the law.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Commission. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both parties.

H. Assignment

The RECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto. Any consent to assignment shall not be considered consent to any subsequent assignment.

I. Nondiscriminatory Provision of Services

The RECIPIENT shall have a nondiscriminatory policy and its services and activities relating to this Agreement will be available to all members of the general public regardless of race, age, sex, religion, or disability.

communications and proposals, whether electronic, oral, or written, between the County and the RECIPIENT with respect to this Agreement.

Date July 9, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Coosa County Commission, Alabama

By Bertha Kelly McElrath
Bertha Kelly-McElrath, Chairman

Attest Amy Gilliland
Amy Gilliland, County Administrator

City of Goodwater, Alabama

By Lonnie Caldwell
Lonnie Caldwell, Mayor

4115

MOTIONED BY COMMISSIONER BRANDON DAVIS FOR CHAIR BERTHA MCELRATH TO SIGN THE FUNDING AGREEMENT FOR THE CITY OF ROCKFORD TO RECEIVE $5000.00 IN ARPA FUNDS FOR A COMMUNITY MARQUEE. SECONDED BY COMMISSIONER JOHN FORBUS.
UNANIMOUSLY APPROVED

Project No.: 01037-061-240520-0037

ALN: 21.027
County FAIN No.: SLFRP5492

COOSA COUNTY – TOWN OF ROCKFORD, ALABAMA
FUNDING AGREEMENT COVER SHEET

Entity Name Town of Rockford, Alabama	**Unique Entity Identifier** CYK4GGMJL598	**Project Number for This Agreement** 01037-061-240520-0037
Entity Address P.O. Box 128 9688 US HWY 231 Rockford, AL 35136	**Entity Point of Contact** Scott White, Mayor	**Point of Contact Email Address** rockfordmayor@gmail.com

Federal Funds Provided to the Entity $5,000.00	**County Point of Contact** Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136
Project Description: This project will involve a funding agreement with a local municipality to provide a marquee sign for the town-owned community center to provide community engagement and messaging as a public service to citizens in the County.	**Expenditure Category (EC)** 6.1

Federal Awarding Agency: DEPARTMENT OF THE TREASURY	**Assistance Listing CFDA Number and Name** 21.027 - CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	**County Federal Award Identification Number (FAIN)** SLFRP5492

J. Conflict of Interest

No employee, officer, or agent of the RECIPIENT shall participate in the selection, or in the award or administration, of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, real or apparent, would be involved.

K. Federal Funding Eligibility

The RECIPIENT shall remain eligible to receive federal funds throughout the term of this Agreement. If, at any time, the RECIPIENT receives notice that it has been disbarred or suspended from receipt of federal funds, within five (5) business days of receiving said notice, the RECIPIENT must provide notice to the Commission.

L. Suspension or Termination

The County may suspend or terminate this Agreement if the RECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes and regulations as are applicable at any time;
2. Failure, for any reason, of the RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the RECIPIENT to the County reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated upon mutual agreement of the parties.

This Agreement may also be terminated by either party, in whole or in part, by setting forth the reasons for such termination, including for convenience, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The RECIPIENT shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

a. Documentation reflecting reporting requirements in Section I(E) of this Agreement;
b. Any records documenting compliance with federal non-discrimination policies;
c. Financial records relating to this Agreement, including invoicing and supporting materials as provided in Section II of this Agreement; and
d. Documentation demonstrating compliance with competitive bidding requirements under state law.

2. Retention

The RECIPIENT shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits & Inspections

All RECIPIENT records with respect to any matters covered by this Agreement shall be made available to the County, State of Alabama Department of Examiners of Public Accounts, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the RECIPIENT within thirty (30) days after receipt by the RECIPIENT. Failure of the RECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The County's failure to act with respect to a breach by the RECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

Project No.: 01037-061-240520-0037

ALN: 21.027
County FAIN No.: SLFRP5492

FUNDING AGREEMENT
BETWEEN
COOSA COUNTY, ALABAMA
AND
TOWN OF ROCKFORD, ALABAMA

Award of Public Funds to Support Community Engagement Utilizing American Rescue Plan Act Revenue Replacement Funding

THIS AGREEMENT (herein called the "Agreement") entered as of the date signed by both parties below, by and between Coosa County, Alabama (herein called the "County") and the Town of Rockford, Alabama (herein called the "RECIPIENT").

WHEREAS, the County has received a Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") award under the American Rescue Plan Act ("ARPA funds") from the U.S. Department of the Treasury ("Treasury"), which, in accordance with the Final Rule issued by Treasury on January 6, 2022, have been duly designated as revenue replacement funds ("revenue replacement funds"); and

WHEREAS, these public funds may be used for the purpose of providing government services, including investments community engagement programs to promote healthier lifestyles for its citizens; and

WHEREAS, consistent with Alabama Code (1975) §11-1-10, the County may provide funds to a state agency to support any beneficial development in the public's interest; and

WHEREAS, the RECIPIENT currently operates a publicly-owned community center in which various community activities occur including, but not limited to, economic development through the Coosa County Chamber of Commerce and meetings to support local veterans and other non-profit organizations; and

WHEREAS, in order to ensure County citizens are provided with accurate information in the community, for example, upcoming election reminders, or meetings and services offered at the community center, the RECIPIENT wishes to erect a marquee at the publicly-owned community center ("Project"); and

WHEREAS, the Coosa County Commission ("Commission") has determined that the Project is a necessary, eligible, and reasonable use of these funds; and

WHEREAS, the County wishes to provide funding to support this improvement to the RECIPIENT's community center.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICES

A. Purpose of the Funding Agreement

The purpose of this Agreement is to provide for the installation of a marquee at the RECIPIENT's community center to foster community engagement and notice of upcoming events.

B. RECIPIENT Responsibilities

1. RECIPIENT shall have a marquee installed on its community center located in the Town of Rockford in accordance with the standards as set forth by its own policies for the duration of this Agreement.

2. RECIPIENT shall use any equipment purchased using these funds for the purpose of meeting and promoting the purpose and goal of the Project. It is the intent of this Agreement that the RECIPIENT will utilize the marquee to advertise for events occurring in the community center, including those meetings or events to be held by the Coosa County Chamber of Commerce and other organizations that utilize the space, as well as to provide notice to the community of matters concerning the public. This may include, for example, notice of upcoming Town Council or Commission meetings, upcoming elections, or other public events made available as a service to the community.

3. RECIPIENT shall take reasonable care of any equipment purchased, including proper maintenance, inventory management, and protection against waste, abuse, and theft.

4. RECIPIENT shall comply with all oversight and reporting requirements set forth in this Agreement.

C. Standards and Licensing

The RECIPIENT warrants that all work herein shall be completed in a professional manner by qualified persons, including volunteers, and, the RECIPIENT shall obtain and maintain any appropriate licenses or permits as required by state law.

D. Eligible Funding

The RECIPIENT shall only expend funds pursuant to this Agreement for goods and services in support of the purpose as set forth in Section I(A) of this Agreement. This may include, but is not limited to, payment for equipment, supplies, and personnel expenses.

In no event shall the funds be expended for any of the following:

1. For any purpose other than support for the public purpose identified in this Agreement;
2. For special deposits into pension funds, retirement accounts, or rainy-day funds;
3. To offset a reduction in net tax revenue, if applicable;
4. As reimbursement for cost or damages covered by insurance;

5. For expenses that have been or will be reimbursed under any publicly funded program, including allocations of other ARPA funds, the PPP Loan Program, Economic Injury Disaster Loan Program, PUA, Revive Alabama, and Revive Plus Alabama;
6. As matching funds for another federal award, unless otherwise authorized by federal law and expressly authorized by the other federal award;
7. For legal settlements;
8. For severance pay;
9. To pay debt service on a loan;
10. To support lobbying activities;
11. To support gatherings primarily supporting entertainment functions; or
12. In a manner that would frustrate efforts to mitigate or prevent COVID-19 based upon applicable guidance from the Center for Disease Control.

E. Agreement Term

This Agreement shall commence on the date executed by both parties below, and will terminate on December 31, 2024, or upon expenditure of funds, whichever is earlier. The terms of this Agreement and the provisions herein shall be extended to cover any additional time-period during which the RECIPIENT remains responsible for carrying out the approved activities utilizing funds provided for by this Agreement. At a minimum, all activities must comply with the following:

1. All funds must be obligated by December 31, 2024;
2. All funds must be spent by December 31, 2026;
3. Project costs incurred prior to March 3, 2021, are ineligible; and
4. For projects started prior to March 3, 2021, project costs are eligible if costs were incurred after March 3, 2021.

F. Reporting and Oversight by County

On a monthly basis during the term of this Agreement, the RECIPIENT shall provide the County notice with progress of the project. Progress includes, but is not limited to, selection by the Council of the sign to be constructed, anticipated and actual installation dates, and notice of completion of installation of the sign.

II. PAYMENT

The County will provide payment to reimburse the RECIPIENT for expenses relating to the installation of the equipment. Payments up to $5,000.00 will be made upon submission of properly supported payment request by the RECIPIENT. Any such requests must be submitted in writing. Payment requests shall be sent on no more than a monthly basis, and should, whenever possible, coincide with progress reporting. The request shall also include supporting documentation to support the purchase (for example, documentation showing that equipment was properly purchased consistent with the state law, quotes for equipment, invoices or receipts, or report showing the amount of salary or benefits to be reimbursed). Any costs above and beyond the $5,000.00 shall be borne by the RECIPIENT.

III. NOTICES

Notices required by this Agreement shall be in writing and delivered via certified mail (postage prepaid). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written amendment to this Agreement.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

County	RECIPIENT
Amy Gilliland County Administrator P.O. Box 10 Rockford, AL 35136 amy.gilliland@coosacountyal.com (256) 377-1350	Town of Rockford Scott White, Mayor P.O. Box 128 Rockford, AL 35136 rockfordmayor@gmail.com 256-377-4911

IV. GENERAL CONDITIONS

A. General Compliance

All activities funded with ARPA funds must comply with any rules and regulations the County is required to comply with, as provided by the County's ARPA award. A list of applicable regulations, as identified by Treasury, is included in Attachment A. The RECIPIENT also agrees to comply with the provisions listed in Attachment A, as applicable. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement.

B. Immigration Law

Section 31-13-1, *et seq.*, of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

C. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The RECIPIENT shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

D. Hold Harmless

The RECIPIENT shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the RECIPIENT's performance or nonperformance of the services or subject matter called for in this Agreement.

E. Insurance

The RECIPIENT shall maintain insurance in accordance with its own policies and procedures and applicable law.

F. Liability

The RECIPIENT agrees to repay to County funds equal to the amount of funds provided to the RECIPIENT by the County, which County has determined that its agents or assigns have caused to have been expended in violation of this Agreement and/or any federal, state, or local laws or policies governing the use of the provided funds. This provision shall be in addition to, and shall not be deemed to waive any rights or remedies of the County under the law.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Commission. Such amendments shall not invalidate this Agreement, nor relieve or release either party from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. Such modifications will be incorporated only by written amendment signed by both parties.

H. Assignment

The RECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto. Any consent to assignment shall not be considered consent to any subsequent assignment.

I. Nondiscriminatory Provision of Services

The RECIPIENT shall have a nondiscriminatory policy and its services and activities relating to this Agreement will be available to all members of the general public regardless of race, age, sex, religion, or disability.

J. Conflict of Interest

No employee, officer, or agent of the RECIPIENT shall participate in the selection, or in the award or administration, of a contract supported by funds provided pursuant to this Agreement if a conflict of interest, real or apparent, would be involved.

K. Federal Funding Eligibility

The RECIPIENT shall remain eligible to receive federal funds throughout the term of this Agreement. If, at any time, the RECIPIENT receives notice that it has been disbarred or suspended from receipt of federal funds, within five (5) business days of receiving said notice, the RECIPIENT must provide notice to the Commission.

L. Suspension or Termination

The County may suspend or terminate this Agreement if the RECIPIENT materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes and regulations as are applicable at any time;

2. Failure, for any reason, of the RECIPIENT to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the RECIPIENT to the County reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated upon mutual agreement of the parties.

This Agreement may also be terminated by either party, in whole or in part, by setting forth the reasons for such termination, including for convenience, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the Agreement will not accomplish the purpose for which the Agreement was made, the County may terminate the Agreement in its entirety.

V. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record Keeping

1. Records to be Maintained

The RECIPIENT shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

a. Documentation reflecting reporting requirements in Section I(E) of this Agreement;
b. Any records documenting compliance with federal non-discrimination policies;
c. Financial records relating to this Agreement, including invoicing and supporting materials as provided in Section II of this Agreement; and
d. Documentation demonstrating compliance with competitive bidding requirements under state law.

2. Retention

The RECIPIENT shall retain all financial records, supporting documents, and all other records pertinent to the Agreement until December 31, 2031. The retention period begins on the date of the execution of this Agreement.

3. Audits & Inspections

All RECIPIENT records with respect to any matters covered by this Agreement shall be made available to the County, State of Alabama Department of Examiners of Public Accounts, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the RECIPIENT within thirty (30) days after receipt by the RECIPIENT. Failure of the RECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

VI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

VII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VIII. WAIVER

The County's failure to act with respect to a breach by the RECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and the RECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

4119

communications and proposals, whether electronic, oral, or written, between the County and the RECIPIENT with respect to this Agreement.

Date July 9, 2024

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Coosa County Commission, Alabama

By Bertha Kelly McElrath
Bertha Kelly-McElrath, Chairman

Attest Amy Gilliland
Amy Gilliland, County Administrator

Town of Rockford, Alabama

By
Scott White, Mayor

- declined offer

MOTIONED BY COMMISSIONER BRANDON DAVIS FOR CHAIR BERTHA MCELRATH TO SIGN THE RESOLUTION FOR $10,000.00 OF ARPA FUNDS TO BE ALLOCATED TO THE CITIES OF GOODWATER AND ROCKFORD EACH RECEIVING $5000.00 FOR A COMMUNITY MARQUEE TO BE USED FOR COMMUNITY ENGAGEMENT AND MESSAGING AS A PUBLIC SERVICE TO CITIZENS. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

RESOLUTION FOR ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT

WHEREAS, Coosa County, Alabama ("the County") has received American Rescue Plan Act state and local fiscal recovery funds ("ARPA funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, in accordance with the provisions of final rule published by the United States Department of Treasury dated January 6, 2022, the County has duly elected to designate a standard allowance of up to $10,000,000 of its ARPA funds, not to exceed the County's total ARPA funds award, as revenue replacement ("revenue replacement funds"); and

WHEREAS, these public funds may be used for the purpose of providing government services, including investments to provide for community engagement and messaging for available government services; and

WHEREAS, consistent with Alabama Code (1975) §11-1-10, the County may provide funds to a municipality to support any recreational or beneficial development in the public's interest; and

WHEREAS, the Town of Goodwater, Alabama and Town of Rockford, Alabama currently operates publicly-owned community centers in which various community activities occur including, but not limited to, educational programming through the Auburn Extension Office, meetings to support local veterans, and Chamber of Commerce meetings; and

WHEREAS, in order to ensure County citizens are provided with accurate information in the community, for example, upcoming election reminders, or meetings and services offered at the community centers, the Town of Goodwater and Town of Rockford wish to erect a marquee at the publicly-owned community centers ("Project"); and

WHEREAS, the Coosa County Commission ("Commission") has determined that the Project is a necessary, eligible, and reasonable use of these funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1) The Commission hereby allocates ARPA funds designated as revenue replacement funds to cover up to $10,000.00 in funds, or $5,000.00 each, towards purchasing equipment, materials, and needed to support the Project.

2) The Commission further resolves to enter into a funding agreement with the Town of Goodwater, Alabama and Town of Rockford, Alabama in substantially the same format as attached hereto in Addendums 1 & 2.

3) Upon execution of the agreements, the County Administrator is hereby authorized to expend ARPA funds revenue replacement funds for costs of the Project in accordance with the terms of this Resolution and the funding agreements.

4) The County ARPA Program Director is responsible for ensuring that, in carrying out the obligations under the agreements, the Project meets the requirements of the County's ARPA award, that no funds will be expended on ineligible costs as defined by Treasury's Final Rule, and that the Project will not frustrate the County's ability to mitigate or prevent against the spread of COVID-19.

5) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA funds for this purpose and in no event shall be used for any costs associated with the project that are not obligated on or before December 31, 2024, and expended on or before December 31, 2026.

IN WITNESS WHEREOF, the Coosa County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 9th day of July 2024.

Bertha K McElrath
Chairman, Coosa County Commission

OLD BUSINESS

PLANS FOR THE EXTENSION BUILDING BESIDE THE COURTHOUSE. COMMISSIONER JOHN FORBUS

RECESSED

UNTIL JULY 29, 2024 @ 8:30 AM

MINUTES APPROVED THIS 13TH DAY OF AUGUST, 2024.

CHAIR-BERTHA MCELRATH

VICE-CHAIRMAN LAMAR DAUGHERTY

COMMISSIONER BRANDON DAVIS

COMMISSIONER JOHN FORBUS

COMMISSIONER RONNIE JOINER