

AGENDA
COOSA COUNTY COMMISSION
August 8, 2023
9:00 a.m. Commission Meeting
Commission Courtroom

WELCOME

PUBLIC COMMENTS: Devlynne and Kelvin Barnes—CR 19

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) Approve by Resolution for the Talladega National Forest Service to expand their boundary into Coosa County --Cindy Ragland, National Trails Foundation
- (2) Approve SAFE Financial Institution Resolution for County Commission, Probate and Tag Offices, Revenue Commission Office, and Sheriff's Department to relocate all public funds to an FDIC institution—Administrator Amy Gilliland
- (3) Approval of FY 2024 County Transportation Plan—Engineer Tad Eason
- (4) Extension Office Update—Sharon Haynes, County Extension Coordinator
- (5) Approval of Resolution for ARPA funds to carry out a Public Purpose Project for \$100,000.00 to Ray Water Authority—Commissioner Brandon Davis
- (6) Approval of Resolution for ARPA funds to carry out a Public Purpose Project for \$9,000.00 to The Shiloh Project—Commissioner Brandon Davis
- (7) Approval for Chairman and Administrator to sign Shiloh Housing Project Funding Agreement using ARPA funds to support a Housing Assistance Project—Administrator Amy Gilliland
- (8) Approval of Resolution for ARPA funds to Support Volunteer Fire Departments with \$100,000. to be divided equally between Goodwater VFD, Kellyton VFD, and Hanover VFD—Commissioner John Forbus
- (9) Approval for Chairman and Administrator to sign Kellyton Volunteer Fire and Rescue Company Funding Agreement for \$33,333.33 using ARPA funds to support a Volunteer Fire Department—Administrator Amy Gilliland
- (10) Approval for Chairman and Administrator to sign Goodwater Funding Agreement for \$33,333.33 using ARPA funds to support a Volunteer Fire Department—Administrator Amy Gilliland

- (11) Approval for Chairman and Administrator to sign Hanover Volunteer Fire Dept. Funding Agreement for \$33,333.33 using ARPA funds to support a Volunteer Fire Department—Administrator Amy Gilliland
- (12) Approve nominations to the Alabama Department of Revenue for members to the Coosa County Boards of Equalization—Administrator Amy Gilliland
- (13) Discuss voting venue for District 2—Chairman
- (14) Approval of department budgets, appropriations, and contracts—Chairman Bertha McElrath

OLD BUSINESS

- (1) Approval to rebid the Inmate Telephone Service Agreement with bid opening on September 12 at 10:00 a.m.—Administrator Amy Gilliland on behalf of Captain Mike Mull

STAFF REPORTS

Administrator--- *Wellness Screening participation*

Attorney

EMA

EMS

Courthouse Maintenance

Engineer

Safety Coordinator

DISCUSSION ITEMS BY COMMISSIONERS

ADJOURN

MINUTES**COOSA COUNTY COMMISSION****AUGUST 8, 2023****9:00 A.M.****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE AUGUST 8, 2023 WITH CHAIRMAN BERTHA K. MCEL RATH PRESIDING.

COMMISSION ROLL CALL

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

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 THE AGENDA BY COMMISSIONER JOHN FORBUS. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

APPROVAL OF MINUTES AND WAIVER OF READING MINUTES

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

CONSENT AGENDA

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR THE CHAIRMAN BERTHA MCEL RATH, VICE-CHAIR LAMAR DAUGHERTY AND ADMINISTRATOR AMY GILLILAND TO AUTHORIZE, TO ISSUE AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL.

MOTION TO APPROVE CHANGES IN EMPLOYEES: JOB DESCRIPTION, SALARY, WORK HOURS, STATUS (INCLUDING BUDGET APPROVED RAISES). SECONDED BY COMMISSIONER VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

NEW BUSINESS

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE BY RESOLUTION FOR THE TALLADEGA NATIONAL FOREST SERVICE TO EXPAND THEIR BOUNDARY INTO COOSA COUNTY. MOTION FAILED

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE THE SAFE INSTITUTION RESOLUTION FOR COUNTY COMMISSION, PROBATE AND TAG OFFICES, REVENUE COMMISSION OFFICE, AND SHERIFF'S DEPARTMENT TO RELOCATE ALL PUBLIC FUNDS TO A FDIC INSTITUTION. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

SAFE Financial Institution Resolution

WHEREAS, the Security for Alabama Funds Enhancement, or SAFE Program, in Title 41, Chapter 14A, Code of Alabama 1975, as amended, provides a uniform program for the security of public funds deposited with financial institutions in the State of Alabama that qualify to serve as depositories of public funds; and

WHEREAS, the financial institution used by the Coosa County Commission is no longer a member of the SAFE Program; and

WHEREAS, the Coosa County Commission has located a nearby financial institution that is a member in the SAFE Program to serve as a qualified public depository; and

WHEREAS, First Community Bank of Central Alabama will serve as the qualified public depository for the Coosa County Commission and commission offices and departments and any other county-funded entity or program;

THEREFORE BE IT RESOLVED BY THE COOSA COUNTY COMMISSION that it does approve First Community Bank of Central Alabama as the qualified public depository for the county.

BE IT FURTHER RESOLVED that copies of this resolution be distributed to all county commission offices and departments and any other county-funded entity or program.

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 this the 8 day of August, 2023.

Bertha K. McElrath

Bertha K. McElrath, Chairman,
Coosa County Commission

MOTIONED BY COMMISSIONER RONNIE JOINER THE APPROVAL OF FY 2024 COUNTY TRANSPORTATION PLAN. SECONDED BY COMMISSIONER BRANDON DAVIS.
UNANIMOUSLY APPROVED



FY 2024 County Transportation Plan

Coosa County

Date Approved by the Coosa County Commission: August 8, 2023

Date Amended by the Coosa County Commission:

(If Applicable)



Map Index	Project No.	Road Name/Number	Begin		End		Project Details		Description of Work	Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuilt Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAERs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project							
Estimated Beginning Balance															
Estimated Annual Revenue															
1	RA-CCP 19-01-24	CR-74	33.081286	-86.238717	33.092337	-86.215728	X		3.27	FDR & Surface Treatment on CR-74 from CR-100 to CR-150	\$206,704.68	\$145,038.94	CRAF	\$670,000.00	\$400,000.00
2	RA-CCP 19-02-24	CR-511	33.089640	-86.103805	33.104895	-86.123943	X		1.63	Resurfacing & Slope CR-511 from 24 lane to the City County Line	\$363,131.59		FAEF		\$363,131.59
3	RA-CCP 19-03-24	CR-12	32.867557	-86.022782	32.864041	-86.007631	X		1.01	FDR, Resurfacing & Slope CR-12 from SR-253 to the Emory County Line	\$263,321.41		CRAF	\$263,321.41	
4	RA-CCP 19-04-24	Oat Road	32.817489	-86.045579	32.826350	-86.028562	X		1.25	FDR & Resurfacing Oat Road Hook Road from CR-20 to Hook Road	\$139,320.30	\$24,331.86	CRAF	\$139,320.30	
5	RA-CCP 19-05-24	CR-70	33.085775	-86.298301	33.070714	-86.249674	X		3.23	FDR & Surface Treatment on CR-70 from CR-20 to CR-41	\$204,109.36	\$143,217.87	CRAF	\$143,217.87	

EXTENSION OFFICE UPDATE BY COOSA COUNTY AGENT SHARON HAYNES. MRS. HAYNES IS ASKING FOR ADDITIONAL CLASSROOM SPACE AT CENTRAL HIGH SCHOOL.

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE THE RESOLUTION FOR ARPA FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT FOR \$100,000.00 TO RAY WATER AUTHORITY. SECONDED BY COMMISSIONER RONNIE JOINER. 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, 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 in water and sewer infrastructure; and

WHEREAS, consistent with Alabama Code (1975) §11-88-13, the County may provide funds to a local water authority for the purposes of providing improvements to a water system; and

WHEREAS, Ray Water Authority has submitted a request for funds to make improvements, including installation of new pumps, controls, and hydropneumatic pressure tank; chlorine booster feed; and site and enclosure improvements in and around the existing Highway 22 Pump Station (the "Project"). These improvements will increase water pressure in the area, which will provide sufficient barriers against bacterial/viral contamination, especially the COVID-19 related illnesses; and

WHEREAS, the County has determined that the expenditure of funds to the Ray Water Authority to complete the Project would serve a public purpose by conferring a direct benefit to a significant portion of the community; and

WHEREAS, the Coosa County 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 County hereby allocates ARPA funds designated as revenue replacement funds to cover up to \$100,000 of the cost of the Project.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement with Ray Water Authority, subject to the terms and conditions of the County's ARPA award and this Resolution.
- 3) The Chair is hereby delegated the authority to execute a funding agreement if, in her discretion, the terms and conditions are in the best interests of the County and are consistent with this Resolution and the terms and conditions of the ARPA award.

4) Upon execution of the funding agreement, 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 agreement. 3997

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 8th day of August, 2023.

Bertha H. McElrath
Chairman, Coosa County Commission

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE OF RESOLUTION FOR ARPA FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT FOR \$9,000.00 TO THE SHILOH PROJECT. SECONDED BY CHAIRMAN BERTHA MCEL RATH. 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, 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 support of housing assistance programs; and

WHEREAS, consistent with Code of Alabama (1975) § 11-96A-3, the County may transfer funds to a nonprofit corporation to be used for the purpose of funding or providing low- or moderate-income housing or homeless shelter, halfway houses, or emergency housing; and

WHEREAS, the County has determined that the expenditure of funds to The Shiloh Project, Inc. would serve a public purpose by conferring a direct benefit to a significant portion of the community; and

WHEREAS, the Coosa County 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 County hereby allocates ARPA funds designated as revenue replacement funds to cover up to \$9,000 of the cost to provide professional design, site plan, and cost estimations for phase one of a housing assistance project by The Shiloh Project, Inc.
- 2) This allocation is conditioned upon the successful negotiation of a funding agreement with The Shiloh Project, Inc., subject to the terms and conditions of the County's ARPA award and this Resolution.
- 3) The Chair is hereby delegated the authority to execute a funding agreement if, in her discretion, the terms and conditions are in the best interests of the County and are consistent with this Resolution and the terms and conditions of the ARPA award.
- 4) Upon execution of the funding agreement, the County Administrator is hereby authorized to expend ARPA funds revenue replacement funds for costs of the program in accordance with the terms of this Resolution and the funding agreement.
- 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 8th day of August, 2023.

Bertha K. McElrath
Chairman, Coosa County Commission

MOTIONED BY COMMISSIONER BRANDON DAVIS TO APPROVE FOR CHAIRMAN BERTHA MCELRATH AND ADMINISTRATOR AMY GILLILAND TO SIGN SHILOH HOUSING PROJECT FUNDING AGREEMENT USING ARPA FUNDS TO SUPPORT A HOUSING ASSISTANCE PROJECT. SECONDED BY COMMISSIONER JOHN FORBUS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE THE RESOLUTION FOR ARPA FUNDS TO SUPPORT VOLUNTEER FIRE DEPARTMENTS WITH \$100,000.00 TO BE DIVIDED EQUALLY BETWEEN GOODWATER VFD, KELLYTON VOLUNTEER FIRE AND RESCUE COMPANY, AND HANOVER VFD. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

RESOLUTION FOR TRANSFER OF AMERICAN RESCUE PLAN ACT FUNDS TO SUPPORT VOLUNTEER FIRE DEPARTMENTS

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, 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 support of emergency services; and

WHEREAS, the County may donate public money or other things of value to volunteer fire departments because these organizations benefit the general public, are not engaged in private enterprise, and therefore have a lawful public purpose, *Slawson v. Alabama Forestry Comm'n*, 631 So.2d 953 (Ala. 1994); and

WHEREAS, the County recognizes that the County's volunteer fire departments play a substantial and important role in providing these needed emergency response and assistance services to the residents throughout the County; and

WHEREAS, the Commission has determined that the support of these local volunteer fire departments is a necessary, eligible, and reasonable use of these funds and fulfills a public purpose for a significant portion of the community.

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

- 1) The County shall use ARPA funds designated as revenue replacement funds to cover up to \$100,000, divided evenly among the Goodwater Volunteer Fire Department, Hanover Volunteer Fire Department, and Kellyton Volunteer Fire Department, to support ongoing operational needs of these entities.
- 2) The County hereby resolves to enter into a funding agreements with the Goodwater Volunteer Fire Department, Hanover Volunteer Fire Department, and Kellyton Volunteer Fire Department attached to this Resolution as Addendums 1 through 3.
- 3) The County Administrator is hereby authorized to expend ARPA funds revenue replacement funds for costs of the program in accordance with the terms of this Resolution and the funding agreements, the terms of which are incorporated by reference herein.
- 4) 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 8th day of August, 2023.

3999

Bertha K. McElrath

Chair, Coosa County Commission

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE FOR CHAIRMAN BERTHA MCELRATH AND ADMINISTRATOR AMY GILLILAND TO SIGN KELLYTON VOLUNTEER FIRE AND RESCUE COMPANY FUNDING AGREEMENT FOR \$33,333.33 USING ARPA FUNDS TO SUPPORT A VOLUNTEER FIRE DEPARTMENT. SECONDED BY COMMISSIONER BRANDON DAVIS.
UNANIMOUSLY APPROVED

Project No.: 01037-061-230728-0023

ALN: 21.027
County FAIN No.: SLFRP5492

**FUNDING AGREEMENT
BETWEEN
COOSA COUNTY, ALABAMA
AND
GOODWATER VOLUNTEER FIRE DEPARTMENT
FOR**

**Award of Public Funds to Support a Volunteer Fire Department Utilizing
American Rescue Plan Act Revenue Replacement Funding**

THIS AGREEMENT (herein called the "Agreement") entered this 8th day of August 2023, by and between Coosa County, Alabama (herein called the "County") and the Goodwater Volunteer Fire Department (herein called the "VFD").

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 support of emergency services; and

WHEREAS, pursuant to 603(c)(3) of the ARPA, PL 117-2, March 11, 2021, 135 Stat 4, the County may transfer ARPA funds to eligible entities to carry out eligible ARPA funded projects; and

WHEREAS, the County may donate public money or other things of value to volunteer fire departments because these organizations benefit the general public, are not engaged in private enterprise, and therefore have a lawful public purpose, Slawson v. Alabama Forestry Comm'n, 631 So.2d 953 (Ala. 1994); and

WHEREAS, WHEREAS, the County recognizes that the County's volunteer fire departments play a substantial and important role in providing these needed emergency response and assistance services to the residents throughout the County; and

WHEREAS, the County wishes to provide funding to support operational needs of the VFD.

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 support for the VFD to continue emergency services in the County. Specifically, these funds are intended to support operational needs of the VFD.

COOSA COUNTY – GOODWATER VOLUNTEER FIRE DEPARTMENT FUNDING AGREEMENT COVER SHEET

Entity Name Goodwater Fire Department Inc.		Unique Entity Identifier XL8MCA2ZM6K3	Project Number for This Agreement 01037-061-230728-0023
Entity Address 22543 AL Hwy 9 Goodwater, AL 35072		Entity Point of Contact Elmore Unbehant, Fire Chief	Point of Contact Email Address elmore@goodwaterfire.com
Federal Funds Provided to the Entity \$33,333.33		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 volunteer fire department to provide operational expenses, including, for example, equipment purchases, to support emergency services 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	

B. Recipient Responsibilities

1. VFD shall continue to provide emergency services within the County in accordance with the standards as set forth in its license and shall maintain said license for the duration of this Agreement.
2. VFD shall use any equipment purchased using these funds solely for the purpose of meeting and promoting the purpose and goal of the project.
3. VFD 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 VFD warrants that all work herein shall be completed in a professional manner by qualified persons, including volunteers, and, the VFD shall obtain and maintain any appropriate licenses or permits as required by state law.

D. Eligible Funding

The VFD 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 federally 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.

Project No.: 01037-061-230728-0023

ALN: 21.027
County FAIN No.: SLFRP5492**E. Agreement Term**

This Agreement shall commence on the 8th day of August 2023, and will terminate on December 1, 2023, 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 VFD 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

Once per quarter during the term of the agreement, the VFD shall provide the County with a report detailing emergency services rendered in the County during that quarter. For example, the report may include information relating to the number of emergency calls ran or the number of persons assisted.

II. PAYMENT

The County will provide payment to the VFD for actual operating expenses or equipment purchases. Payments up to \$33,333.33 will be made upon submission of properly supported payment request by the VFD. Payment requests shall be sent on no less than a monthly basis. The request shall also include supporting documentation to support the purchase (for example, quotes for equipment or report showing the amount of salary or benefits to be reimbursed). The request should also detail reasonable efforts taken by the VFD to secure competitive pricing for any equipment purchases. VFD is encouraged to substantially comply with state law governing competitive bidding for any purchase of equipment or services.

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

Amy Gilliland
County Administrator
P.O. Box 10
Rockford, AL 35136
1coosacountyadm@gmail.com
(256) 377-1350

VFD

Elmore Unbehant
Fire Chief
22543 AL Hwy 9
Goodwater, Alabama 35072
elmore@goodwaterfire.com
(256) 794-8526

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 VFD 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. Boycott Certificate.

Section 41-16-5 of the Code of Alabama 1975 imposes conditions on the Agreement of County contracts. The firm must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

D. "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 VFD shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

E. Hold Harmless

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

F. Insurance

The VFD shall maintain insurance in accordance with its own policies and procedures.

G. Liability

The VFD agrees to repay to County funds equal to the amount of funds provided to the VFD 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.

H. 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.

I. Assignment

The VFD 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.

J. Nondiscriminatory Provision of Services

The VFD 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.

K. Conflict of Interest

No employee, officer, or agent of the VFD 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.

L. Federal Funding Eligibility

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

M. Suspension or Termination

The County may suspend or terminate this Agreement if the VFD 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 VFD 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 VFD 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 VFD 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 VFD 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 VFD 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 VFD within thirty (30) days after receipt by the VFD. Failure of the VFD 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 VFD 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 VFD for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the County and the VFD with respect to this Agreement.

Date

8/2/23

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

Coosa County Commission, Alabama

Kellyton Volunteer Fire Department

By Bertha K. McElrath
Bertha Kelly-McElrath, Chairman

By Jeremy Sewell
Jeremy Sewell, Chief

Attest Amy Gilliland
Amy Gilliland, County Administrator

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIRMAN BERTHA MCELRATH AND ADMINISTRATOR AMY GILLILAND TO SIGN GOODWATER FUNDING AGREEMENT FOR \$33,333.33 USING ARPA FUNDS TO SUPPORT A VOLUNTEER FIRE DEPARTMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER JOHN FORBUS TO APPROVE FOR CHAIRMAN BERTHA MCELRATH AND ADMINISTRATOR AMY GILLILAND TO SIGN HANOVER VOLUNTEER FIRE DEPARTMENT FUNDING AGREEMENT FOR \$33, 333.33 USING ARPA FUNDS TO SUPPORT A VOLUNTEER FIRE DEPARTMENT. SECONDED BY COMMISSIONER BRANDON DAVIS. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE THE NOMINEES TO THE ALABAMA DEPARTMENT OF REVENUE FOR MEMBERS TO THE COOSA COUNTY BOARD OF EQUALIZATION: ROBERT SHAW, JUDY WARD, AND CHRISTA JENNINGS. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

COUNTY

OFFICIAL REPORT
Nominations for the
County Board of Equalization
Term beginning October 1, 2023

STATE OF ALABAMA)
)
Coosa County)

To the State Commissioner of Revenue
Montgomery, Alabama

We, the undersigned members of the County Commission, or other governing body of this county, do hereby nominate the persons as shown below for consideration as members of the County Board of Equalization and certify that in our opinion they are competent to serve under the provisions of the law.

As provided in Section 40-3-2, Code of Ala. 1975, each nominee has been a resident of this county for at least five years, is an owner of taxable real property located within this county, is a qualified voter within this county, and is otherwise well fitted for the duties of the office for which he/she is nominated. It is understood further that no member of the Board of Equalization can hold employment or office of profit with the United States, the State of Alabama, any county or other political subdivision of said State, or with any county school board or with any municipality.

Under all the conditions stated above, we nominate the following persons:

1. Christa Jennings Name (As usually signed)
10 Woodfin Road, Rockford, AL 35136 Exact Post Office Address
2. Robert Shaw Name (As usually signed)
8923 AL Hwy 22, Rockford, AL 35136 Exact Post Office Address
3. Judy Ward Voss Name (As usually signed)
400 Coosa County Road 86, Goodwater, AL 35072 Exact Post Office Address

Signatures of all members of
County Commission
or other governing body.

Bertha K. McElhatch
[Signature]
Brandon Davis
Ronnie Joiner
Lamar Daugherty

DATE: August 8, 2023

DISCUSS VOTING VENUE FOR DISTRICT 2.

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO TABLE THE DEPARTMENT BUDGETS, APPROPRIATIONS, AND CONTRACTS. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTION TO RECESS

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO RECESS UNTIL WEDNESDAY, SEPTEMBER 6, 2023 @ 4:30 PM. SECONDED BY JOHN FORBUS. UNANIMOUSLY APPROVED

MINUTES APPROVED THIS 12TH DAY OF SEPTEMBER, 2023.

CHAIRMAN BERTHA MCELRATH

RONNIE JOINER

BRANDON DAVIS

VICE-CHAIR LAMAR DAUGHERTY

JOHN FORBUS