

**AGENDA**  
**COOSA COUNTY COMMISSION**  
**October 11, 2022**  
**9:30a.m. Regular Commission Meeting**  
**Commission Courtroom**

**WELCOME**

**PUBLIC COMMENTS:**

**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) Approval of the Ingenuity contract—Judge Dean
- (2) Briefing with Commissioners—Denise Walls
- (3) Approval to advertise for van driver position—Administrator Amy Gilliland
- (4) Approval for Chairman McElrath to sign the agreement with John Boswell and Coosa County for landfill services—Engineer Eason
- (5) Approval for Chairman McElrath to sign the Funding Agreement between Coosa County, AL and the Coosa County Animal Shelter utilizing American Rescue Plan Act (ARPA) Revenue Replacement Funding—Administrator Amy Gilliland
- (6) Approval For Chairman McElrath to sign the Resolution for transfer of ARPA funds to carry out a Public Purpose Project—Administrator Amy Gilliland
- (7) Approval for Chairman McElrath to sign the Resolution in support of Amendment 2 and Amendment 7—Administrator Amy Gilliland
- (8) Approval for Chairman McElrath to sign the Resolution for the expenditures of the ARPA funds for Government Services for a used EMS Department vehicle in the amount of \$12,140.00—Administrator Amy Gilliland
- (9) Approval for Chairman McElrath to sign the Resolution for the expenditures of the ARPA funds for Government Services of EMS Director's 6 month salary in the amount of \$28,119.00—Administrator Amy Gilliland

**OLD BUSINESS**

- (1) Date for Extension Office employees to return to the Extension Office

**STAFF REPORTS**

**Administrator—Reminder of Public Hearing on Oct. 18 at 9:30a.m. for the allocation of CDBG funds amendment**

**Attorney**

**EMA**

**EMS—Director will be attending the Alabama EMS Conference Nov. 7--10**

**Courthouse Maintenance**

**Engineer—Gary Ingram update**

**Safety Coordinator**

**DISCUSSION ITEMS BY COMMISSIONERS**

**ADJOURN**

**MINUTES****COOSA COUNTY COMMISSION****OCTOBER 11, 2022****9:30 A.M.****ELECTED OFFICIAL COMMENT****CALL TO ORDER**

THE COOSA COUNTY COMMISSION MET AT THE COOSA COUNTY COURTHOUSE OCTOBER 11, 2022 FOR ITS REGULAR MEETING WITH CHAIRMAN BERTHA K. MCEL RATH RESIDING.

**COMMISSION ROLL CALL**

COMMISSION ROLL CALL: HERE --CHAIRMAN BERTHA MCEL RATH, COMMISSIONER UNZELL KELLEY, COMMISSIONER RONNIE JOINER, AND VICE-CHAIR LAMAR DAUGHERTY. COMMISSIONER RANDALL DUNHAM NOT PRESENT.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

INVOCATION WAS GIVEN BY COMMISSIONER RONNIE JOINER. THE PLEDGE OF ALLEGIANCE WAS SAID BY ALL IN ATTENDANCE.

**APPROVE AGENDA**

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE THE AGENDA. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

**APPROVAL OF MINUTES AND WAIVER OF READING MINUTES**

MOTIONED BY COMMISSIONER UNZELL KELLEY TO TABLE THE MINUTES AND WAIVER OF READING MINUTES OF SEPTEMBER 27<sup>TH</sup> 2022 UNTIL OCTOBER 25<sup>TH</sup>, 2022. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY.

3888

### CONSENT AGENDA

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE THE CONSENT AGENDA. FOR CHAIRMAN, VICE-CHAIR AND ADMINISTRATOR TO AUTHORIZE, TO ISSUE, AND SIGN CHECKS FOR PAYMENT OF MONTHLY EXPENSES AND PAYROLL. SECONDED BY COMMISSIONER LAMAR DAUGHERTY.

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

Lonnie Benson  
1272 Pearson Chapel Road  
Alexander City, Alabama 35010  
PH: 256-496-2249  
[lonnie.benson@charter.net](mailto:lonnie.benson@charter.net)


September 20, 2022

Amy Gilliland  
Coosa County Administrator  
Coosa County Commission Office  
100 Main Street  
Rockford, Alabama 35136  
PH: 205-377-2420

Dear Madam,

I regret to inform you that I am resigning from my position as a Van Driver.  
My assigned location is Coosa County Community Life Center, Kellyton, Alabama 35089.  
This is my resignation notice. My last day of work will be October 19, 2022.  
Thank you for the opportunity to work as a Van Driver for the Coosa County Commission.  
I have enjoyed working for the Coosa County Commission Office.

Sincerely,

  
Lonnie Benson

### NEW BUSINESS

MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE OF THE INGENUITY CONTRACT. THE START FEBRUARY 1<sup>ST</sup>, 2023. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY.  
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY TO GO INTO EXECUTIVE SESSION WITH DENISE WALLS, LAKE MARTIN AREA ECONOMIC DEVELOPMENT ALLIANCE ASSISTANT DIRECTOR, TO DISCUSS CONFIDENTIAL COMPANY INFORMATION. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY THE APPROVAL TO ADVERTISE FOR VAN DRIVER POSITION FOR COOSA COUNTY COMMUNITY LIFE CENTER. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY TO APPROVE FOR CHAIRMAN MCELRATH TO SIGN THE AGREEMENT WITH JOHN BOSWELL AND COOSA COUNTY FOR LANDFILL SERVICES. SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

STATE OF ALABAMA )

COUNTY OF COOSA )

**A G R E E M E N T**

**THIS AGREEMENT** is made and entered into by and between **COOSA COUNTY**, a body corporate, herein referred to as "**COOSA**" and **JOHN BOSWELL**, d/b/a **J & J CONSTRUCTION**, herein referred to as "**BOSWELL**".

**WITNESSETH:**

**WHEREAS, COOSA** is in need of the ability to accept various types of discarded scrap metal and electronics at its landfill; and

**WHEREAS, BOSWELL** is in the business of removing and disposing of said discarded scrap metal and electronics;

**NOW THEREFORE**, in consideration of these premises and the covenants and agreements herein set forth, **COOSA** and **BOSWELL** covenant and agree as follows:

1. **COOSA** shall allow **BOSWELL** to load and remove all scrap metal and electronics which are delivered and stock piled at the Coosa County Landfill at no cost, to **BOSWELL**.
2. **BOSWELL** shall load and remove said scrap metal and electronics, with no cost to **COOSA**, within a reasonable time, upon notification by **COOSA** that the same are stock piled at the Landfill and should be removed.
3. **BOSWELL** shall be solely responsible for the loading and transportation of the scrap metal and electronics from the Coosa County Landfill and agrees to indemnify and hold **COOSA** harmless from any and all claims, demands, expenses of every kind, suits, actions, judgments and recoveries from or on account of damages to property or injuries (including death) to persons caused by or arising therefrom.
4. **BOSWELL** shall maintain Commercial General Liability Insurance coverage during the term of this agreement, with an insurance company that is licensed to do business in Alabama, in the minimum amount of One Million and NO/100 Dollars (\$1,000,000.00) for each occurrence, and shall name **COOSA** as an additional insured thereon with a copy of the same to be provided to **COOSA** for its file.

5. The term of this agreement shall be for a period of twelve (12) months beginning upon execution of this agreement by both parties hereto.
6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
7. The terms contained herein constitute the whole agreement between the parties hereto and no amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and are duly executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this agreement on this the 8<sup>th</sup> day of June, 2021.

**COOSA COUNTY, a body corporate**

by: Bertha M. Kelly  
**BERTHA M. KELLY, Vice Chairman**  
**Coosa County Commission**

John Boswell  
**JOHN BOSWELL, d/b/a**  
**L & J CONSTRUCTION**

6-9-21

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGN THE FUNDING AGREEMENT BETWEEN COOSA COUNTY AL AND THE COOSA COUNTY ANIMAL SHELTER UTILIZING AMERICAN RESCUE PLAN ACT (ARPA) REVENUE REPLACEMENT FUNDING. THE AGREEMENT OF \$30,000 REIMBURSEMENT UPON PRESENTING INVOICES FOR MAINTENANCE AND SUPPLIES PRIOR TO DECEMBER 31, 2024. SECONDED BY VICE CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED  
 Project No.: 01037-061-220726-0004

ALN: 21.027

County FAIN No.: SLFRP5492

**FUNDING AGREEMENT  
 BETWEEN  
 COOSA COUNTY, ALABAMA  
 AND  
 COOSA COUNTY ANIMAL SHELTER  
 FOR**

**Award of Public Funds to Support an Animal Shelter Utilizing  
 American Rescue Plan Act Revenue Replacement Funding**

THIS AGREEMENT (herein called the "Agreement") entered this 11th day of October 2022, by and between Coosa County, Alabama (herein called the "County") and the Coosa County Animal Shelter (herein called the "Shelter").

**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 programs related to the control of animals and animal nuisances; 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 transfer funds to the Shelter, a private, nonprofit entity, if it serves a public purpose within the County's constitutional or statutory authority; and

**WHEREAS**, the County wishes to meet its responsibilities under Code of Alabama 1975 § 3-A7-7, by engaging the Shelter to provide a suitable shelter and care for lost or abandoned animals.

**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 establish a shelter in the County to provide care, resources, temporary shelter, and good homes for abandoned and neglected dogs and cats to fulfill Coosa County's obligation to provide for these services pursuant to Alabama law. Specifically, this Agreement will provide for start-up costs and funding towards the first year's estimated annual operational budget.

**B. Scope of Work**

The Shelter will be responsible for providing for all materials, renovations, and services relating to meeting the purpose of this Agreement as set forth in Section I(A) in a manner

satisfactory to the County and consistent with any standards required as a condition of providing these funds.

C. Standards and Licensing

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

D. Eligible Funding

The Shelter 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 supplies, equipment, or services necessary to outfit the building to safe, operational standards and costs for supplies, services (including veterinary care), utilities, or salaries, as applicable.

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.

E. Agreement Term

This Agreement shall commence on the 11<sup>th</sup> day of September, 2022, and will terminate on December 1, 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 Shelter 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

1. Reporting requirements by the Shelter and oversight by the County will vary between the start up phase and the operational phase. The startup phase will commence upon the execution of this Agreement and will continue until the official opening of the animal shelter, which is expected to occur on December 1, 2022. Once opened, the operational phase will begin and will continue for the duration of the Agreement.
2. During the startup phase, the following reporting requirements will apply:
  - a. The Shelter will provide monthly status updates in writing to the County as to the progress of the project, including completion percentage of any renovation needed, which should be included in the monthly reimbursement request outlined in Section II below.
  - b. The Shelter must inform the County, as soon as practical, of all issues or potential delays in the opening, as well as a plan to mitigate any concerns.
3. During the operational phase, the Shelter will provide monthly reports, as required by Code of Alabama 1975 § 3-10-3, including the following information:
  - a. the source of each animal received at the animal shelter (e.g., owner surrender, animal control);
  - b. the disposition of the animal (e.g., released to owner, adopted);
  - c. statistics to support spay/neutering efforts; and,
  - d. budget in providing care to affected animals.
4. The Shelter must accommodate any request by the County to visit or inspect the site if a forty-eight hour of notice is given.

II. PAYMENT

The County will reimburse Shelter for costs actually incurred by the Shelter for the startup and operation of the animal shelter. Payments up to \$30,000 will be made upon submission of properly supported reimbursement request by the Shelter, utilizing the form provided in Attachment A. Reimbursement requests shall be sent on no less than a monthly basis. The submission shall also include supporting documentation confirming appropriate competitive procurement processes were followed as prescribed by state law, as applicable, and paid invoices.

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

Shelter

Dennis E. Hill  
Chairman and Director of Operations  
5520 County Road 41  
Sylacauga, AL 35151  
buzzjacket1@gmail.com  
(205) 999-6694

**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 B. The Shelter also agrees to comply with the provisions listed in Attachment B, as applicable, and to include these provisions in any agreements used to complete the work subject to this Agreement. All other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement, including, without limitation, substantial compliance with competitive bidding processes as provided by the Competitive Bid Law, codified as Alabama Code (1975) §§ 41-16-50, *et seq.*, must also be followed.

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

**E. Hold Harmless**

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

F. Insurance & Bonding

The Shelter shall provide the County with an insurance certificate for comprehensive general liability coverage as required by Alabama law, naming the County as additional insured.

G. Liability

The Shelter agrees to repay to County funds equal to the amount of funds provided to the Shelter by the County, including interest, 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 Shelter 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. Approvals

The Shelter shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such agreement. All subcontracts shall further incorporate the terms and conditions of this Agreement in its entirety, including, without limitation, Attachment B.

K. Nondiscriminatory Provision of Services

The Shelter 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.

L. Conflict of Interest

No employee, officer, or agent of the Shelter 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.

M. Federal Funding Eligibility

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

N. Suspension or Termination

The County may suspend or terminate this Agreement if the Shelter 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 Shelter 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 Shelter 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 Shelter 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 Shelter 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 Shelter 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 Shelter within thirty (30) days after receipt by the Shelter. Failure of the Shelter to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

**B. Procurement**

As a prerequisite for payment for any good or service provided pursuant to this Agreement, the Shelter is solely responsible for ensuring substantial compliance with competitive procurements under the Alabama Competitive Bid Law, codified as Code of Alabama 1975 §§ 41-16-50, *et seq.* The Shelter shall demonstrate, and keep records of, substantial compliance with competitive bidding requirements, as well as any procurement requirements of the Shelter's organization or agency. The County will provide the Shelter with technical assistance, as necessary, to meet this requirement.

**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 Shelter 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 Shelter 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 Shelter with respect to this Agreement.

Date October 11, 2022

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

Coosa County Commission, Alabama

Coosa County Animal Shelter

By Bertha K McElrath  
Bertha Kelly-McElrath, Chairman

By Dennis E. Hill  
Dennis E. Hill, Chairman and Director of Operations

Attest Amy Gilliland  
Amy Gilliland, County Administrator

ATTACHMENT B

## I. Compliance with Applicable Law and Regulations.

A. The Shelter agrees to comply with applicable requirements of section 603 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, codified as 31 C.F.R. Part 35, and guidance issued by Treasury regarding the foregoing. The Shelter also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and the Shelter shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement.

B. Federal regulations applicable to this Agreement include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury.
2. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Agreement is subject to 2 C.F.R. Part 80 and Treasury's implementing regulation at 31 C.F.R. Part 19.
3. Recipient Integrity and Performance Matters, pursuant to which the Agreement term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
4. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
5. New Restrictions on Lobbying, 31 C.F.R. Part 21.
6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
7. Generally applicable federal environmental laws and regulations.

C. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ATTACHMENT AInvesting in Alabama Counties  
Coronavirus State and Local Fiscal Recovery Fund  
(Number) Reimbursement RequestCountyAmy Gilliland  
County Administrator  
P.O. Box 10  
Rockford, AL 35136ShelterDennis E. Hill  
Chairman and Director of Operations  
5520 County Rd 141  
Sylacauga, AL 35151

(Date)

Coosa County

Animal Shelter - 01037-061-220726-0004

(Section to list costs for which reimbursement is sought.)

(Section to list Supporting Documentation submitted with reimbursement request)

(Section for status and progress update or operational report, attach additional pages if needed)

All costs with this request are necessary and reasonable for the project. All obligations incurred were consistent with state law, the Shelter's established policies and procedures for procurement, and/or did not significantly deviate from such causing higher costs than expected. The expenditures have not been, and will not be, reimbursed directly or indirectly from another source. All adequate documentation for the expenditures is included with this request. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate.

**(Signature of Representative with the  
authority to legally bind the Shelter)**

The Coosa County Animal Shelter will retain all financial records, supporting documents, and all other records pertinent to this Reimbursement Request until December 31, 2031.



2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- II. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- III. False Statements. Recipient understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- IV. Publications. Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5492 awarded to Coosa County, Alabama by the U.S. Department of the Treasury."
- V. Disclaimer.
- A. The United States expressly disclaims any and all responsibility or liability to the Shelter or third persons for the actions of the Shelter or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this Agreement or any contract, or subcontract under this Agreement.
  - B. This Agreement does not in any way establish an agency relationship between the United States and the Shelter.
- VI. Protections for Whistleblowers.
- A. In accordance with 41 U.S.C. § 4712, The Shelter may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of

gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. The Shelter shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

VII. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), The Shelter should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

VIII. Reducing Text Messaging While Driving. Pursuant to Executive Order 13515, 74 FR 51225 (Oct. 6, 2009), The Shelter should encourage its employees, and contractors to adopt and enforce policies that ban text messaging while driving, and the Shelter should establish workplace safety policies to decrease accidents caused by distracted drivers.

Project No.: 01037-061-220726-0004

ALN: 21.027

County FAIN No.: SLFRP5492

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 Shelter 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 Shelter 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 Shelter with respect to this Agreement.

Date October 11, 2022

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

**Coosa County Commission, Alabama**

**Coosa County Animal Shelter**

By Bertha K McElrath  
Bertha Kelly-McElrath, Chairman

By Dennis E. Hill  
Dennis E. Hill, Chairman and Director of Operations

Attest Amy Gilliland  
Amy Gilliland, County Administrator

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGN THE RESOLUTION FOR TRANSFER OF ARPA FUNDS TO CARRY OUT A PUBLIC PURPOSE PROJECT FOR THE COOSA COUNTY ANIMAL SHELTER. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

## **RESOLUTION FOR TRANSFER 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**, under the Final Rule published by the United States Department of Treasury dated January 6, 2022, the County has the option 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**, the Final Rule provides that the designation of this standard allowance is a one-time, irrevocable election that must be made for the period of performance of the ARPA funds award; and

**WHEREAS**, the County has duly made this election; and

**WHEREAS**, pursuant to 505(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 programs; and

**WHEREAS**, the County may provide financial assistance to the Coosa County Animal Shelter where this assistance will serve a public purpose that is an eligible use of ARPA funds; and

**WHEREAS**, Coosa County Animal Shelter submitted has submitted a request for ARPA funding, including a program proposal; and

**WHEREAS**, the Coosa County Commission has considered and evaluated this entity's request for funding and program proposal and determined:

- 1) That the entity is eligible to receive ARPA funds;
- 2) That the entity has demonstrated that an award of ARPA funds to carry out the proposed project would serve a public purpose; and
- 3) That providing this benefit or service is within the County's state statutory or constitutional authority under Alabama Code 1975 § 3-7A-7.

**WHEREAS**, the Commission desires to enter into an agreement with Coosa County Animal Shelter, a private non-profit, to carry out the proposed project; and

**WHEREAS**, the 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 shall use ARPA funds designated as revenue replacement funds to cover up to \$30,000 of the cost to provide for the establishment and initial operating costs of an animal shelter to be owned and operated by Coosa County Animal Shelter .

2) The County hereby resolves to enter into a funding agreement with the Coosa County Animal Shelter attached to this Resolution as Addendum 1.

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 agreement, 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 11th day of October, 2022.

Bertha K. McElreath  
Chairman, Coosa County Commission

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGN THE RESOLUTION IN SUPPORT OF AMENDMENT 2 AND AMENDMENT 7. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY. UNANIMOUSLY APPROVED

STATE OF ALABAMA  
Coosa COUNTY

RESOLUTION OF THE Coosa COUNTY COMMISSION

**WHEREAS**, the Coosa County, Alabama, County Commission stands in favor of Amendment 2 and Amendment 7 to the Alabama Constitution, which will promote broadband expansion and economic development, respectively.

**WHEREAS**, citizens across the state are urged to vote "Yes" on Amendment 2 and Amendment 7 on Election Day, November 8, 2022.

**WHEREAS**, Amendment 2 would authorize state and local governments to use certain public funds to incentivize broadband expansion, most notably in the rural and underserved areas of the state.

**WHEREAS**, Amendment 7 makes several necessary technical changes to local governments' economic development powers—the most important of which is clarifying that all counties may exercise these powers, regardless of whether they also have a local constitutional amendment pertaining to economic development.

**WHEREAS**, Amendment 2 and Amendment 7 will each greatly benefit this county and state by prioritizing broadband expansion and economic development as we progress further into an era in which economic and technological stability are critical.

**NOW, THEREFORE, BE IT RESOLVED BY THE Coosa COUNTY COMMISSION** that it expresses its resolute support of Amendments 2 and 7 to the Alabama Constitution and any other legislation or policy modeled similarly.

DONE this 11<sup>th</sup> day of Oct., 2022.

Bertha K McElrath, Chairman

MOTIONED BY VICE CHAIR LAMAR DAUGHERTY TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGN THE RESOLUTION FOR THE EXPENDITURES OF THE ARPA FUNDS FOR GOVERNMENT SERVICES FOR A USED EMS DEPARTMENT VEHICLE IN THE AMOUNT OF \$12,140.00. SECONDED BY COMMISSIONER RONNIE JOINER. COMMISSIONER UNZELL KELLEY ABSTAINED. MOTION APPROVED

## RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

**WHEREAS**, Coosa County, Alabama (the "County") has received American Rescue Plan Act 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**, the County may use revenue replacement funds to fund government services; and

**WHEREAS**, the County has determined that there is a need to support emergency response and assistance services in the County through the establishment of a new emergency management division; and

**WHEREAS**, consistent with Code of Alabama (1975) § 41-16-121, Counties may purchase surplus property, including vehicles, from the Alabama Department of Economic and Community Affairs at fair market value;

**WHEREAS**, the County has determined that the procurement of the following vehicle from the Alabama Department of Economic and Community Affairs is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services:

2012 Chevrolet Suburban 4x4 for the fair market value of \$12,140.00; and

**WHEREAS**, the County has identified the vendor from which to procure this vehicle in a manner consistent with state laws and federal guidelines, as required by the terms and conditions of the ARPA as it relates to the expenditure of revenue replacement funds.

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

- 1) The County shall use up to \$12,140.00 of ARPA funds, which are hereby designated as revenue replacement funds, to facilitate the provision of the government services described herein.
- 2) The **COOSA COUNTY COMMISSION** is hereby authorized to expend these funds to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no

event shall be used for any expenses not obligated by December 31, 2024, and expended by 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 11th day of October 2022

Bruce K. McElrath  
Chairman, Coosa County Commission



MOTIONED BY COMMISSIONER RONNIE JOINER TO APPROVE FOR CHAIRMAN BERTHA MCELRATH TO SIGNING THE RESOLUTION FOR THE EXPENDITURES OF THE ARPA FUNDS FOR GOVERNMENT SERVICES OF EMS DIRECTOR'S 6 MONTHS SALARY IN THE AMOUNT OF \$28,119.00. SECONDED BY VICE CHAIR LAMAR DAUGHERYY. COMMISSIONER UNZELL KELLEY ABSTAINED. MOTION APPROVED

## RESOLUTION FOR THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT FUNDS FOR GOVERNMENT SERVICES

**WHEREAS**, Coosa County, Alabama (the "County") has received American Rescue Plan Act 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**, the County may use revenue replacement funds to fund government services; and

**WHEREAS**, the County has determined that there is a need to support emergency response and assistance services in the County through the establishment of a new emergency management division; and

**WHEREAS**, Article III, Section 43.02 of the Constitution of Alabama of 1901, authorizes the Commission to establish and provide support for such services; and

**WHEREAS**, the County has approved the hiring of a new EMS Director; and

**WHEREAS**, the County has determined that utilizing ARPA revenue replacement funds to cover the cost of salary and benefits during the initial probationary period for the EMS Director is a necessary, reasonable, and proportionate measure to facilitate the provision of these government services.

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

- 1) The County shall use up to \$28,119.00 of ARPA funds, which are hereby designated as revenue replacement funds, to facilitate the provision of the government services described herein.
- 2) The **COOSA COUNTY COMMISSION** is hereby authorized to expend these funds to facilitate the provision of these services.
- 3) The ARPA Program Director is charged with ensuring that revenue replacement funds allocated and expended to provide these government services will not be used in such a way as to frustrate COVID-19 mitigation guidance issued by the Centers for Disease Control, or for any other use prohibited by the Final Rule or any applicable state or federal law.
- 4) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of ARPA Revenue Replacement funds for this purpose and in no event shall be used for any expenses not obligated by December 31, 2024, and expended by 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 11th day of October, 2022

Bertha K. McElrath  
Chairman, Coosa County Commission

**OLD BUSINESS**

MOTIONED BY VICE-CHAIR LAMAR DAUGHERTY FOR THE EXTENSION OFFICE EMPLOYEES TO BE NOTIFIED TO RETURN TO THE EXTENSION OFFICE BUILDING ON OCTOBER 11<sup>TH</sup>, 2022.  
SECONDED BY COMMISSIONER RONNIE JOINER. UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY TO APPROVE BID FROM GARY INGRAM PAVING BID FROM SEPTEMBER 27<sup>TH</sup> MEETING. SECONDED BY VICE-CHAIR LAMAR DAUGHERTY.  
UNANIMOUSLY APPROVED

MOTIONED BY COMMISSIONER UNZELL KELLEY THE APPROVAL OF THE BID FROM GARY INGRAM AND PAVING. SECONDED BY RONNIE JOINER. UNANIMOUSLY APPROVED

**MOTION TO ADJOURN**

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

MINUTES APPROVED THIS 25<sup>TH</sup> DAY OF OCTOBER, 2022.

\_\_\_\_\_  
CHAIRMAN BERTHA MCEL RATH

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

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

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VICE-CHAIR LAMAR DAUGHERTY