



# ***Dale County Commission***

## **Commission Meeting Minutes – January 11, 2022**

The Dale County Commission convened in a regular session Tuesday, January 11, 2022. The following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

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

### **APPROVED – AGENDA**

Commissioner Wilson made a motion to approve the agenda with the addition of Endo Settlement Sign-On.

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

### **APPROVED – MEMORANDUM OF WARRANTS**

Commissioner Gary made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 91751 – 91960.
- Payroll Check Numbers: 154785 - 154787.
- Direct Deposit Check Numbers: 40563 - 40843.

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

**APPROVED – DECEMBER 14, 2021 MINUTES**

Commissioner Carroll made a motion to approve the Minutes of the Commission Meeting on December 14, 2021.

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

**APPROVED - PERSONNEL**

Commissioner Gary made a motion to approve the following:

- Teri Smith – Solid Waste – Solid Waste Clerk – New Hire – 01/03/22.

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

**APPROVED - TRAVEL**

Commissioner Carroll made a motion to approve the following:

- R & B – Derek Brewer and Drew Meacham Jan 12-13, 2022 – CGEI General Management and Supervision – Prattville, AL - \$1010.00 (for both)
- R & B – Derek Brewer and Drew Meacham – Feb, 9-10, 2022 – 65<sup>th</sup> Annual Alabama Transportation Conference – Montgomery, AL - \$1120.20 (for both)

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

**APPROVED - AMENDMENT TO CDBG GRANT CV-NC-20-036**

Commissioner Gary made a motion to approve the amended CDBG Grant CV-NC-20-036. See Exhibit 1.

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

**APPROVED - FUND 116 – CAPITAL EXPENDITURE**

Commissioner Carroll made a motion to approve expenditures from Fund 116 for:

- Remodel of office for State Examiner Audit Mgr. – Lights, repair walls, and painting. \$3,000.00

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

**APPROVED - ROAD PROJECT DCP 23-05-20 – CO RD 36**

Commissioner Wilson made a motion to approve road project DCP 23-05-20. See Exhibit 2.

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

**APPROVED - PERSONNEL - REVISED JOB DESCRIPTION**

Commissioner Gary made a motion to approve posting an updated job description for Engineering Assistant II. See Exhibit 3.

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

**TABLED - TEMPORARY AMENDMENT OF PERSONNEL RULES**

Commissioner Wilson made a motion to table a temporary amendment of the personnel rules of the Dale County Commission.

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

**APPROVED - CHANGE HOURS/DAYS OF OPERATION – SHERIFF’S OFFICE**

Commissioner Carroll made a motion to approve a change for hours and days of operation for the Sheriff’s office staff. See Exhibit 4.

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

**APPROVED - ENDO SETTLEMENT SIGN-ON**

Commissioner Gary made a motion to approve the Endo Settlement Sign-On. See Exhibit 5.

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

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, January 25, 2022 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commission Gary made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

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



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Steve McKinnon, Chairman

**Formal Amendment Resolution**

**WHEREAS**, the Dale County Commission has received CARES Act Community Development Block Grant Coronavirus (CDBG-CV) funds (CV-NC-20-036) to assist communities in the County with addressing the impact and prevention of COVID 19; and

**WHEREAS**, the Dale County Commission desires to amend proposed use of some of the CDBG-CV funds;

**THEREFORE, BE IT HEREBY RESOLVED**, by the Dale County Commission, to formally amend the CDBG-CV Grant Project to include purchase of radios for the Town of Midland City instead of a van; construction of a decontamination room and equipment purchase instead of stretcher purchase for the Town of Napier Field; and construction of a decontamination room instead of equipment purchase for the Town of Pinckard. The amount of allotted funds for each municipality will remain the same. Any additional costs will be the responsibility of that municipality; and

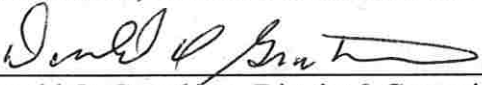
**BE IT FURTHER HEREBY RESOLVED** by the Dale County Commission all proper procedures are followed in conjunction with this Formal Amendment.

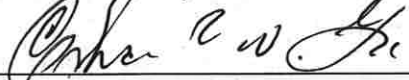
This resolution is hereby passed and approved by the Dale County Commission in official session on this the 11th of January, 2022.




  
Steve McKinnon, Chairman

  
Chris Carroll, District 1 Commissioner

  
Donald O. Grantham, District 2 Commissioner

  
Charles W. Gary, District 3 Commissioner

  
Frankie Wilson, District 4 Commissioner

  
Cheryl Ganey, County Administrator

**CONSTRUCTION  
AGREEMENT  
FOR A  
FEDERAL AID  
PROJECT**

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

**Resurfacing on CR-36**

**Project No. STPAA-2321(250)  
County Project No. DCP 23-05-20  
CPMS Ref# 100073993**

**PART ONE (1): INTRODUCTION**

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Dale County Commission, Alabama, (FEIN 63-6001505) hereinafter referred to as the COUNTY.

**WHEREAS**, the STATE and the COUNTY desire to cooperate in the resurfacing on CR-36 from SR-105 to SR-27; Project# STPAA-2321(250); DCP 23-05-20; CPMS Ref# 100073993.

**NOW, THEREFORE**, it is mutually agreed between the STATE and the COUNTY as follows:

**PART TWO (2): FUNDING PROVISIONS**

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Any deficiency in Federal Aid or overrun in construction costs will be borne by 80 percent STPAA Funds and 20 percent County funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal STPAA Funds	\$ 1,295,333.89
County Funds	\$ 323,833.47
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<b>TOTAL (Incl CE&amp;I &amp; Indirect Cost)</b>	<b>\$ 1,619,167.36</b>

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Industrial Access Road and Bridge Corporation Board, and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

### **PART THREE (3): PROJECT SERVICES**

- A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

- B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

- C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the COUNTY letting the contract.

- D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

**PART FOUR (4): CONTRACT PROVISIONS**

- A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the



STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.
- E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

**PART FIVE (5): ACCOUNTING PROVISIONS**

- A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.
- All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
- The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.
- The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.
- The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
- D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

**PART SIX (6): MISCELLANEOUS PROVISIONS**

- A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this Agreement, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Dale County, Alabama

By: Cheryl Gandy  
Clerk (Signature)

By: Steve McFadden  
As Chairman (Signature)

Cheryl Gandy  
Print Name of Clerk  
(AFFIX SEAL)

Steve McFadden  
Print Name of Chairman

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

By: \_\_\_\_\_  
William F. Patty,  
Chief Counsel

RECOMMENDED FOR APPROVAL:

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

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

\_\_\_\_\_  
Edward N. Austin, P. E.  
Chief Engineer

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

\_\_\_\_\_  
John R. Cooper, Transportation Director

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

\_\_\_\_\_  
KAY IVEY  
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the Dale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Resurfacing on CR-36 from SR-105 to SR-27; Project# STPAA-2321(250); DCP 23-05-20; CPMS Ref# 100073993.**

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 11 day of January, 2022, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Cheryl Bandy  
County Clerk

Steve McLean  
Chairman

11 day of January, 2022, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 11 day of January, 2022.

Cheryl Bandy  
County Clerk

(AFFIX SEAL)

**STD CONTRACT EXHIBITS**

**REV. 9/19/16**

**EXHIBIT A**

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM**

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

**STD CONTRACT EXHIBITS**

**REV. 9/19/16**

**EXHIBIT E**

**TERMINATION OR ABANDONMENT**

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
  
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
  1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
  
  2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

**CONTROVERSY**

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

**CONTRACT BINDING ON SUCCESSORS AND ASSIGNS**

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
  
- b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

## STD CONTRACT EXHIBITS

REV. 9/19/16

## EXHIBIT H

Page 1

**EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;



**STD CONTRACT EXHIBITS  
REV. 9/19/16**

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

**STD CONTRACT EXHIBITS**  
**REV. 9/19/16**

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

**STD CONTRACT EXHIBITS  
REV. 9/19/16**

**EXHIBIT H  
Page 4**

The COUNTY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**COST PRINCIPLES**

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

**EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS**

- a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

**STD CONTRACT EXHIBITS**

**REV. 9/19/16**

**EXHIBIT H**

Page 5

- b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

**COUNTYS' CERTIFICATIONS**

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

STD CONTRACT EXHIBITS  
REV. 9/19/16

EXHIBIT M

**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**STD CONTRACT EXHIBITS  
REV. 9/19/16**

**EXHIBIT N**

**FUNDS SHALL NOT BE CONSTITUTED AS A DEBT**

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

**TERMINATION DUE TO INSUFFICIENT FUNDS**

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

**No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.**

**A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.**

**The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.**

**Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.**

**In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.**

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

  
BUREAU CHIEF/REGION ENGINEER

APPROVAL:

  
CHIEF ENGINEER

APPROVAL:

  
TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE



## **Engineering Assistant II**

<b>Division</b>	<b>Department</b>	<b>Location</b>
Engineering Office	Road and Bridge	Dale County Commission
<b>Reports To</b>		
County Engineer		

### **Job Summary**

Performs engineering functions including sampling & tests construction materials, maintaining & operating modern surveying equipment, conducting site inspections, maintaining reports and equipment project installation.

### **Duties and Responsibilities**

Conducts various field, office, and laboratory assignments according to established standard procedures including sampling or testing construction materials, soils, asphalt, concrete, etc.

Maintains and operates modern surveying equipment establishing line and grade for construction and maintenance projects.

Inspects subdivision and commercial developments and maintains files for projects and developments and performs field inspections of paving, striping, bridge replacement and other contract projects.

Inspects construction projects for quality and quantity of materials and construction methods used.

Performs inspections of right-of-way and utilities and reviews utility plans and inspects utility installation.

Performs traffic surveys and road and bridge inventories.

Conducts a variety of drafting assignments and assists the Assistant County Engineer in the preparation of various reports, maps, graphs, charts, and plans.

Determines the need for and installs proper road signs.

Maintains various files and records including reports for state and federal agencies, and reports and estimates for various projects.

Serves as project engineer on road resurfacing projects, as project inspector on bridge replacement projects, and as bridge inspector assistant.

Other duties as required.

**Engineering Assistant II**

**Supervisory Responsibilities**

**Physical Demands**

<b>Standing</b> 33% to 66%	<b>Walking</b> Up to 33%	<b>Sitting</b> Up to 33%
<b>Stooping, Kneeling, Crouching,</b> Up to 33%	<b>Climbing or Balancing</b> Up to 33%	
<b>Use Hands to Finger, Handle,</b> 33% to 66%	<b>Reaching with Hands and Arms</b> 33% to 66%	
<b>Tasting or</b> Up to 33%	<b>Talking or Hearing</b> Up to 33%	

<b>Lifting</b>	<b>Up to 10lbs</b> 33% to 66%	<b>Up to 25lbs</b> 33% to 66%	<b>Up to 50lbs</b> 33% to 66%	<b>Up to 100lbs</b> Up to 33%	<b>More than</b> Up to 33%
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<b>Vision</b>	<b>Close Vision</b>	<b>Distance Vision</b>	<b>Depth Perception</b>	<b>Ability to Adjust</b>
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**Color Vision**                      **Peripheral Vision**    **No Special Vision Requirements**

**Specific physical duties**

Must be able to work outside in a variety of weather conditions performing duties requiring mild physical exertion including walking, standing, bending, lifting, kneeling, squatting, etc. Must be able to lift a minimum of fifty (50) pounds.

<b>Noise</b>	<b>Very Quiet</b>	<b>Quiet</b>	<b>Moderate</b>	<b>Loud Noise</b>	<b>Very Loud Noise</b>
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**Specific Noise Duties**

Engineering office and construction sites

**Comments**

Must be willing to work nonstandard hours and weekends in emergency situations.

## Engineering Assistant II

### Job Specifications

#### Education

High School diploma or equivalent with successful course work in mathematics, science, mechanical drawing, computer aided drafting, etc.

#### Work Experience

Post secondary training in engineering, drafting, construction, or a related field OR a minimum of four (4) years paid experience in drafting, surveying, construction or a related occupation OR a combination of formal training and paid experience totaling four (4) years.

#### Licenses

Valid drivers license and a good driving record. Must be insurable. Must be ALDOT certified as the following: Asphalt Roadway Technician, Concrete Technician, ~~and Traffic Control Inspector.~~

NOT REQUIRED  
ANYMORE

#### Preferences

Must be able to communicate effectively orally and in written form. Must be able to follow oral and written instructions. Must be able to read, comprehend, and interpret correspondence, reports, technical manuals, graphics, deeds, maps, construction plans, etc. Must be able to write well enough to prepare technical documents. Must be familiar with the use of drafting tools, modern surveying equipment, hand tools, and computer aided drafting. Must have a working knowledge of mathematics including geometry as it relates to drafting and surveying. Must have a working knowledge of the use of computers in producing maps, engineering designs and construction plans. Must be able to work and communicate effectively with a variety of people including professionals, officials, co-workers, and the public at large.

#### Date



**SHERIFF WALLY OLSON**  
**P.O. BOX 279**  
**WEST REYNOLD STREET**  
**DALE COUNTY, OZARK, ALABAMA 36361**

**E-mail : [wolson@daleso.com](mailto:wolson@daleso.com)**  
**TELEPHONE 334-774-2335**  
**FAX 334-774-2909**

January 4, 2022

Dale County Commissioners:

Effective, January 12, 2022 the Dale County Sheriff's Office will be changing their office hours.

The office will be opened from 7 A.M. until 5:30 P.M. The office staff will be working 10 hours day from Monday thru Thursday with a 30 minute break for lunch. This policy goes along with the hours of the Dale County Courthouse policy.

Any questions feel free to contact me at 334-774-2335.

  
Wally Olson

Sheriff, Dale County

**ENDO SETTLEMENT SIGN-ON**

The State of Alabama, acting through its Attorney General, has reached an agreement with Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. (collectively “Endo”) to resolve the State’s lawsuit against Endo. That agreement is also dependent on participation by litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council or Commission 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 Endo 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, which is/are currently litigating against Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., or any related entity or entities.
3. “The Parties” shall mean the State of Alabama and the Political Subdivisions.
4. “Endo” means Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.
5. “Settlement Funds” shall mean funds obtained pursuant to the State of Alabama’s settlement agreement with Endo dated October 29, 2021.
6. The “State Share” shall mean the allocation percentage earmarked for the State of Alabama as set forth in Section B.1.
7. The “Subdivision Share” shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

**B. Allocation of Settlement Proceeds**

1. The State and the Political Subdivisions shall divide settlement funds recovered by the State, with 40% going to the Political Subdivisions and 60% going to the State.
2. Endo will make payment directly to the Office of the Attorney General. The Office of the Attorney General will then direct the amount of the Subdivision Share either to the State of Alabama Qualified Settlement Fund or other vendor as agreed upon by the Office of the Attorney General (“Receiver”), which shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision eligible to receive a settlement payment.

3. Joseph Tann has been appointed by the Court as Special Master and shall set allocation percentages for all Alabama local governments eligible to receive a Settlement Payment with finality. 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"). 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 will be responsible for providing to the Receiver all necessary instructions for effectuating payment under the terms of Exhibit B, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting purposes.

6. Irrespective of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Abatement Strategies set out in Exhibit A, with the exception of those funds paid to counsel or otherwise required by court order to be allocated to a Common Benefit Fund.

**C. Payment of Counsel and Litigation Expenses**

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

2. The Special Master, any payment vendor contemplated by Section B.2. herein, and the State of Alabama bear no responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

**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.

SIGN-ON

The undersigned, as a duly appointed representative of the County/City of Dale, AL, has read the Settlement Agreement reached between the State of Alabama and Endo Health Solutions, Inc. and Endo Pharmaceuticals, Inc. ("Endo"), understands its terms, and agrees to be bound by those terms, including the release provisions in Section B.

Furthermore, the undersigned has read the attached Sign-On Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 11 day of January, 2022.

*Steve McKeen*

Commission Chairman

Title

City/County of

Dale, AL

## EXHIBIT A APPROVED ABATEMENT STRATEGIES

### Introduction

The “Alabama United” Opioid Litigation Allocation Agreement reflects the Parties’ common desire to abate and alleviate the impacts of the opioid epidemic in this State by entering into an agreement relating to the allocation and use of any Settlement Funds received in Settlement.

Settlement Funds must be used to prevent, treat, and support recovery from opioid addiction and any other co-occurring substance use or mental health conditions which are all long-lasting (chronic) diseases that can cause major health, social, and economic problems at the individual, family, community, and/or state level. The Parties shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of opioid epidemic, and the prevention of future addiction and opioid abuse. Accordingly, the Parties shall utilize Settlement Funds for the Approved Abatement Strategies set forth below. While the Approved Abatement Strategies listed below are comprehensive, they are also illustrative. The opioid epidemic is ongoing, both in terms of research on the efficacy and efficiency of known strategies, and in innovative programs at the federal, state, and political subdivision levels.

### Alabama Abatement Strategy Overview

In Alabama, similar to and including many national settlement strategies to abate opioid addiction, we have created an abatement plan that includes the three main components discussed below. These components will work collaboratively to address Alabama’s needs and to also serve as a complement to, and should be integrated with, all other state and local government opioid plans:

1. **Strategies for Opioid Community Innovation & Recovery:** Included but not limited to prevention, treatment, and recovery support for local communities (examples include child welfare, law enforcement strategies and other infrastructure supports). This component of the Alabama abatement strategy has a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. **Strategies for Opioid Statewide Innovation & Recovery:** Included but not limited to strategies included in the Community Recovery component, above. This component also includes projects that promote statewide change and regional development for prevention, treatment, and recovery support (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes opioid abatement research and development to understand how to better serve individuals and families in Alabama.
3. **Strategies for Opioid Recovery Sustainability:** Alabama’s opioid addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Alabama’s state and local



communities can build sustainable financing strategy and infrastructure to reverse the damage that has been done by the opioid crisis and prevent future epidemics and crises.

## **PART ONE: Approved Uses for Opioid Community Innovation & Recovery**

### **Treatment**

Expanding availability of treatment, including Medication-Assisted Treatment (MAT), for OUD and any co-occurring substance use or mental health conditions (SUD/MH).

Provide trauma-informed treatment services and support for individuals, their children and family members who have experienced trauma resulting from opioid addiction in the family.

Expand access and support infrastructure developments for telemedicine / telehealth services to increase access to OUD treatment, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

Improve oversight and quality assurance of Opioid Treatment Programs (OTPs) to assure evidence-informed practices such as adequate methadone dosing.

Engage non-profits and faith community to uncover and leverage current community faith-based OUD prevention, treatment and recovery support in partnership with medical and social service sectors.

Expand culturally appropriate services and programs that address health disparities in treatment for persons with OUD and mental health disorders, including programs for vulnerable populations (*i.e.*, homeless, youth in foster care, etc.), citizens of racial, ethnic, geographic and socio-economic differences, and new Americans to ensure that all Alabamians have access, and treatment, and recovery support services for OUD that meet their needs.

Ensure that each patient's OUD needs and treatment recommendations are determined by a qualified clinical professional. Provide training and practice support to clinicians on the American Society of Addiction Medicine (ASAM) levels of care (or other models) and the most effective methods of treatment continuation between levels of care for people with OUD and any other co-occurring substance use or mental health conditions and make all levels of care available to all Alabamians.

### **Early Intervention and Crisis Support**

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid-addiction and other risk factors and know how to appropriately counsel, treat or refer a patient for mental health and substance use disorders. Support work of Emergency Medical Systems, including peer support specialists, to effectively connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

Create an intake and call center to facilitate education and access to treatment, prevention and recovery services for persons with opioid addiction and any co-occurring substance use or mental health conditions.

Create a plan to meet the distinct needs of the families of children and youths who suffer from OUD and the families experience severe emotional disorders and provide respite and support for these caregivers to reduce family crisis and promote treatment.

Create community-based intervention services for families, youth, and adolescents at-risk for opioid addiction and any co-occurring substance use or mental health conditions.

Develop best practices on addressing individuals with OUD in the workplace, including any other co-occurring substance use or mental health conditions.

Implement and support assistance programs for healthcare providers with OUD and any co-occurring substance use disorders or mental health conditions.

#### **Support for Criminal-Justice Involved Persons**

Address the needs of persons involved in the criminal justice system who have OUD and any co-occurring substance use or mental health conditions.

Support pre-arrest diversion and deflection strategies for persons with OUD addiction including opioids and any other co-occurring substance use or mental health conditions, including established strategies such as sequential intercept mapping and other active outreach strategies such as the Drug Abuse Response Team (DART) or Quick Response Team (QRT) models or other co-responder models that involve people not actively engaged in treatment.

Support pre-trial services that connect individuals with OUD addiction including opioids and any other co-occurring substance use or mental health conditions to evidence-informed treatment, including MAT, and related services.

Support treatment and recovery courts for persons with OUD and any other co-occurring substance use or mental health conditions, but only if these problem-solving courts provide referrals to evidence-informed treatment, including MAT.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate services to individuals with OUD and any other co-occurring substance use or mental health conditions who are incarcerated, on probation, or on parole.

Provide evidence-informed treatment, including MAT, evidence-based psychotherapies, recovery support, harm reduction, or other appropriate re-entry services to individuals with OUD and any other co-occurring substance use or mental health conditions who are leaving jail or prison or who have recently left jail or prison.

Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis substance use (OUD plus another substance diagnosis) disorder/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

### **Family-Centered Treatment and Support**

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Training for obstetricians and other healthcare personnel who work with pregnant women or post-partum women and their families regarding treatment for OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD addiction including opioids and any co-occurring substance use or mental health conditions.

Enhanced family supports and childcare services for parents receiving treatment for OUD and any co-occurring substance use or mental health conditions.

### **Recovery Support**

Identify and support successful recovery models for recovering opioid users including, but not limited to, college recovery programs, peer support agencies, recovery high schools, sober events and community programs, etc.

Provide technical assistance to increase the quantity and capacity of high-quality programs that model and support successful recovery for recovering opioid users.

Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users. To reduce stigma and to normalize a culture of recovery, government staff will be provided with onboarding and training that generates a cultural shift and provides all government employees with tool and resources to feel supported and to support colleagues who may be struggling with opioid and co-occurring substance use or mental health conditions.

Convene community conversations and training that engage non-profits, civic clubs, the faith-based community, and other stakeholders in training and techniques for providing referrals and support to recovering opioid users and their family and friends.

Identify and address transportation barriers to permit consistent participation in treatment and recovery support by recovering opioid users.

Support the development of recovery-friendly environments for recovering opioid users in all sectors, schools, communities and workplaces to promote and sustain health and wellness goals. Put resources for recovering opioid users toward:

1. Supportive and recovery housing for recovering opioid users;
2. Supportive employment/jobs for recovering opioid users;
3. Certification of peer coaches, peer-run recovery organizations, recovery community organizations for recovering opioid users;
4. Crisis intervention and relapse prevention for recovering opioid users; and
5. Services and structures that support young people living a life in recovery including, recovery high schools and collegiate recovery communities for recovering opioid users.

### **Prevention**

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse or that appear promising to prevent the uptake and use of opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact, by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, prescription drug misuse, early alcohol use, and suicide attempts.

Assist coalitions and community stakeholders in aligning state, federal and local resources to maximize procurement of school and community education curricula, programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, aging and elderly community members and others in an effort to build a comprehensive prevention and education response to address OUD prevention across the lifespan.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Create school-based contacts who parents can engage with to seek immediate OUD treatment services for their child.

### **Prevent Over-Prescribing of Opioids and Other Drugs of Potential Misuse**

Training for healthcare providers, including Continuing Medical Education (CME), regarding safe and responsible opioid prescribing, opioid dosing, and methods for tapering patients off opioids.

Support for non-opioid pain treatment alternatives, including training providers to offer or refer patients to multi-modal, evidence-informed treatment of pain.

Support the development and implementation of a National Prescription Drug Monitoring Program (PDMP) – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to, integration of PDMP data with electronic health records, overdose episodes, and decision support tools for healthcare providers relating to OUD and other drugs of concern.

### **Overdose Prevention and Harm Reduction**

Increase availability and distribution of naloxone and other drugs that treat opioid overdoses for use by first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, community-based service providers, social workers, and other members of the general public.

Promote and expand naloxone strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an opioid overdose are then engaged and retained in evidence-based treatment programs.

Provide training and education regarding naloxone and other drugs that treat opioid overdoses for first responders, persons who have experienced an overdose event, patients who are currently prescribed opioids, families, schools, and other members of the general public.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

### **Services for Children**

Review the continuum of services available to Alabama's youths, young adults, and families to identify gaps and to ensure timely access to appropriate care for OUD and its impacts for Alabama's youngest citizens and their parents.

Fund additional positions and services, including supportive housing and other residential services to serve children living apart from custodial parents and/or placed in foster care due to custodial opioid use.

Expand collaboration among organizations meeting the OUD prevention, treatment, and recovery needs of Alabama's young people and organizations serving youths, such as Boys & Girls Clubs, YMCAs and others. Support the growth of recovery high schools, collegiate recovery communities, and alternative peer groups for youths recovering from OUD and mental illness.

**First Responders (EMS, Firefighters, Law Enforcement and Other Criminal Justice Professionals)**

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Training public safety officials and first responders on safe-handling practices and precautions when dealing with fentanyl or other drugs.

Provide trauma-informed resiliency training and support that address compassion fatigue and increased suicide risk of public safety OUD responders.

**Workforce**

Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

Scholarships/loan forgiveness for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD/MH field for continuing education licensing fees.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Training for healthcare providers, students, and other supporting professionals, such as peer recovery coaches/recovery outreach specialists to support OUD treatment and harm reduction.

Dissemination of accredited web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

**PART TWO: Statewide Innovation & Recovery**

**Leadership, Planning and Coordination**

Promote and encourage community regional planning to identify goals for opioid reduction and support efforts and/or to identify areas and populations with the greatest needs for OUD prevention, treatment and services.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid addiction related indicators and support as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.

### **Stigma Reduction, Training and Education**

Commission statewide campaigns to address stigma against people with OUD and any co-occurring substance use or mental health conditions. Stigma and misinformation deeply embed the deadly consequences of Alabama's OUD public health crisis. These prevent families from seeking help, fuel harmful misperceptions and stereotypes in Alabama communities, and can discourage medical professionals from providing evidence-informed consultation and care. Alabama's campaign to end stigma should include OUD chronic disease education; evidence-based OUD prevention, treatment, and harm reduction strategies; stories of OUD recovery; and a constant reframing of mental illness and opioid addiction from a personal moral failing to a treatable chronic illness.

Coordinate public and professional training opportunities that expand the understanding and awareness of adverse childhood experiences (ACEs) and psychological trauma, effective treatment models, and the use of medications that aid in the acute care and chronic disease management of both OUD and any co-occurring substance use or mental health conditions.

Strengthen the citizen workforce by providing community-based training, such as Mental Health First Aid, Crisis Intervention Training, naloxone administration, and suicide prevention. These OUD best practice trainings should be allowable as Continuing Education Units for professional development and when offered in an educational setting, provide academic credit.

Development and dissemination of new accredited curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service Medication-Assisted Treatment.

Training for emergency room personnel treating opioid overdose patients on post-discharge planning. Such training includes community referrals for MAT, recovery case management and/or support services.

Implement opioid and drug take-back disposal and/or opioid destruction programs. Coordinate and promote public education relating to these opioid drug disposal programs.

Commission state-wide public education programs, including first responders, relating to emergency responses to opioid overdoses, including education on Alabama's immunity and Good Samaritan laws.

**PART THREE: Strategies for Sustainability**

Fund development of a multistate/nationally accessible database based on a template developed by the State and political subdivisions whereby healthcare providers can list locations for currently available in-patient and out-patient OUD treatment services that are both timely and accessible to all persons who seek treatment.

Fund the expansion, training and integration of Screening, Brief Intervention and Referral to Treatment (SBIRT) and Screening, Treatment Initiation and Referral (STIR) programs and ensure that healthcare providers are screening for opioid addiction and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for mental health and substance use disorders.

Create community-based intervention services for families, youth, and adolescents at risk for opioid addiction and any co-occurring substance use or mental health conditions.

Fund and promote evidence-informed treatment, including MAT, recovery, and prevention services for pregnant women, post-partum mothers, as well as those who could become pregnant and have OUD and any other co-occurring substance use or mental health conditions.

Invest in measures to address Neonatal Abstinence Syndrome, including prevention, care for opioid addiction and education programs.

Fund child and family supports for parenting women with OUD and any co-occurring substance use or mental health conditions.

Invest in school-based programs that have demonstrated effectiveness in preventing opioid abuse and that appear promising to prevent the misuse of prescription opioids. Investment in school and community-based prevention efforts and curriculum that have demonstrated effectiveness in reducing Adverse Childhood Events (ACEs) and their impact by increasing resiliency, and preventing risk-taking, unhealthy or dangerous behaviors such as: drug use, misuse, early alcohol use, and suicide attempts.

Invest in environmental scans and school surveys to identify effective OUD prevention efforts and realign OUD prevention and treatment responses with those emerging risk factors and changing patterns of OUD misuse.

Fund community anti-drug coalitions that engage in OUD prevention efforts and education.

Invest in evidence-based and promising comprehensive opioid harm reduction services and centers, including mobile units, to include: syringe services, supplies, naloxone, staffing, space, peer-support services, and access to medical and behavioral health referrals.

Provide funds for first responders and criminal justice professionals and participating subdivisions for cross agency/department collaboration and other public safety expenditures relating to the



opioid epidemic that address both community and statewide supply and demand reduction strategies including criminal interdiction efforts.

Funding for clinicians to obtain training and a waiver under the federal Drug Addiction Treatment Act to prescribe MAT for opioid use disorders.

Provide resources to fund the oversight, management, and evaluation of OUD abatement programs and inform future approaches.

Develop a government dashboard to track key opioid/and addiction-related indicators and supports as identified through collaborative community processes.

Provide funding for grant writing to assist already established community coalitions in securing state and federal grant dollars for OUD recovery capacity building and sustainability.