

STATE OF ALABAMA)
)
 FRANKLIN COUNTY) **FRANKLIN COUNTY COMMISSION**
) **REGULAR MEETING**
) **JUNE 20, 2023 8:30 AM**

PRESENT: Honorable Barry Moore, presiding as Judge of Probate and Chairman, and Messrs., Chris Wallace, Jason Miller, Joseph Baldwin, and David Hester as Members.

ALSO PRESENT: Revenue Commissioner Stratt Byars, Solid Waste Manager Gene Ward, Mark Latham of the Franklin County Sheriff’s Office, County Engineer Jason Baggett, Assistant County Engineer Caleb Sherill, Franklin County EMA Director Mary Glass, County Administrator Leah Mansell, County Attorney Roger Bedford, Randy Shultz, Scott Mugno, and John Pilati of the *Franklin Free Press*.

CALL TO ORDER

Chairman Barry Moore called the meeting to order.

INVOCATION

The meeting was opened in prayer by Member Chris Wallace.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Member David Hester.

ROLL CALL

Chairman Barry Moore stated that all Members are present.

PUBLIC COMMENTS

County Administrator Leah Mansell read a thank you card from Judge Moore and his wife Deedra thanking the Commission and Office ladies for a snack basket and prayers during Deedra’s recent surgery.

Chairman Moore stated that he needed to add to the agenda the FY24 ADECA Highway Safety Grant applications totaling \$1,588,823.36.

Chairman Moore stated that Bill has spoken to Mowrey Elevator Company and due to issues getting in touch with Certified Alarm and the elevator roof leaking, the elevator project won’t be completed at the end of June/early July. Mowrey can get some of the work completed then and finish it in December when the court system is off. Bill has assured us that the elevator is in good shape and should be fine until these repairs/upgrades are complete. We will have to amend the elevator contract probably in July to reflect these changes.

Chairman Moore recognized EMA Director Mary Hallman-Glass for receiving her Intermediate Level Emergency Manager Certificate.

Chairman Moore stated that he has received an application for a private family cemetery and as part of the approval process, it will be given to the Health Department.

Commissioner Baldwin stated that with the closure of the legislative session, 5 ACCA priority bills were signed into law.

EMA Director Mary Hallman-Glass stated she has an invoice from AlertSense for \$4,650 for the contract period that ends at the end of June that she needs help from the Commission to pay. She added that she has a few other companies as options for emergency alerts and would like to check into those. She asked for the authority to sign a contract (either with AlertSense or another company) to pick up when the AlertSense contract ends. Chairman Moore stated that this item would need to be added to the agenda as item number 9.

Chairman Moore stated that the Commission had approve the broadband application with the deadline for submission as June 30 and that will not change. He said that Friday afternoon, the Commission received an updated broadband map from Sain that include RDOF awards. He added that IAC suggested the commission extend the submission deadline with the new map but the commission is not extending the deadline. He stated that this would need to be added to the agenda as item number 10.

APPROVAL OF AGENDA

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to add item number 8 to the agenda concerning the FY24 Highway Safety Grants.

It is on motion of Mr. Joseph Baldwin, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to add item number 9 to the agenda concerning the current AlertSense invoice and authorizing the EMA Director to sign a contract (either with AlertSense or another company) to pick up when the AlertSense contract ends.

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to add item number 10 to the agenda concerning the revised broadband application map with the submission deadlines remaining the same.

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the overall agenda as presented to include additions.

APPROVAL OF MINUTES

It is on motion of Mr. Jason Miller, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the May 15, 2023 Regular Meeting Minutes.

APPROVAL OF BILLS

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller unanimously ordered, adjudged and decreed by the Board to approve the June bills for payment.

NEW BUSINESS

EMA

CDBG-CV GRANT BUDGET AMENDMENT

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace unanimously ordered, adjudged and decreed by the Board to approve the CDBG-CV Budget Amendment.

Amendment information as follows:

**RESOLUTION
AUTHORIZING AND APPROVING FORMAL AMENDMENT #2
FOR CDBG-CV GRANT #CV-NC-20-024**

WHEREAS, the Franklin County Commission received Community Development Block Grant-CV funds to prevent, prepare for, and respond to the COVID-19 pandemic and other infectious diseases,

AND WHEREAS, Franklin County's EMA has determined a storage building is needed to store supplies which require climate-controlled space,

AND WHEREAS, the purchase of said storage building constitutes a change to the approved scope of project work,

NOW THEREFORE BE IT RESOLVED:


1. Per Alabama CDBG Intergovernmental Policy Letter Number 2 (Revision 6), the Franklin County Commission recognizes a formal amendment is necessary to authorize the proposed change in scope to CDBG Project #CV-NC-20-024, and
2. The Chairman is duly authorized to sign all documents necessary for this formal amendment, and
3. Should the project exceed total CDBG-CV funding, the Franklin County Commission commits to provide local matching funds towards the project's completion.

Adopted this the 20th day of June 2023.

Attest:



Leah Mansell
County Administrator



Barry Moore
Chairman

Seal:





FRANKLIN COUNTY COMMISSION

P.O. Box 1028 • RUSSELLVILLE, AL 35653
PHONE (256) 332-8850 • FAX (256) 332-8855

Barry Moore, **Chairman**
Chris Wallace, **District I**
Jason Miller, **District II**
Joseph Baldwin, **District III**
David Hester, **District IV**
Leah Mansell, **Administrator**

June 20, 2023

Ms. Kathleen A. Rasmussen, Ph.D.
ADECA
P. O. Box 5690
Montgomery, AL 36103-5690

Re: Franklin County Commission
Formal Amendment Request #2 to CDBG-CV Project CV-NC-20-024

Dear Ms. Rasmussen,

A considerable portion of the CDBG-CV grant funds we were awarded have been used to purchase medical supplies, many of which require climate-controlled storage. For this reason, the Franklin County Commission and Franklin EMA have determined a storage building is needed to ensure the integrity of supplies is maintained for as long as needed. Such a purchase constitutes a scope of work change, thereby necessitating the completion and submission of a Formal Amendment request per Policy Letter No. 2, Revision 6.

The number of project beneficiaries, 17,430 of whom 9,100 (52.21%) are LMI, will remain unchanged by the proposed SOW change. Additionally, activity costs on the approved CDBG budget will remain unchanged since funds used to purchase the storage building and associated appurtenances will come from existing funds remaining in the "Equipment" line item. A RED letter confirming proper re-evaluation of the new SOW is enclosed, along with other submittals needed to request a Formal Amendment.

Thank you in advance for your continued support for Franklin County, and please contact me should questions arise.

Sincerely,

Barry Moore, Chairman

HIGHWAY DEPARTMENT

DECLARE 2022 VERMEER CHIPPER SURPLUS AND LIST ON GOVDEALS

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the 2022 Vermeer Chipper Surplus and List on GovDeals.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

June 8, 2023

Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Surplus Property
2022 Vermeer Tree Chipper

Dear Judge Moore:

I am recommending the following item be declared surplus property and listed on govdeals.com (see attached photos).

Equipment #	Year	Make	Model	VIN	Hours
8047	2022	Vermeer	BC1800XL	1VRY151Z9N1010411	9.2

If you have any questions or need any additional information, please inform me.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653



Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

**DECLARE 2021 TREEFROGG SKID STEER ATTACHMENT SURPLUS AND
LIST ON GOVDEALS**

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the 2021 Treefrog Skid Steer Attachment Surplus and List on GovDeals.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

June 8, 2023

Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Surplus Property
2021 Tree Frogg Skid Steer Attachment

Dear Judge Moore:

I am recommending the following item be declared surplus property and listed on govdeals.com (see attached photos).

Equipment #	Year	Make	Model	Hours
8048	2021	Tree Frogg	Skid Steer Attachment	<10

If you have any questions or need any additional information, please inform me.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

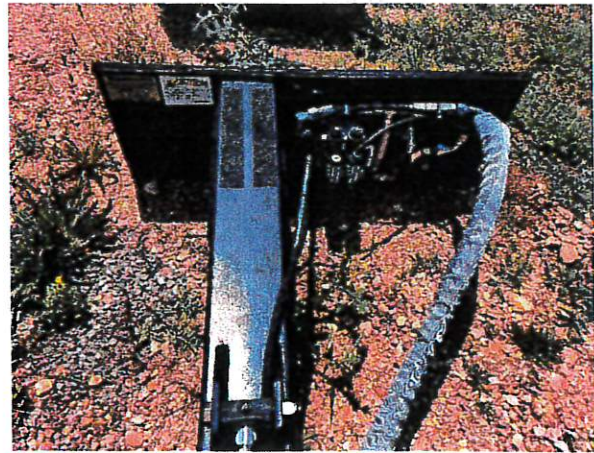
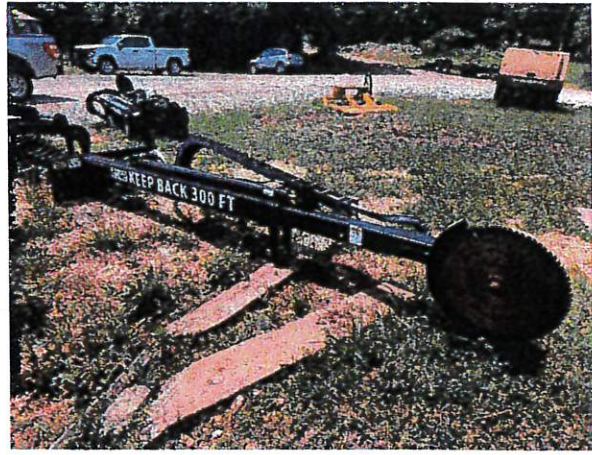
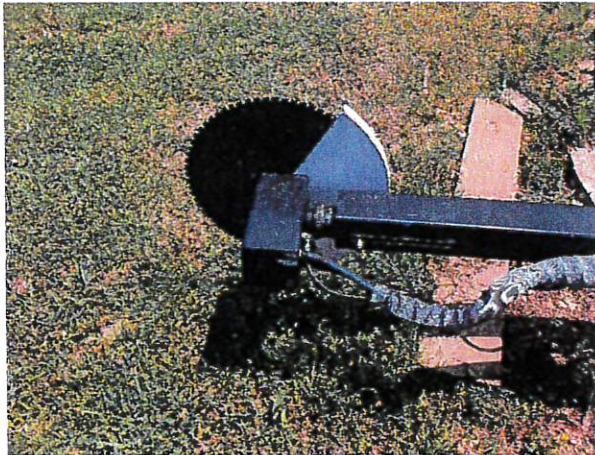
Cc: File

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653



Franklin County, Alabama - Recreation Paradise
Land of Bear Creek Lakes

ADEM ARPA GRANT APPLICATION

It is on motion of Mr. David Hester, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the ADEM ARPA Grant Application.

Application as follows:

RESOLUTION

County of Franklin
State of Alabama

WHEREAS, the County Commission of Franklin County, Alabama (the "Commission") is desirous of constructing or improving, by force account, by contract or both, stormwater management solutions on sections of roads included in the Franklin County Road System and described as follows:

Site No. 1 (Culvert Replacement on Hwy 91), Site No. 2 (Culvert Replacement on Hwy 91), Site No. 3 (Culvert Replacement Lake Bear Rd.), Site No. 4 (Culvert Replacement on Hwy 123), Site No. 5 (Culvert Repairs on Bell Rd.), Site No. 6 (Culvert Repairs on Lick Creek Dr.), Site No. 7 (Culvert Replacement on South Fork Rd.), and Site No.8 (Culvert Replacement on Hwy 16).

WHEREAS, Ala. Acts, Act No. 2023-1, allocated a portion of the State's American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds to be provided as state-wide matching grants for investments in water and sewer projects eligible under 31 CFR 35.6.(e)(1)(i), (ii), (iii), and (v), to include stormwater projects; and

WHEREAS, the Alabama Department of Environmental Management ("ADEM") is charged with the administration of the award of these funds to counties and other eligible entities; and

WHEREAS, ADEM has announced the availability of these funds for matching grants of up to \$150,000.00 per Alabama county to implement eligible stormwater projects; and

WHEREAS, the County intends to apply to ADEM for matching grant funding in the amount of \$150,000.00 for the construction of the above-referenced stormwater project; and

WHEREAS, the County wishes to commit sufficient funds and/or other resources to satisfy the thirty-five percent required local match for this grant funding.

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

1. The Commission hereby authorizes the submission of the grant application described herein and agrees to all of the provisions of any agreement which has been executed or will be executed covering the construction of the project and the award of grant funds by ADEM for the project.
2. The Commission further allocates and authorizes the use of up to \$100,000 of its own funds and/or other resources to be used for the construction of the project.

IN WITNESS WHEREOF, the Franklin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chair on the 20th day of June 2023



Chair, Franklin County Commission

HIRE TEMPORARY EMPLOYEE

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the hiring of employee Caden Watts as of June 12, 2023.

Letter as follows:

COUNTY ENGINEER
Jason Baggett



TELEPHONE - (256) 332-8434
EMAIL - jasonb@franklincountyal.org

Franklin County Highway Department
P.O. BOX 717
RUSSELLVILLE, ALABAMA 35653

June 8, 2023

Honorable Barry Moore
Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Full-Time Temporary Employment Notification

Dear Judge Moore:

It is my pleasure to inform you that Mr. Caden Watts will start as a full-time temporary employee on June 12, 2023. Mr. Watts will be paid \$10.00 per hour.

If you have any questions or need any additional information, please inform me.

Sincerely,

A handwritten signature in blue ink that reads "Jason Baggett".

Jason Baggett, PE
County Engineer

Cc: File

SOLICIT QUOTES FOR LOAN ON DUMP TRUCKS

It is on motion of Mr. Jason Miller, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve to solicit quotes for a loan on 2 Kenworth Dump trucks and authorize the Chairman, County Engineer and Commissioner Baldwin to review quotes and accept the lowest responsible bidder with the loan being officially approved in July's meeting.

SHERIFF'S OFFICE/JAIL

PART TIME, AS NEEDED CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the hiring of Renae Halbrooks part time, as needed as Corrections Officer/Dispatcher effective May 17,2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

May 16, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

After reviewing applications and conducting interviews, I am hiring Renae Halbrooks as a part time as needed Correction Officer / Dispatcher. Effective May 17, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "S.O.", written over a horizontal line.

Shannon Oliver
Sheriff

RESIGNATION OF CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the resignation of Corrections Officer/Dispatcher Jared Yancey as of May 23, 2023.

ADVERTISE FOR CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. David Hester, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the advertisement for Corrections Officer/Dispatcher.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

May 16, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am accepting Jared Yancey's resignation effective May 23, 2023. I am requesting that you advertise for a Correction/ Dispatcher position as soon as possible.

Sincerely,

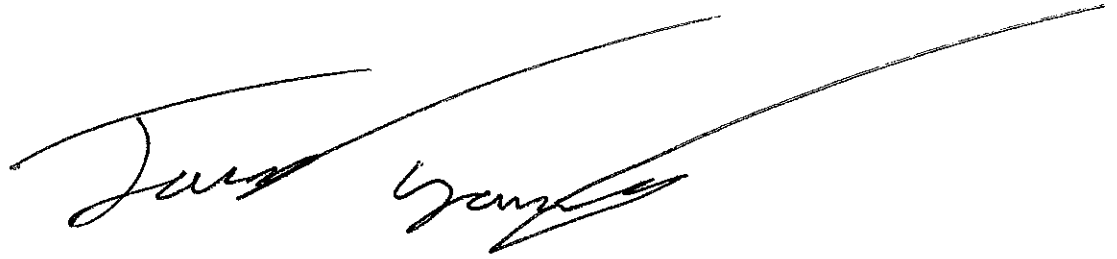
A handwritten signature in black ink, appearing to be "S.O.", written over the word "Sincerely,".

Shannon Oliver
Sheriff

JARED YANCEY

MAY 15TH 2023

This is my official 2 week notice, thank you for having me the past year and a half it was a learning experience for sure. I am very appreciative of everyone who works here and you all do. My last day will be Tuesday the 23rd of May.

A handwritten signature in black ink, reading "Jared Yancey". The signature is written in a cursive style with a long, sweeping underline that extends across the width of the signature.

HIRE TEMPORARY CORRECTIONS OFFICER/DISPATCHER

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the hiring of Corrections Officer/Dispatcher Donnie Ivey as a temporary Corrections Officer/Dispatcher, effective May 24, 2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

May 22, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am hiring Donnie Ivey as a temporary Correction Officer / Dispatcher. Effective May 24, 2023.

Sincerely,

A handwritten signature in black ink, appearing to be "S. Oliver".

Shannon Oliver
Sheriff

PROMOTION OF LIEUTENANT TO JAIL ADMINISTRATOR

It is on motion of Mr. David Hester, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to approve the promotion of Felisha Weeks from Lieutenant to Jail Administrator effective May 14, 2023.

Letter as follows:



SHANNON OLIVER
SHERIFF

FRANKLIN COUNTY SHERIFF'S OFFICE

748 WALNUT GATE ROAD
RUSSELLVILLE, ALABAMA 35654

OFFICE 256-332-8811
JAIL 256-332-8425
FAX 256-332-8816

May 22, 2023

Barry Moore, Chairman
Franklin County Commission
PO Box 1028
Russellville, AL 35653

Gentlemen,

I am promoting Felisha Weeks from Lieutenant to Jail Administrator.
Effective May 14, 2023.

Sincerely,

A handwritten signature in black ink, appearing to read "S.O.", written over a horizontal line.

Shannon Oliver
Sheriff

REVENUE COMMISSION

ERRORS AND INSOLVENCIES

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to give the Chairman the authority to sign the Errors and Insolvencies for 2022.

Errors and Insolvencies as follows:

SOLID WASTE

RESOLUTION AUTHORIZING LATCF FUNDS FOR LEGAL ADVICE

It is on motion of Mr. Jason Miller, second by Mr. David Hester, unanimously ordered, adjudged and decreed by the Board to approve the resolution authorizing LATCF funds for legal advice.

Resolution as follows:

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

WHEREAS, Franklin County, Alabama (the "County") has received an award from the American Rescue Plan Act Local and Tribal Consistency Funds ("LATCF Funds") and is charged with ensuring that such funds are expended in accordance with state and federal law; and

WHEREAS, the County may expend LATCF Funds for programs, services, and capital expenditures to fulfill a governmental purpose; and

WHEREAS, the provision of solid waste management services and facilities, and the ability to update and amend existing plans related thereto, serves a governmental purpose to provide for the health and well-being of residents in the County, as well as proper resource management; and

WHEREAS, the County has identified Balch and Bingham, LLP to provide special legal representation relating to legal obligations, including research and development of obligations and procedures, as well as potential amendments to the existing solid waste plan; and

WHEREAS, Balch and Bingham, LLP was engaged on April 11, 2023, by the County consistent with state law and federal procurement standards applicable to LATCF Funds.

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

- 1) The County shall use up to \$8,000.00 of LATCF Funds to engage Balch and Bingham as special legal representation to fulfill the governmental purpose described herein.
- 2) Leah Mansell, County Administrator is hereby authorized to expend these funds to purchase services as described herein as set forth in the agreement dated April 11, 2023.
- 3) Expenditure of these funds, as authorized by this Resolution, shall be contingent on the continued appropriation and availability of LATCF Funds for this purpose.

IN WITNESS WHEREOF, the Franklin County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on the 20th day of June, 2023.



Chairman, Franklin County Commission

BID LANDFILL SCALE REPLACEMENT

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the bid landfill scale replacement.

ADEM RIGHT OF WAY CLEANUP GRANT

It is on motion of Mr. Joseph Baldwin, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to give the Chairman the authority to sign ADEM Right of Way Cleanup Grant.

Grant as follows:

LANCE R. LEFLEUR
DIRECTOR



Kay Ivey
GOVERNOR

Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

May 16, 2023

CERTIFIED MAIL NO. 9489 0090 0027 6355 4377 26

Barry Moore, Chairman
Franklin County Commission
P.O. Box 1028
Russellville, AL 35653

RE: Interagency Cooperative Agreement
Remediation of solid waste along the right of way within Franklin County, Alabama

Dear Chairman Moore:

The Alabama Department of Environmental Management (ADEM) is offering a new county right of way grant program opportunity that allows for the collection of regulated solid waste along the county right of way. This Grant has similarities to the Scrap Tire Right of Way program; however, there are different requirements.

Please find the enclosed Scope of Services and Interagency Cooperative Agreement between ADEM and the Franklin County Commission for your consideration and signature. This agreement will not be considered executed until it is signed and returned to the Department signed. Once executed, this agreement will remain valid from the date of execution to September 30, 2026.

After the execution of the contract, Franklin County may begin submitting requests for payment for pre-approved projects to the Department within thirty (30) days after each project completion, as specified in the Scope of Services. The intent is for the County to submit these requests under the Unauthorized Dump Right of Way (UDROW) portion of their Dashboard in the Alabama Environmental Permitting and Compliance System (AEPACS). A user's guide for managing your Interagency Cooperative Agreement utilizing AEPACS and UDROW will be provided at a later date.

If you would like to discuss this new program further, please contact Brenton Jennings at 334-271-7729 or by email at Brenton.Jennings@adem.alabama.gov or Matthew Boggan at 334-271-7978, by email at rmboggan@adem.alabama.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. J. Cruise', is written over a light blue horizontal line.

Michael J. Cruise, Chief
Removals and Response Unit
Environmental Services Branch
Land Division

MJC/btj/jcm

Enclosure

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

CONTRACTUAL AGREEMENT BETWEEN
FRANKLIN COUNTY COMMISSION
AND THE ALABAMA DEPARTMENT
OF ENVIRONMENTAL MANAGEMENT

This Agreement is entered into between Franklin County Commission (Contractor) and the Alabama Department of Environmental Management (Department). This Agreement will provide for the collection, management, disposal, and/or offering for beneficial use of regulated solid waste, funded by the Solid Waste Fund, for worked performed within the State of Alabama.

The parties hereto agree as follows:

1. Scope of Services

The Contractor will provide services as set out in the Scope of Services, which is included with this Agreement as Attachment A, and which is incorporated as if fully set out herein.

2. Payment

A. The Department agrees to reimburse the Contractor an amount not to exceed \$150,000 for the services performed under this Agreement. Unless otherwise specified in the work-plan, mileage, travel and per diem costs will be reimbursed in accordance with state law.

B. The Contractor shall submit invoices per the Alabama Environmental Permitting and Compliance System (AEPACS) on an "as needed" basis to the Department for actual cost incurred. The final invoice shall be submitted within thirty (30) days of the expiration of this Agreement.

C. For items with a value from \$1,000.00 to \$24,999.99, three such quotes or attempts for quotes must be obtained. The purchase of any items or the execution of any contract shall comply with the Alabama Procurement Law Sections 41-4-110 et. seq. of the Code of Alabama, as amended.

D. This agreement may be terminated or suspended in whole or in part in writing by the Department in the event of substantial failure by the Contractor to fulfill its obligations under the agreement. Termination of the agreement will be controlled by the terms of Section 4 below. A suspension of the agreement may not be effected unless the Contractor is given: (i) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to suspend; and (ii) an opportunity for consultation with the suspending party prior to the suspension.

Upon receipt of a notice of termination pursuant to Section 4 or suspension under Paragraph D of this Section, the Contractor shall: (i) promptly discontinue all effected work (unless the notice directs otherwise), and (ii) deliver or otherwise make available to ADEM all data, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the county in performing the contract, whether completed or in process. The Contractor shall be entitled to compensation for satisfactory work completed under the agreement.

3. Term of Agreement

All work performed under this Agreement shall begin on the date on which this Agreement is executed and shall terminate on September 30, 2026. This Agreement is conditioned upon the receipt of sufficient funds from the Alabama Legislature and/or the Solid Waste Fund and is subject to termination in the event of proration of the fund from which payment under this Agreement is to be made. If the term of this Agreement extends beyond one fiscal year, this Agreement is subject to termination in the event that funds are not appropriated for the continued payment of the contract in subsequent fiscal years. This Agreement may be amended by the mutual written agreement of both parties.

4. Termination of Agreement for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Department shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, any finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement.

5. Termination for Convenience of the Department

The Department may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination and under the same conditions as herein set forth for the Department, the Contractor may cancel this Agreement. In the event of cancellation, all finished or unfinished studies, reports or other work by the Contractor shall, at the option of the Department, become its property. If the Agreement is terminated by the Department as provided herein, the Contractor shall be paid for all work satisfactorily completed prior to termination.

6. Changes

The Department may, from time to time, require changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increases or decreases in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Department and the contractor shall be incorporated in written amendments to this Agreement.

7. Title VI and Equal Employment Opportunity

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements of the U. S. Environmental Protection Agency (hereinafter called "EPA") issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this contract.

There shall be no discrimination against any employee who is employed in the work covered by this Agreement, or against any applicant for such employment, because of race, color, religion, sex, national origin, age, or disability covered by the Americans with Disabilities Act. This provision shall include, but not be 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. The Contractor shall insert a similar provision in all subcontracts for services covered by this Agreement.

8. Interest of Members of the Department and Others

No officer, member or employee of the Department and no members of the Environmental Management Commission, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

9. Assignability

The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Department.

10. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Agreement which the Department requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the Department, unless such confidentiality would be contrary to the law of the State of Alabama or the United States.

11. Acknowledgment

Videos, films, computer disks, printed information or other materials produced for dissemination under this agreement must include the Department's logo, prominently displayed, along with the following acknowledgment:

"This project was funded or partially funded by the Alabama Department of Environmental Management."

12. Reproducible Materials

Any printed information, photographs or art works delivered to the Department under this agreement shall be camera ready and/or computer ready as appropriate. The master tape of any video or audio productions will be delivered to the Department in an immediately reproducible form. Any computer program generated under this agreement will be delivered to the Department in an original and immediately reproducible form.

13. Officials Not to Benefit

No member of or delegate to the Congress of the United States of America, and no resident commissioner, shall be admitted to any share or part hereof or to any benefit to arise herefrom.

14. Copyright

No reports, maps, or other documents or products produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the contractor.

15. Audits and Access to Records

The Contractor agrees to abide by the requirements of the federal Single Audit Act and OMB's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (commonly called Uniform Guidance). When financial statements are prepared, and an audit is performed as a result of OMB Uniform Guidance requirements the Contractor shall provide the Department with a copy of its audit report covering the period of this contract within thirty (30) days of receipt by the Contractor of the auditor's report.

If OMB Uniform Guidance is applicable the Contractor agrees that the comptroller General of the United States or any of his/her duly authorized representatives, the Secretary of Commerce or any of his/her duly authorized representatives, the Director of ADEM or any of his/her duly authorized representatives, and the Chief Examiner of the Department of Examiners of Public Accounts and any of his/her duly authorized representatives shall, until the expiration of three (3) years from the date of submission of the final financial report, have access to and the right to audit, examine, and make excerpts or transcripts from any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees to provide access to any or all documents, papers, records, and directly pertinent books of the Contractor involving transaction related to this Agreement upon written request from the Director of ADEM.

16. Taxes

The Contractor is responsible for reporting and making payment of any applicable federal and state taxes which may be due as a result of payments received pursuant to this Agreement.

17. Contractor Not Entitled to Merit System Benefits

In the case of Non-State Agencies under no circumstances shall the Contractor or any of its employees be entitled to receive the benefits granted to State employees under the Merit System Act by reason of this Agreement.

18. Not to Constitute a Debt of the State/Settlement of Claims

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 contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

19. Requisite Reviews and Approvals

Franklin County Commission acknowledges and understands that this contract is not effective until it has received all requisite state government approvals and Franklin County Commission shall not begin performing work under this contract until notified to do so by the Alabama Department of Environmental Management. Franklin County Commission is entitled to no compensation for work performed prior to the effective date of this contract.

20. Immigration Affirmation

By signing this contract, 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.

21. Prohibition against Boycotting by Contractors

In compliance with Act 2016-312, the Contractor hereby certifies 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.

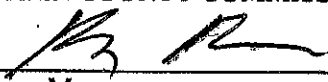
22. Suspension and Debarment

The Contractor certifies to the best of its knowledge and belief that it and the principals are in compliance with the requirements of 2 CFR 180.335 and understands that falsely representing this certification by accepting the terms and conditions of this contract may result in the rejection of this proposal or termination of the award.

23. No Funds for Lobbying Clause.

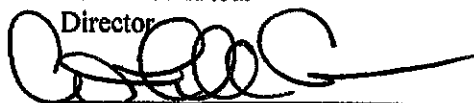
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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. 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 agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

FRANKLIN COUNTY COMMISSION

By: 
Barry Moore,
County Commission Chairman

ALABAMA DEPARTMENT OF
ENVIRONMENTAL MANAGEMENT

By: 
Lance R. LeFleur
Director


As to Legal Form

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this the 8 day of June, 2023.

ATTACHMENT A

SCOPE OF SERVICES

This Scope of Services applies to the collection, management, recycling, and disposal of regulated solid waste funded by the Alabama Solid Waste Fund. The associated contractual agreement shall reimburse expenses associated with the services described below up to **\$150,000** for the duration of the contract or until the contract is otherwise modified or terminated.

The Franklin County Commission shall furnish all necessary labor, supervision, equipment, tools, materials, supplies, and any other items or activities related to providing the following services:

1. The collection of non-hazardous regulated solid waste (as defined by ADEM Admin. Code r. 335-13), to exclude scrap tires and scrap tire materials, from county right-of-way locations [Note: The collection and proper disposition of scrap tires and scrap tire materials may be managed under the Scrap Tire Right-of-Way Program in Sections 1 and 4 of the program's Scope of Services.]:
 - A. The collection or removal of hazardous waste (as defined in ADEM Admin. Code r. 335-14) is strictly prohibited under this scope of service. If hazardous waste is discovered during the execution of a project, the project shall be halted and the waste reported to the Department immediately for its consideration.
 - B. To be eligible for reimbursement under this scope of services, the above-referenced locations (sites) must contain a minimum of five (5) cubic yards of regulated solid waste but not more than 25 cubic yards of regulated solid waste and fall within a 100-foot radius of the centerline of the county road. All qualifying sites must be submitted to the Department for approval with location information (such as addresses, road names, and GPS coordinates) and photographic evidence before remediation can take place.
 - C. Only those qualified and approved sites, as per Section 1.B, located on the county right-of-way can be addressed under this scope of service.
2. Upon project completion, all regulated solid waste collected from the county right-of-way site shall be transported to an approved landfill unit or legitimate recycling facility as approved by the Department.
3. The County may establish monitored collection center(s) (i.e. roll of containers) for regulated solid waste collected from the ROWs within its jurisdiction. Such collection centers will be subject to prior approval by the Department and will be subject to certain requirements and limitations.
4. The County will conduct site restoration activities to minimize erosion in those areas where soils have been disturbed by heavy machinery, if required.
5. The County will submit to the Department, after each project completion in the corresponding quarter, a Payment Request and supporting documentation for the

collection, management, recycling, or disposal of all collected regulated solid waste from the county right-of-way:

- A. The County shall use the Alabama Environmental Permitting and Compliance System's (AEPACS) external portal to receive and submit all documentation associated with this program going forward (see Condition 4.B.). All counties, County Commissioners, and their authorized representatives enrolled in the Unauthorized Dump Right-of-Way Program will be given access to the AEPACS portal and instructions on how to use the external portal to complete and submit their required documentation.
 - B. The payment request must include, at a minimum, the following: appropriate disposal and recycling receipts, labor and equipment breakdown and costs, current industry standard equipment rates, post-remediation photography, and any documents deemed by the Department to be relevant to the clean-up, recycling, or disposal of regulated solid waste.
 - C. The Department will neither accept nor approve payment requests submitted outside of the current fiscal year unless submitted for the fourth quarter of that current fiscal year.
 - D. Project reimbursement must be submitted within the quarter or no more than 30 days after which the work was completed.
6. The Department reserves the right to withhold reimbursement for any services deemed unrelated to the collection, management, recycling, and disposal of regulated solid waste such as overtime or weekend hours, supplementing of county employee salary, unreasonable equipment or employee costs, or any other cost deemed by the Department to be unrelated to the collection, disposal, and recycling of regulated solid waste. The Unauthorized Dump Right-of-Way Program was established as a courtesy to help counties offset the costs associated with the removal of regulated solid waste found along their county right-of-ways. Before submitting a Payment Request, the responsible county personnel should contact the Department with questions regarding acceptable reimbursements.

This agreement shall remain valid from the date of execution of the interagency cooperative agreement until September 30, 2026.

UPDATE PAY SCALES, JOB DESCRIPTIONS AND PERSONNEL POLICIES

It is on motion of Mr. Chris Wallace, second by Mr. Joseph Baldwin, unanimously ordered, adjudged and decreed by the Board to table the update the pay scales, job descriptions, and personnel policies until the final quote from UNA is received.

**UPPER BEAR CREEK WATER, SEWER AND FIRE PROTECTION DISTRICT
APPOINTMENT**

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the reappointment of Bart Moss to the Upper Bear Water, Sewer, and Fire Protection district board.

Letter as follows:

Leah Mansell

From: Barry Moore <bmilitary2004@yahoo.com>
Sent: Monday, June 5, 2023 5:16 PM
To: Leah Mansell
Subject: Fwd: Upper Bear Creek Waterboard

Sent from my iPhone

Begin forwarded message:

From: Bart Moss <bartmoss22@gmail.com>
Date: June 5, 2023 at 4:12:48 PM CDT
To: Barry Moore <bmilitary2004@yahoo.com>
Subject: Upper Bear Creek Waterboard

Judge Moore,

I am writing to you and the Franklin County Commission to express my interest in renewing my term on the Upper Bear Creek Waterboard. I have served on the Board for four years and I am now the member with the most seniority. It has been a pleasure to serve as the Commission's representative to help the people of Franklin County who are served by the Upper Bear Creek Water Authority. Thank you for your time and consideration.

Bart Moss

HIGHWAY SAFETY GRANT APPLICATIONS

It is on motion of Mr. David Hester, second by Mr. Chris Wallace, unanimously ordered, adjudged and decreed by the Board to approve the Highway Safety Grant applications for FY24.

Grants as follows:



North-Central Alabama Highway Safety Office

P.O. Box 1300 203 South Carroll Street
Russellville, AL 35653

Funded by NHTSA/ADECA Law Enforcement Traffic Safety Division

Phone: 256-332-1138 or 256-332-1144

FAX: 256-332-1107

MEMORANDUM

June 12, 2023

TO: Leah Mansell, Franklin County Administrator

FROM: Eddie Russell, NAHSO Project Director 

RE: ADECA Traffic Safety Grant Application(s) submitted for the following 2023-2024 Funding Cycle

Leah,

The following Traffic Safety Grant applications and Requested Amounts for the 2023-2024 Funding Cycle have been submitted to ADECA/LETS Division for funding beginning October 01, 2023.

<u>Project Name</u>	<u>\$ Amount Requested</u>
402 CTSP Administrative Project	\$213,220.36
402 STEP Project	\$1,031,579.00
NAHSO Impaired Driving Hotspot Project	\$236,025.00
NAHSO Safety Belt Project	\$ 52,632.00
NAHSO "Drive Sober Or Get Pulled Over" Project	<u>\$ 55,367.00</u>
Overall Total	\$1, 588,823.36

Thank you for your continued support of the highway traffic safety programs in the North Alabama area.

ALERTSENSE INVOICE AND APPLICATION FOR RENEWAL

It is on motion of Mr. Joseph Baldwin, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to pay the current AlertSense invoice of \$4,650 and give the EMA Director the authority to sign a new contract for emergency alerts after checking other options.

Invoice as follows:



Accounts Receivable
 500 E Shore Dr, Ste 240
 Eagle, ID 83616

Invoice

Bill To

Franklin County
 12951 Highway 187
 Russellville, AL 35653

Date	Invoice #
5/16/2023	17832
Region ID	1431

P.O. No.	Terms	Due Date	Beg. Service Period	End Service Period	
	Net 45	6/30/2023	07/01/2022	06/30/2023	
Description			Qty	Rate	Amount
AlertSense Core * AlertSense PUBLIC * AlertSense IPAWS * AlertSense INTERNAL Recipients, Users, and Administrators * Unlimited Administrators, Internal Users, Public & Subscribers * Unlimited Number of Groups and Subgroups * 1 COG (Collaborative Operating Group) Notifications and Alerts * IPAWS (WEA, EAS, COG to COG Alerts) - Unlimited * Mobile App - Unlimited * Email - Unlimited * Standard Text (SMTP) - Unlimited * Priority Text (SMS) - Up to 50,000 annually : Additional text billed at \$0.10 per message * Voice Minutes - Up to 2,000 annually: Additional mins billed at \$0.10 per message Usage between 07/01/2022 - 04/30/2023 Voice: 0 SMS: 108,429 Overage: 58,429 - Overage bill of \$5,842.90 was waived as a courtesy this year as per to Edina's conversation with Mary regarding how SMS character count when sending messages.			58,429	4,650.00	4,650.00
				0.00	0.00

Please remit payment to our A/R dept at the above address. For questions please Email AR@konexus.com.

Subtotal	\$4,650.00
Sales Tax (0.0%)	\$0.00
Total	\$4,650.00
Payments/Credits	\$0.00
Balance Due	\$4,650.00

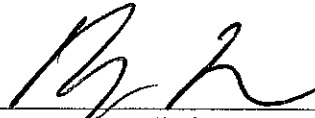
REVISED BROADBAND APPLICATION MAP

It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, unanimously ordered, adjudged and decreed by the Board to approve the revised broadband map in addition to the original map for the broadband application with the deadlines of June 23 at 2:00 for questions and June 30 at 2:00 for applications.

Map as follows:

ADJOURNMENT

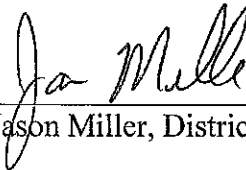
It is on motion of Mr. Chris Wallace, second by Mr. Jason Miller, that the meeting be adjourned.



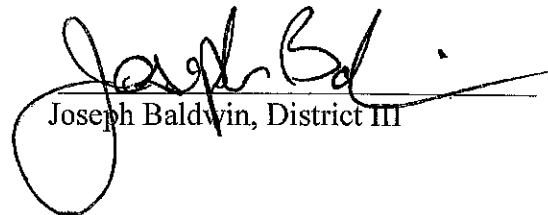
Barry Moore, Chairman



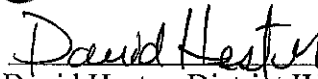
Chris Wallace, District I



Jason Miller, District II



Joseph Baldwin, District III



David Hester, District IV