

TUSCALOOSA COUNTY COMMISSION
MEETING
MARCH 25, 2020

TUSCALOOSA COUNTY §
STATE OF ALABAMA §

This being the date and hour to which the Tuscaloosa County Commission adjourned, the County Commission met pursuant to such adjournment with Probate Judge Rob Robertson presiding as Chairman. The following members were present:

Stan Acker
Jerry Tingle
Mark C. Nelson
Reginald Murray

Commissioner Stan Acker moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to approve the minutes of March 4, 2020 and March 16, 2020.

Commissioner Jerry Tingle moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to appoint Mr. Jheovanny Gomez and Ms. Jessica Harrison to the Department of Human Resources Board. Their terms expire September 1, 2026 and September 1, 2022 respectively.

Commissioner Stan Acker moved, seconded by Commissioner Jerry Tingle, the County Commission voted unanimously to reappoint Mr. Gary Falls and Mr. Curtis Travis to the PARA Board. Their terms expire October 1, 2021 and October 1, 2022 respectively.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to appoint Commissioner Stan Acker and Commissioner Mark C. Nelson to the Library Authority. Their terms expire November 1, 2023.

Commissioner Stan Acker moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to reappoint Ms. Vernita Garriott to the Ability Alliance of West Alabama Board. The term will expire February 1, 2026.

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to table the Buhl, Elrod, Holman Water Board appointments until nominations have been received.

Commissioner Jerry Tingle moved, seconded by Commissioner Reginald Murray, the County Commission voted unanimously to adopt a resolution approving and accepting the preliminary plat submission on Lake Wildwood Subdivision, resurvey of lots 67 and 68, in District II.

Exhibit 3-1, Page

Commissioner Reginald Murray moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve the warrants issued to cover Tuscaloosa County's expenditures for February 2020.

Exhibit 3-2, Page

Commissioner Reginald Murray moved, seconded by Commissioner Mark C. Nelson, the County Commission voted unanimously to grant a 90-day demolition extension to the property owner of 6319 Pearson Cr., District IV, who is in the process of bringing the property to code.

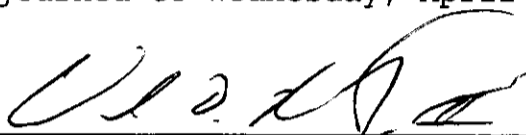
Upon request by County Attorney Robert Spence, Commissioner Mark C. Nelson moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a cooperative agreement for public infrastructure projects with the City of Tuscaloosa.

Exhibit 3-3, Pages

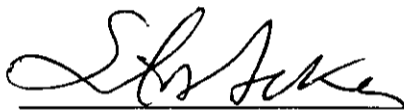
Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$5,000.00 from the District II development fund to the Town of Vance for the final material for the ballpark.

Commissioner Jerry Tingle moved, seconded by Commissioner Stan Acker, the County Commission voted unanimously to approve a funding request in the amount of \$5,000.00 from each of the four district's development fund (\$1,250.00 each) to Community Services for the Meals on Wheels program.

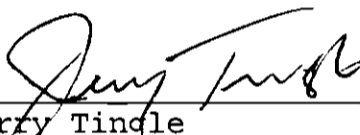
There being no further business to come before the Tuscaloosa County Commission, the meeting adjourned to Wednesday, April 8, 2020.



Rob Robertson
Judge of Probate
Chairman Tuscaloosa County Commission



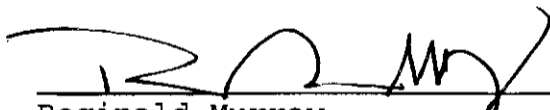
Stan Acker
Commissioner - District I



Jerry Tingle
Commissioner - District II



Mark C. Nelson
Commissioner - District III



Reginald Murray
Commissioner - District IV

STATE OF ALABAMA §

TUSCALOOSA COUNTY §

RESOLUTION ACCEPTING PRELIMINARY PLAT

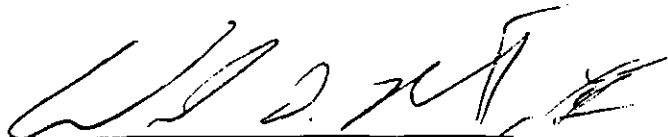
**Lake Wildwood
Resurvey of Lots 67 and 68**

WHEREAS, the County Engineer has reported to the Tuscaloosa County Commission that the developer has complied with all Tuscaloosa County Subdivision related to the preparation and presentation of a preliminary plat for a new development or the extension of an existing development; and

WHEREAS, the Tuscaloosa County Commission has been presented with the preliminary plat and accompanying information, and determines that there is no just reason to withhold approval of the preliminary plat.

NOW, THEREFORE, IT BE RESOLVED BY THE TUSCALOOSA COUNTY COMMISSION that the preliminary plat recommended for approval by the Tuscaloosa County Engineer is approved and accepted

Approved and accepted at our regularly scheduled meeting on this the 25th day of March, 2020.



Ward D. "Rob" Robertson III, Chairman
Tuscaloosa County Commission




Melvin L. Vines
County Administrator

EX 3-1

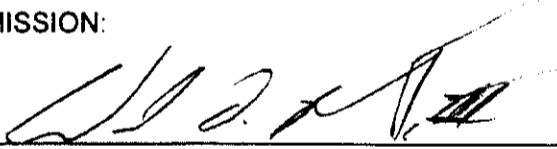
MONTH OF: FEBRUARY , 2020

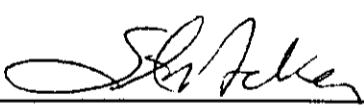
FUND	CHECK NUMBERS	AMOUNT	
001 GENERAL FUND SPECIAL SALES TAX	44692-45124	\$5,001,933.52	
112 ROAD & BRIDGE	14262-14450	\$1,813,897.20	
116 CAPITAL IMPROVEMENT			
117 RRR GAS TAX			
120 REAPPRAISAL	3753-3771	\$167,454.41	
160 COMMUNITY DEVELOP	1861-1863	\$3,008.83	
710 PAYROLL-CHECKS	96943-96984	\$1,782,009.08	
	65617-65656	\$58,336.98	
	PAYROLL-DIR DEP	26527-27464	\$1,338,040.80
720 EXCESS LAND SALES	478-481	\$34,192.41	
730 FIDUCIARY			
750 PISTOL PERMIT	11566-11613	\$56,572.28	
780 E911			
781 GAS TAX BONDING			
783 GENERAL LIABILITY			
783 WORKMEN'S COMP	197, 7036-7058	\$18,918.77	
783 HEALTH INSURANCE			
784 TAX COLL SPECIAL			
785 TAX ASSR SPECIAL			
786 MFG HOMES			
787 MOTOR VEH TRAINING			
		<hr/>	
		\$10,274,364.28	

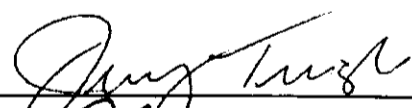
CHECKED BY: 


WILLIAM M. LAMB, CHIEF FINANCIAL OFFICER

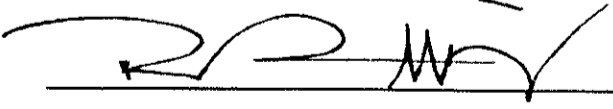
APPROVED BY TUSCALOOSA COUNTY COMMISSION:

CHAIRMAN, ROB ROBERTSON 

COMMISSIONER, STAN ACKER 

COMMISSIONER, JERRY TINGLE 

COMMISSIONER, MARK C. NELSON 

COMMISSIONER, REGINALD MURRAY 

03-2

FORM PREPARED BY:
City of Tuscaloosa
Office of the City Attorney

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**COOPERATIVE AGREEMENT FOR PUBLIC INFRASTRUCTURE
REPAIR, REHABILITATION, AND CONSTRUCTION
(A19-0582)**

THIS AGREEMENT made and entered into on this the 25th day of March, 2020, by and between the CITY OF TUSCALOOSA, a Municipal Corporation, of the State of Alabama (hereinafter sometimes referred to as "City" or "the City"), and TUSCALOOSA COUNTY, ALABAMA, a political subdivision of the State of Alabama (hereinafter sometimes referred to as "County" or "the County"):

WHEREAS, the County and the City believe that cooperatively working together for repair, rehabilitation and construction on public infrastructure projects will benefit the prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public; and

WHEREAS, the County and the City wish to enter into an agreement, pursuant to respective statutory authority, whereby the parties will share in the cost of certain infrastructure projects involving repair, rehabilitation and construction, subject to certain terms and conditions as delineated in this agreement.

W-I-T-N-E-S-S-E-T-H:

NOW THEREFORE, for and in consideration of the sums herein stated and other good and valuable mutual consideration moving between the parties and as particularly set forth herein, the parties hereto agree as follows:

I. DESCRIPTION OF COOPERATION

The Cooperative Project shall generally consist of certain repair, rehabilitation, and construction of public infrastructure. Such projects must be identified by both the City and County. For the City, all cooperative projects must be approved by the applicable department head with budgetary approval by Accounting and Finance. For the County, approval must be given by the County Engineer. In further

23-3

consideration of the cooperation, the indemnity provision attached as Exhibit "A" applies to this agreement. For each Cooperative Project, the Cooperative Project Approval Form which is attached hereto as Exhibit "B" must be completed and executed by said department heads and the Tuscaloosa County Engineer prior to the commencement of any Cooperative Project.

II. AUTHORITY

The parties are acting in regard to this agreement according to the rights, duties, and authorities granted to them by law including without limitation the provisions of the Ala. Code §41-16-21.1, as well as any other applicable law. The parties further agree that the Project and their respective expenditures are in their respective best interests and are for the promotion of the public health, safety, security, prosperity and general welfare of the community and will confer a public benefit of a reasonably general character to a significant part of the public.

III. RESPECTIVE DUTIES OF BOTH PARTIES

After approval by the appropriate individuals as identified in Section 1 above, and depending upon the specific project undertaken, either the County or the City will undertake repair, rehabilitation or construction of public infrastructure items. If either the County or City utilizes a contractor to perform such work on public infrastructure, then the contracting governmental agency affirms that the procurement of the contractor complies with all applicable state laws.

Upon completion of the project by the responsible governmental agency, then an invoice detailing the costs to the other governmental agency shall be prepared and delivered to the appropriate representative of the government not performing the work. Said invoice shall be reviewed and, if in conformity with the approvals contained in Section 1 above, shall be paid within 45 days of presentation for payment.

Provided, however, nothing herein contained shall relieve each party from its legal obligation and responsibility it has pursuant to applicable laws, for the maintenance and operation of its public infrastructure constructed pursuant to this cooperative agreement.

EX 3-3

IV. TIME

Projects identified by the processes within this cooperative agreement shall begin as soon as is practicable after the execution of this agreement. In no event should any Project commence prior to the completion and execution of the Cooperative Project Approval Form. Time is of the essence with regard to this Agreement.

V. TERMINATION

Each party to this agreement shall have the right to terminate the same for a material breach thereof by another party to perform in accordance with the terms and conditions herein. Under such circumstances, the breaching party or non-conforming party shall have thirty (30) days to cure said breach after written notice thereof. Should the breaching party fail to cure within thirty (30) days, then the non-breaching party is relieved from all obligations pursuant to the terms and conditions of this agreement and all funds will be refunded accordingly.

VI. NOTICES

All notices provided herein or which need to be given in connection with the performance of any obligation or condition of this agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight delivery to the following:

Tuscaloosa County: Scott Anders
Tuscaloosa County Engineer
2810 35th Street
Tuscaloosa, Alabama 35401

City of Tuscaloosa: Tera Tubbs, Executive Director
Infrastructure and Public Services
2201 University Boulevard
Tuscaloosa, Alabama 35401

With a copy to: Glenda Webb, City Attorney
Office of the City Attorney
2201 University Blvd.
Tuscaloosa, AL 35401

EX 3-3

VII. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries; no person not a party to the Agreement may claim benefits under the Agreement.

VIII. SEVERABILITY

It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining and valid covenants or conditions herein unless such invalidity renders performance of the essential elements of the contract impossible.

IX. MISCELLANEOUS CLAUSES

Representations and Warranties: Each party to this Agreement represents and warrants to the other parties as follows:

- a. That it is a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
- b. That each has full power and capacity to enter into this Agreement.
- c. That to the extent required, each party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.
- d. That each party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the party to the terms and conditions hereof.
- e. That, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same.
- f. That there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the-terms and conditions of this Agreement.

EX 3-3

g. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

h. That, under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this Agreement.

i. That the execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.

j. That this Agreement constitutes the legal, valid and binding obligation of each party and is enforceable against such party in accordance with its terms, except in so far as the enforceability thereof may be limited by: (i) bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights and (ii) general principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

EX-3-3

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement without regard to conflict of laws principles.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

EX3-3

Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

No Consent to Suit: None of the provisions of this Agreement shall constitute a waiver of the County's immunity from suit or its consent to suit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

CITY OF TUSCALOOSA, A Municipal Corporation

By: Walter Maddox
Walter Maddox, Mayor

ATTEST:

Debby K Clements
Asst. City Clerk

TUSCALOOSA COUNTY, ALABAMA,
A Political Subdivision of the State of Alabama

Ward D. Robertson
Ward D. Robertson, Chairman
Tuscaloosa County Commission

ATTEST:

Melvin L. Vines
Melvin L. Vines
Tuscaloosa County Administrator

EX 3-3

Exhibit A

INDEMNITY PROVISION:

To the maximum extent permitted by law, each party agrees to save and hold harmless, indemnify and defend the other party, its elected officials, officers, agents, employees, contractors, subcontractors, representatives and any other party, and the respective departments of the governmental body, from and against any and all claims, demands, losses, costs, expense or liability including attorney's fees and litigation costs attributable to damage to or destruction of property, including but not limited to personal property, or health, sickness, disease, safety, bodily injury, personal injury or death claims caused by, arising out of, resulting from, or occurring in connection with any Cooperative Project, regardless of the fault, breach of contract, or negligence of the party, its elected officials, officers, agents, employees, contractors, subcontractors, representatives, and any other party.

EX 3-3

EXHIBIT "B"

COOPERATIVE PROJECT APPROVAL FORM

1) Project Description: _____

2) Title. The working title for the project is _____

3) Funding and Budget: _____

4) Project Schedule. _____

5) Technical Specifications. _____

Accepted and Approved this the ____ day of _____, 20__.

City of Tuscaloosa:

Witness

Title: _____

Date

Witness

Title: _____

Date

Tuscaloosa County:

Witness

Title: _____

Date

EX-3-3