

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama at 5:00 p.m. on the 10<sup>th</sup> day of December, 2018. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

|                      |                          |
|----------------------|--------------------------|
| Danny Pettus         | Chairman                 |
| Roger Garner         | Commissioner, District 1 |
| Brad Holmes          | Commissioner, District 1 |
| Joe Hackworth        | Commissioner, District 2 |
| Fay Parker           | Commissioner, District 2 |
| Legal Counsel:       |                          |
| Christopher A. Smith | County Attorney          |

Chairman Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Commissioner Garner.

Awards and Presentations: None

Public Comments on Agenda items: None

Commissioner Parker moved, seconded by Commissioner Garner that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion unanimously approved. Agenda is herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Holmes that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion and upon vote taken, motion unanimously approved.

Commissioner Garner moved, seconded by Commissioner Parker to approve a resolution that authorizes the Lauderdale County Commission to approve amendment Number One to the agreement already in place with Ingenuity, Inc. This agreement with Ingenuity, Inc is to customize and support registration and licensing computer applications for the Lauderdale County License Commission and amendment Number One will add to the services that Ingenuity, Inc. provides for the License Commission. Amendment Number One also shows that the Lauderdale County

Commission has already paid the implementation fee in the amount of twenty-one thousand six hundred dollars. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and copy of amendment number one is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Holmes to approve a resolution authorizing the Lauderdale County Commission to approve an agreement with the Alabama Department of Transportation for the construction of a bridge replacement on County Road 76 over Second Creek, Project Number ACBRZ62146, ATRP(013), LCP Number 39-158-13, ATRIP Number 39-05-17. Commissioner Garner asked Lauderdale County Engineer, Eric Hill, when he estimates that this project will be completed. Mr. Hill stated that it should take about a year and hopefully it will be completed in February of 2020. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and copy of the agreement are herein recorded and made part of these minutes.

The Lauderdale County Sheriff's Office has requested Family Medical Leave for one of its employees. This person has filled out all of the required forms and has the proper medical papers from their physician. The leave will end on January 6<sup>th</sup>, 2019. Commissioner Holmes moved, seconded by Commissioner Parker to approve the Family Medical Leave for the Lauderdale County Sheriff's Office. There being no discussion and upon a vote taken, motion unanimously approved. Medical Leave is herein recorded and made part of these minutes.

In compliance with competitive bid laws of the State of Alabama, sealed bids were advertised for Bid No. LA 2019-1, "Various Print Bids". Bid responses were received, publicly opened, and read aloud on December 7<sup>th</sup>, 2018 and a bid tabulation sheet was prepared for the Commissions review. Chairman Pettus asked the Lauderdale County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that there were two items on the bid, County Commission Letterhead and Judge of Probate Printed Envelopes. Ms. Bryant stated that three vendors sent in bids on the items. Ms. Bryant said that First Impressions of Hampton Cove, Alabama is the lowest bidder on the County Commission Letterhead and Herald Printing of Florence, Alabama is the lowest bidder on the Judge of Probate Printed Envelopes. Ms. Bryant recommended that we award the bids to the lowest bidders. Commissioner Hackworth moved, seconded by Commissioner Parker to accept the low bidders as recommended. There being no further discussion and upon a vote taken, motion unanimously approved. Bid for County Commission Letterhead to be awarded to First Impressions of Hampton Cove, Alabama and the bid for Judge of Probate Printed Envelopes be awarded to Herald Printing of Florence, Alabama. Bid tabulation sheet is herein recorded and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Holmes and seconded by Commissioner Garner. There being no questions of the invoices and upon a vote taken, motion unanimously approved.

CHECKS ISSUED NOVEMBER 26<sup>TH</sup>, 2018 THROUGH DECEMBER 9<sup>TH</sup>, 2018

|  |              |
|--|--------------|
| GENERAL-SPECIAL<br>CHECK # 54185-54264   | \$728,678.52 |
| AGRI-BUSINESS FUND<br>CHECK # 3696-3697  | \$182.69     |
| LEPA FUND<br>CHECK # 8102-8109           | \$5,585.60   |
| GASOLINE TAX FUND<br>CHECK # 16925-16941 | \$179,918.39 |

|   |              |
|---|--------------|
| PUBLIC BLDG., R & B SPECIAL<br>CHECK # N/A              | 0.00         |
| PUBLIC HIGHWAY & TRAFFIC FUND<br>CHECK # N/A            | 0.00         |
| AL. TRUST CAPITAL IMPROVEMENT FUND<br>CHECK # 355 & 356 | \$179,269.20 |
| RRR GASOLINE TAX FUND<br>CHECK # 667                    | \$4,613.66   |
| REAPPRAISAL FUND<br>CHECK # 11460-11469                 | \$29,096.97  |
| REAPPRAISAL MONEY MARKET<br>CHECK # N/A                 | 0.00         |
| TOURISM, REC. & CONVENTION FUND<br>CHECK # 489-491      | \$12,874.64  |
| RSVP FUND<br>CHECK # 17218-17225                        | \$2,997.81   |
| CHILD PROTECTION FUND<br>CHECK # 1223                   | \$1,790.78   |
| SERIES 2001 DEBT SERVICE FUND<br>CHECK # 270            | \$21,906.26  |
| CDBG FUND<br>CHECK # N/A                                | 0.00         |
| SOLID WASTE FUND<br>CHECK # 7434-7450                   | \$120,512.30 |
| ACCOUNT PAYABLE FUND<br>CHECK # 40927-40993             | \$285,754.88 |
| FIRE PROTECTION FEE FUND<br>CHECK # 4479-4492           | \$343,488.04 |
| INDUSTRIAL DEVELOPMENT TAX FUND<br>CHECK # 1158-1160    | \$542,079.95 |
| TOBACCO TAX FUND<br>CHECK # 3035-3037                   | \$10,052.00  |
| TVA TAX FUND<br>CHECK # N/A                             | 0.00         |

TOTAL: \$2,468,801.69

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period:

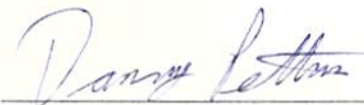
A group called Project Say Something read a presentation to the Commission. The presenters were Camille Bennett, Christi Britten, Pastor Trevor Crenshaw, and Lee Freeman. The statement that was read is attached and made part of these minutes.

Carl Hester, 993 Spring Cove, Florence, Alabama, stated that his great, great grandfather fought in the war and he remembers the desegregation at one local store where there were separate water fountains. Mr. Hester spoke of a pastor who was hung for making comments about being free by being a Christian. Mr. Hester further stated that we do not need to divide history but instead we need to record all parts of history.

Bryan Murphy, 675 Riverview Drive, Florence, Alabama, stated that he wants to stress to the community that this has been a very long process and that it was talked about and debated. He stated that the Dred Scott freedom story, how he gained his freedom, how his two daughters and Ms. Scott could have been sold away from him at any time during the process, is valuable. Mr. Murphy further stated that this is a value that American's should hold dear and he hopes that people can learn the value of justice.

There being no further business to come before the Commission and upon a motion made by Commissioner Parker and seconded by Commissioner Garner, the meeting was duly adjourned until the next regular meeting subject to call.

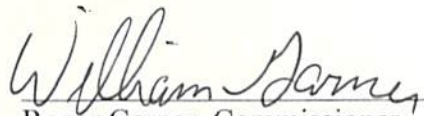
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



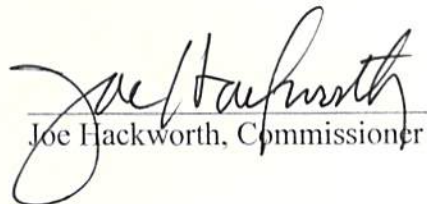
Brad Holmes, Commissioner



Roger Garner, Commissioner

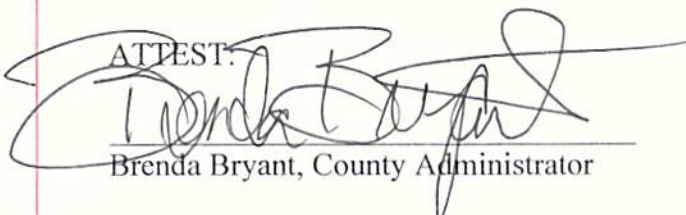


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission has entered into an agreement with Ingenuity, Inc. to customize, provide, implement, and support a registration and licensing computer application for the Lauderdale County License Commission office; and

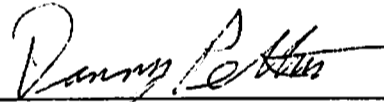
WHEREAS, Ingenuity, Inc. has requested an amendment to the Statement of Work portion of the agreement. The amendment will add to the services that they provide to the Lauderdale County License Department and the amendment will add a Monthly Service Fee as detailed in the attached copy of the Statement of Work Amendment #1; and

WHEREAS, the Lauderdale County Commission has paid the Implementation Fee in the amount of \$21,600 in January of 2018.

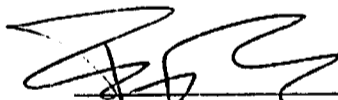
NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that Ingenuity Agreement Amendment #1 is herein accepted and approved and any budget amendment needed is herein authorized and approved.

Done this the 10<sup>th</sup> day of December, 2018.

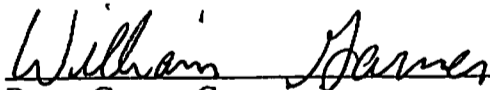
LAUDERDALE COUNTY COMMISSION



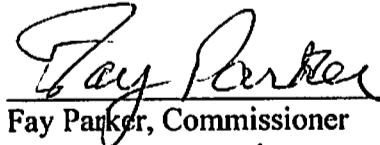
Danny Pettus, Chairman



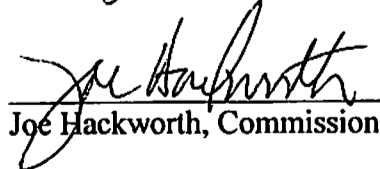
Brad Holmes, Commissioner



Roger Garner, Commissioner

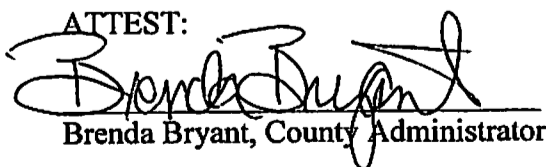


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

# Ingenuity

## Statement of Work – 01 Amendment 1

This Amendment, dated December 1, 2018, revises Statement of Work – 01 for Registration and Licensing dated October 1, 2017 (“SOW – 01”). SOW – 01 is incorporated within the Master Agreement (“Agreement”) dated October 1, 2017 between the Lauderdale County Commission (“Lauderdale County”) and Ingenuity, Inc. (“Ingenuity”).

Lauderdale County and Ingenuity agree to amend the SOW – 01 Services Section with the following addition:

Ingenuity will also customize, provide, implement, maintain and support its Integrated Queueing and Customer Flow Management System (“In2Q”) for Lauderdale License. In2Q includes functionality designed to help Lauderdale License manage its flow of customers in an efficient manner. Ingenuity will implement In2Q for Lauderdale License on the first business day of January 2019 or as soon as appropriate thereafter.

Lauderdale County and Ingenuity also agree to replace the SOW – 01 Price Section with the following:

Lauderdale License will pay Ingenuity a monthly services fee (the “Monthly Fee”) starting December 2017. The Monthly Fee will be \$1,550 per month from December 2017 through November 2018, with an increase to \$1,785 for December 2018. Related to In2Q, the Monthly Fee will be adjusted to \$2,035 for January 2019 through November 2019 and increased to \$2,300 from December 2019 through September 2020. Ingenuity and Lauderdale County agree that Ingenuity can raise the Monthly Fee during an extended term of SOW – 01, but also agree that the Monthly Fee will not be increased by more than 10% in any year of the extended term.

Lauderdale License will pay Ingenuity a fee of \$21,600 (the “Implementation Fee”) to cover the initial services and expenses including the initial database conversion, system implementation, training, testing and related travel. The Implementation Fee will be due within 30 days of the execution of this SOW. Lauderdale County will also pay another \$3,000 implementation fee related to In2Q by December 31, 2018. If Lauderdale License elects to change to a payment processor not currently integrated with the Application and approved by Ingenuity, Lauderdale License will pay an additional one-time integration and testing fee, and additional monthly fees may apply. Lauderdale License customers who choose to take advantage of the EasyTag service will pay an additional convenience fee directly to Ingenuity.

Lauderdale License paid the \$21,600 Implementation Fee in January of 2018.

All of the terms included in SOW - 01 not specifically amended hereby shall remain in full force and effect. In the event of any conflicts between the terms of the Agreement and this Amendment, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the day and year first above written.

**Lauderdale County Commission**

**Ingenuity, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: Danny Pettus

By: Rick A. Hayes

Title: Chairman

Title: President

STATE OF ALABAMA §  
LAUDERDALE COUNTY §

RESOLUTION

BE IT RESOLVED, by the County Commission of Lauderdale County, Alabama that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

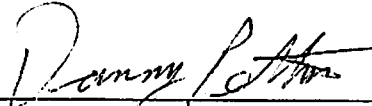
The construction of a 2@60' span and a 1@100' span precast bridge replacement on County Road 76 over Second Creek: BIN# 007093, Length 0.261 miles, Project # ACBRZ62146, ATRP(013), LCP # 39-158-13, ATRIP # 39-05-17

which the agreement is before this Commission, and the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Administrator and the seal of the County 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 of record by the County Clerk.

Passed, adopted, and approved this the 10<sup>th</sup> day of December, 2018.

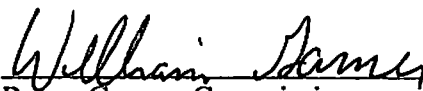
LAUDERDALE COUNTY COMMISSION



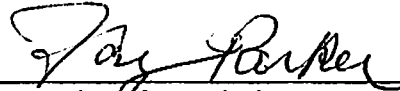
Danny Pettus, Chairman



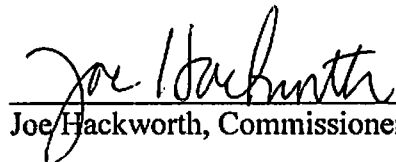
Brad Holmes, Commissioner



Roger Garner, Commissioner

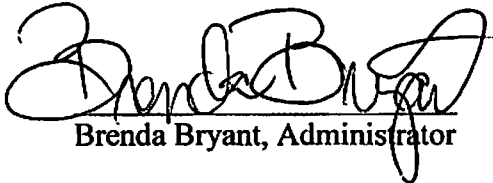


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:

  
Brenda Bryant, Administrator

I, the undersigned qualified and acting Administrator of Lauderdale County, Alabama, do hereby certify that the above and foregoing is a true, copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 10<sup>th</sup> day of December, 2018, 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 10<sup>th</sup> day of December, 2018.



Brenda Bryant, Administrator  
Lauderdale County Commission

SEAL

**AGREEMENT  
FOR  
ALABAMA TRANSPORTATION REHABILITATION AND IMPROVEMENT PROGRAM  
(ATRIP) PROJECT  
BETWEEN THE STATE OF ALABAMA  
AND  
LAUDERDALE COUNTY, ALABAMA**

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 Lauderdale County (FEIN 63-6001589), hereinafter referred to as the COUNTY; in cooperation with the United States Department of Transportation, the Federal Highway Administration, hereinafter referred to as the FHWA:

**WITNESSETH**

WHEREAS, the STATE and the COUNTY desire to cooperate in the construction of a 2@60' span and a 1@100' span precast bridge replacement on CR-76 over Second Creek.  
BIN# 007093. Length - 0.261 miles  
Project# ACBRZ62146-ATRP(013); LCP# 39-158-13; ATRIP# 39-05-17

**NOW THEREFORE**, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) The COUNTY will acquire any additional right-of-way, if needed, for the PROJECT at no cost to the STATE or this PROJECT.
- (2) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures. Any utility expenses involved which are eligible for STATE reimbursement or payment under STATE law will be considered as part of the project cost and will be paid as provided herein. The STATE will not be liable for utility expenses that are not eligible for STATE reimbursement or payment under STATE law.
- (3) The COUNTY or its representative, will provide the required surveys, complete the plans and perform all other preliminary engineering duties for the PROJECT at no cost to the STATE or this PROJECT. The COUNTY will be responsible for submitting all required environmental documents to the STATE and obtaining approval prior to right-of-way acquisition or submittal of final plan assembly to the STATE. The plans will be subject to the approval of the STATE and the PROJECT will be constructed in accordance with the plans approved by the STATE and the terms of this agreement.
- (4) 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 the 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.



- (5) The COUNTY will furnish all construction engineering for the PROJECT with COUNTY forces or with a consultant selected and approved by the STATE as part of the PROJECT cost. The cost of construction engineering and inspection shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (6) The STATE will furnish the necessary inspection and testing of materials with STATE forces when needed as part of the PROJECT cost. The cost of inspection and testing of materials shall be included as part of the construction cost for the PROJECT and will be paid from funds provided herein.
- (7) The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction (latest edition) on the PROJECT and will ensure that alignment and grades on this PROJECT meet the standards of the Alabama Department of Transportation and that the PROJECT will be constructed in accordance with the approved plans.
- (8) The PROJECT will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of eighty (80) percent Federal ATRIP funds and twenty (20) percent COUNTY funds, unless otherwise noted below. Any Federal aid non-participating costs shall be borne by the COUNTY at one hundred (100) percent.
- (9) Funding for this agreement is subject to the availability of Federal ATRIP funds at the time of authorization. The STATE will not be liable for Federal ATRIP funds in any amount. Federal ATRIP funds shall be limited to \$71,636.48 for this project. It is understood that the amounts stated below are estimates only. Any shortfall in funding or overrun in construction costs shall be borne by the COUNTY from COUNTY Federal funds, if available, and from COUNTY funds. In the event of an under-run in construction costs, the amount of Federal ATRIP funds will be the amount stated below, or eighty (80) percent of eligible costs, whichever is less.
- (10) The estimated cost of construction of this PROJECT will be provided from the funds outlined as follows:

|                                       |                      |
|---------------------------------------|----------------------|
| Federal ATRIP Funds (Limited)         | \$ 71,636.48         |
| County FA Funds (FY-2017)             | \$ 338,831.10        |
| County FA Funds (FY-2018)             | \$ 533,000.00        |
| County FA Funds (FY-2019 Advanced)    | \$ 459,536.06        |
| County Funds                          | \$ <u>350,750.92</u> |
| Total (Including E & I and Utilities) | \$ 1,753,754.56      |

- (11) 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 prorata share of the estimated cost (if applicable) as reflected by the bid of the successful bidder plus E & I and Utilities, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened. Payment must be received prior to award of the contract.

- (12) A final audit will be made of all PROJECT records after completion of the PROJECT and a copy will be furnished to the Alabama Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the final audit and this agreement.
- (13) The COUNTY will submit reimbursement invoices for the work performed under the terms of this agreement to the STATE within six (6) months after the completion and acceptance of the PROJECT. Any invoices submitted after this six (6) month period will not be eligible for payment.
- (14) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not a part of the Alabama Highway Maintenance System. Upon completion and acceptance of the work by the STATE, the COUNTY will maintain the PROJECT in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.
- (15) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2 (1975), the COUNTY shall protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officials, officers, and employees, and their agents and/or assigns.
- (16) For all claims not subject to Alabama Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, and their agents and/or assigns from and against any and all actions, 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 agents, servants, representatives, employees or assigns.
- (17) 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.
- (18) Each party will provide, without cost to the other, information available from its records that will facilitate the performance of the work.
- (19) Nothing will be construed under the terms of this agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24<sup>th</sup> law).
- (20) 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.
- (21) Exhibits M and N are attached and hereby made a part of this agreement.

- (22) This agreement is made and expressly executed in the names of the parties hereto by their respective officers, officials or other persons who are authorized to execute it, and it is deemed by the parties to be an agreement or contract under seal.
- (23) 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.
- (24) The terms of this agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (25) This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS, WHEREOF, the parties hereto cause this agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

LAUDERDALE COUNTY, ALABAMA

Brenda Bynal  
Clerk (Signature)

BY: Danny Pettus  
Chairman (Signature)  
Lauderdale County Commission

Brenda Bynal  
Print Name of Clerk

Danny Pettus  
Print Name of Chairman

RECOMMENDED:

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

Terry W. Robinson  
Innovative Programs Acting Bureau Chief

Don T. Arkle, P.E.  
Chief Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED AND APPROVED AS TO FORM AND CONTENT:

William F. Patty  
Chief Counsel

John R. Cooper  
Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON

THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

KAY IVEY  
GOVERNOR OF ALABAMA

## Exhibit M

### CERTIFICATION

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:

- (1) 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 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.
- (2) 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, 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 sub-recipients shall certify and disclose accordingly.

## **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:**

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.

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 by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subjected to its provisions.



# BREAKING THE CHAINS

A Proposal

## ABSTRACT

Project Say Something is seeking permission from the Lauderdale County Commission to place a monument in front of the Lauderdale County Courthouse. This effort is part of an ongoing campaign to imagine an alternative representation of justice that is inclusive and historically accurate.

## PRESENTERS

Camille Bennett  
Christi Britten  
Pastor Trevor Crenshaw  
Lee Freeman

## Our Process

Our mission: "Our mission is to erect a monument to justice outside the Lauderdale County Courthouse in downtown Florence. This monument will serve the dual purpose of educating residents and visitors about the importance of a continued struggle to see civil rights upheld, and inspiring us all to see justice as an ongoing, collective struggle, then as now. "

We started this process in May of 2017, with the intent of erecting a monument to justice in front of the Lauderdale County Courthouse. In the wake of monument preservation legislation that limits the control municipalities have over their commemorative landscape, Project Say Something sought input from our community about what that landscape should look like. Our courthouse is a symbol of justice. We asked the community, "what does justice look like?" and "what *should* justice look like?"

Our first town hall meeting was attended by hundreds of people in October of 2017. We gauged community feedback through the use of an online survey, in conjunction with the University of North Alabama. We identified stakeholders who were passionate about the process and continued the conversations amongst this working group. We filmed the discussions of this working group and sought feedback from all community members. We presented all of our information to three different artists, who each presented several different designs. These designs were on display for the community to discuss on August 4<sup>th</sup>, 2018 at the Southall-Moore House in Florence, where nearly one hundred people attended to give feedback on six different designs. We have invited the community to participate in each step of this process.

This process has been an inclusive, community driven initiative. In the past, the monuments placed in front of the Lauderdale County Courthouse have not been democratic; they have not been inclusive; they have not been open to public discourse. The people of Lauderdale County have a right to see their values and ideals reflected in the visual iconography of their county. We hope you approve this proposal so that we can all move forward together.



## Proposal

**Why public art? These are questions we ask when we look at public art.**

What am I looking at? What is it made of? Is it symbolic? Does it tell a story? How do I relate to this story? What is my initial reaction? What are the reactions of others? How does this artwork facilitate new understanding?

Communities are able to use a visual language to articulate narratives and social needs that have previously been left unfronted, hidden, or simply ignored. Like therapy, art can sometimes promote healing from difficult histories.

Directly tied to public art, is public health. Seeing artworks that convey narratives for justice, acknowledgement of struggle, and historic context provide an opportunity for individuals to respond to these issues with their own interpretation and meditation on content. While public art can't be the same thing to every person in a society, it can present a world of possibility for community growth.

This proposal in particular leaves excellent opportunities to invest in new ways of seeing and community building. Engagement with the process of art creation and educational programming will provide opportunities to facilitate dialogue and bring a mindful awareness of how our histories influence the present and future.

### **Art has impact.**

Art has a reputation for **healing** trauma. That is precisely the therapy of monuments. When we are working through traumatic events, our representations matter. Comprehensive representation in our communities matter, especially concerning justice...and TRUST.

**A Proposal:** In every county across the nation, the court house stands as the visual symbol of justice; it is where its citizens seek justice; it is a metaphor for the values of that community. Our courthouse should be a place where both literal and figurative justice reside.

For the first forty years of its existence, the courthouse was a site for slave auctions, a place where black Americans were bought and sold.

To illustrate, consider a slave auction notice from 1859:

### Executors' Sale of Negroes.

BY virtue of an order of the Probate Court for the County of Lauderdale and State of Alabama, we will proceed to sell, at public auction, to the highest bidder, at the Court House door, in the town of Florence, on Monday, the 3d day of January, 1859, The following Valuable Slaves:

HARVEY, 32 years old; MARY, 3; RICHARD, 2; JIM, 19; WALKER, 2; CHARLOTTE, 3; LOTTY, 52; ANNE, 3; ALECK 4 months; CHARLES, 34; RACHEL, 11; KESIA, 9 months; SALLIE, 3; JOHNNY, 9; BECKY, 7 months; CLARA, 6.

For white Americans, the Lauderdale County Courthouse served as the physical and symbolic center for justice in the county; but for African Americans during the first forty years of its existence, the courthouse represented precisely the opposite.

While the State of Alabama did not legally regard African Americans as citizens, abolitionists and former slaves began to challenge the nation's claims on slavery in the early to mid-1800s. The most famous legal challenge to slavery was the Dred Scott case. Scott lived in Florence for nearly ten years. In 1857, after nearly a decade of trying to gain his freedom, Scott's legal efforts came to an end as the Supreme Court of the United States ruled that any person of African descent was not considered a citizen of the United States—regardless of whether that individual was a free person or a slave. This ruling—which has been called the worst in American history--helped to motivate abolitionists across the nation to continue to fight for the end of slavery. It is the first time in Supreme Court history where the court struck down a piece of Federal legislation (the Missouri Compromise). The denial of Dred Scott's citizenship led to increased pressure to abolish slavery and affirm the rights of African Americans as citizens of the United States, because it asked: "who is an American citizen?"

All African Americans who had been enslaved were emancipated after the Civil War. In an attempt to secure equality for the formerly enslaved, the 13th, 14th, and 15th amendments to the Constitution abolished slavery, established citizenship rights for former slaves, and protected African Americans' voting rights. These rights were slowly eroded by the state governments of the former Confederacy. By 1896, segregation was legalized across the nation. By 1901, the state of Alabama had rewritten its constitution to disenfranchise tens of thousands of African Americans.

After the Civil War, the Ladies Memorial Association originally sought a space in the city cemetery for the statue to the Confederate dead. But the base was erected outside the courthouse. At the dedication in 1903 in front of thousands of Florentines, thirteen

white school children (one for each state that seceded from the nation) unveiled the statue while Dr. H.A. Moody delivered a racially-charged speech that distinguished the North's views on racial equality from that of the South: "They look upon a Negro as a white man with a colored skin and believe education to be the one thing needful. We of the south know better. No other people know him so well or love him so well, but nowhere here is he accorded social equality."

And so the monument was unveiled. It would be another 62 years before African Americans would regain the right to vote; and 90 years before the first African American since reconstruction would represent the state in Congress. When the courthouse was re-located in 1965, the Confederate Monument moved with it. The Florence Times captioned the move "Eternal Vigil: The Confederate Soldier who stood for many years guarding the old Lauderdale County Courthouse has moved with the times. He now stands before the new modern structure—symbolizing loyalty, patriotism and dedication. He keeps his watch in memory of his fellow men and for the faith in those who follow." The monument may well "keep watch" over the citizens of Lauderdale County, but it does not symbolize justice.

Dred and Harriet Scott fought for justice. In 1846, Dred filed a petition for his freedom, which was denied. He appealed in 1850 and a jury found that because Scott had lived in a free state, he was considered to be free. But in 1852, the Missouri Supreme Court reversed its ruling, citing growing antislavery sentiment as one of the main reasons for its decision. The Scotts did not give up. They tried a federal district court in 1853 and lost, finally appealing to the Supreme Court in 1856.

Dred and Harriet were resilient. They did not give up hope. On March 6th, 1857, the Supreme Court ruled that, in the words of Chief Justice Taney, "the negro might justly and lawfully be reduced to slavery for his benefit." Yet on May 26th, just 2 months after this infamous ruling, the Scotts were manumitted by Taylor Blow, son of Peter Blow who had owned Dred Scott in Florence. For 16 months, until his death from tuberculosis in September 1858, Dred Scott lived as a free man.

Dred and Harriet Scott held up a mirror to the nation and forced us to reflect on why the principles in our nation's founding documents were not yet accessible to everyone. Their story is an inspiring example of how the pursuit of justice is an unending task. There is no more appropriate place for a visual symbol of this fight for justice than in front of the courthouse where African Americans were for so long denied justice.

Abraham Lincoln cited the Dred Scott case extensively in his famous "House Divided Speech." In this speech, Lincoln set the course for America to live up to its founding rhetoric of equality:

If we could first know where we are, and whither we are tending, we could then better judge what to do, and how to do it. We are now far into the fifth year, since a policy was initiated, with the avowed object, and confident promise, of putting an end to slavery agitation.

In my opinion, it will not cease, until a crisis shall have been reached, and passed.

"A house divided against itself cannot stand."

I believe this government cannot endure, permanently half slave and half free.

The Dred Scott decision—through its gross injustice and denial of citizenship—propelled our nation towards justice.

For the past year, we have researched and studied. We have discussed and debated these issues as a community during town hall meetings and public forums. We have solicited sketches from artists, studied the proposals, and received feedback from the community. We have built consensus by selecting the proposal that received the most positive feedback. We have compiled this feedback and will gladly provide it to the commission. We have tried our best to do justice for the people who received no justice here. This monument is a community effort to heal our historical wounds.

While other cities across the nation battle over the removal of Confederate monuments, we strive to build. In creating a new monument that more completely reflects our city's history as well as its aspirations for the future, we have invited Lauderdale County residents to be an active part of this process—a process that has been filled with unity, excitement, and pride in our shared values of liberty, racial equality, and equal justice for all.

In October of 1963, the Lauderdale County Commission unanimously approved a resolution from the United Daughters of the Confederacy proposing to move the Confederate monument to the new Lauderdale County Courthouse upon its completion. In 1965, the commission approved the contract in the sum of \$1974.00 to Long Brothers, Inc. to move the monument to the new courthouse.

We are not here to ask for funding. We plan to fundraise for this monument through private donations. Rather, we are here today to request permission to build a monument to Dred and Harriet Scott in front of the Lauderdale County Courthouse in

an effort to heal our community, to promote our shared values of justice and inclusion, and to dedicate ourselves as a community to the pursuit of justice and equality. That said will you grant us the permission to build a monument to Dred and Harriet Scott in front of the Lauderdale County Courthouse?

Follow up Questions:

1. When can we expect to hear an answer?
2. How can we follow up with you?

Thank you for your time and consideration and thank you for your service to the citizens of Lauderdale County.