

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 30th day of August, 2021. 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
Fay Parker	Commissioner, District 2
Joe Hackworth	Commissioner, District 2
Those who were absent:	
Christopher A. Smith	County Attorney

Chairman Danny 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 a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker 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 Holmes to approve a resolution to authorize a Memorandum of Understanding (MOU) with the Alabama Department of Public Health. The Health Department leases a facility from the Lauderdale County Commission located at 4112 Chisholm Road in Florence, Alabama. The Health Department wishes to use grant funding to provide safety improvements at the facility. The MOU outlines the details of this process. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and MOU are herein recorded and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Garner to approve a resolution to authorize the First Amendment to Funding Agreement between Lauderdale County and the Lauderdale County Agriculture Center Authority. In an effort to take advantage of a favorable interest rate environment, the Authority is in the process of evaluating potential savings associated with refunding all or a portion of its Series 2019 Bonds by issuing its Series 2021 Bonds. Commissioner Holmes stated that this process is a restructuring of funds at no cost to the Commission and will result in great savings to the board. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and agreement are herein recorded and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve a resolution to authorize a Contract to Audit Federal Awards with the Examiners of Public Accounts (EPA). The EPA will conduct an audit of the Commission for the period beginning October 1, 2019, and ending September 30, 2020. The contract outlines the obligations of both parties and include that the maximum cost of the audit shall not exceed sixteen thousand one hundred sixty-eight dollars, except under circumstances outlined in the contract. Any budget amendment is also approved for this contract. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and contract are herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve a resolution concerning COVID-19 guidelines. Funding for employee absence ended July 6th, v2021, and employees must use their own accrued time for this purpose and, if no accrued time is available, they must follow all FMLA guidelines regarding time off without pay. The Commission continues to stress the importance of employees taking all precautions in protecting themselves and their community and will continue to follow the most current quarantine and isolation guidelines provided by the Centers for Disease Control and Prevention (CDC) and local public health authorities and will relay this information as it becomes available. The most recent Alabama Department of Public Health Isolation and Quarantine Timeframes for COVID-19 for Non-Healthcare Personnel is made part of these minutes. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and guidance are herein recorded and made part of these minutes.

Commissioner Garner motioned, seconded by Commission Parker to reappoint Mary Jane Rhodes to the Lauderdale County DHR Board effective September 1st, 2021, through September 1st, 2027. Commissioner Holmes abstained from voting on this appointment. There being no discussion and upon a vote taken, motion approved.

Commissioner Hackworth motioned, seconded by Commissioner Holmes to reappoint Ty McConnell to the Northwest Alabama Regional Airport Board effective August 10th, 2021, through August 10th, 2024. This is a joint appointment with Colbert County and they have approved this reappointment. There being no discussion and upon a vote taken, motion unanimously approved.

Commission Garner motioned, seconded by Commissioner Hackworth to approve a FMLA request by Sheriff Rick Singleton for a Jail Corrections Deputy. Leave will begin August 27th, 2021, until twelve weeks are exhausted and all medical paperwork is in order. There being no discussion and upon a vote taken, motion unanimously approved.

Commissioner Parker motioned, seconded by Commissioner Garner to approve a FMLA request by Eric Hill for a Road Department employee. Leave will be effective September 2nd through October 14th, 2021, and all medical paperwork is in order. There being no discussion and upon a vote taken, motion unanimously approved.

In compliance with bid laws of the State of Alabama, sealed bids were advertised for Bid 2021-9 "Disposal of Solid Waste". Bids were received and publicly read aloud on August 19th, 2021. Chairman Pettus asked Lauderdale County Solid Waste Manager, Tom Smith, for his recommendation. Mr. Smith recommended the lowest bidder, Republic Services, at a cost of twenty dollars and ninety-five cents per ton for disposal of solid waste. Commissioner Holmes motioned, seconded by Commissioner Parker to award the bid. There being no discussion and upon a vote taken, motion unanimously approved. Bid is awarded to BFI Waste Services dba Republic Services of Huntsville. Bid tabulation sheet is recorded and made part of these minutes.

All invoiced bills were audited, allowed and ordered to be paid upon by a motion made by Commissioner Parker seconded by Commissioner Hackworth. There being no discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED AUGUST 9, 2021 THROUGH AUGUST 29, 2021

GENERAL-SPECIAL CHECK #57919-57993	\$1,045,100.23
AGRI-BUSINESS FUND CHECK #3911-3920	\$5,958.50
LEPA FUND CHECK #8626-8640	\$9,303.10
GASOLINE TAX FUND CHECK #17900-17929	\$350,270.34
PUBLIC BLDG., R & B SPECIAL CHECK #467	\$750,000.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK #N/A	\$0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK #381	\$104,408.00
RRR GASOLINE TAX FUND CHECK #716	\$25,685.22
REAPPRAISAL FUND CHECK #12101-12122	\$84,939.12
REAPPRAISAL MONEY MARKET CHECK #592	\$200,000.00
TOURISM, REC. & CONVENTION FUND CHECK #570	\$1,609.29
RSVP FUND CHECK #17777-17790	\$3,883.55
CHILD PROTECTION FUND CHECK #1255	\$2,067.36
REBUILD ALABAMA GAS TAX FUND CHECK #N/A	\$0.00
REBUILD ALABAMA DIESEL TAX FUND CHECK #N/A	\$0.00
FEDERAL AID EXCHANGE FUND CHECK #N/A	\$0.00
WORKPLACE DEVELOPMENT CENTER FUND CHECK #N/A	\$0.00
SPECIAL GRANTS FUND CHECK #1002-1004	\$31,101.24
CORONAVIRUS RESCUE ACT FUND CHECK #N/A	\$0.00
CDBG FUND CHECK #N/A	\$0.00
SOLID WASTE FUND CHECK #8484-8511	\$275,234.17
ACCOUNTS PAYABLE FUND CHECK #44588-44648	\$334,336.42
FIRE PROTECTION FEE FUND CHECK #N/A	\$0.00

INDUSTRIAL DEVELOPMENT TAX FUND CHECK #1214	\$600,958.10
TOBACCO TAX FUND CHECK #N/A	\$0.00
TVA TAX FUND CHECK #6129-6141	\$353,199.43
TOTAL:	\$4,178,054.07


Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period: None

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

LAUDERDALE COUNTY COMMISSION



 Danny Pettus, Chairman



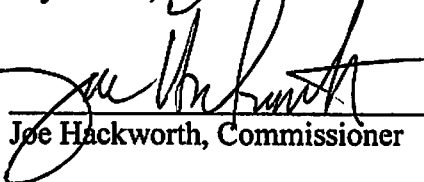
 Roger Garner, Commissioner



 Brad Holmes, Commissioner

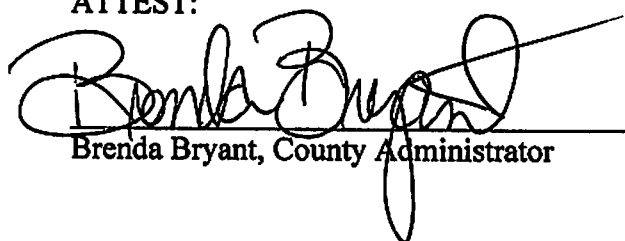


 Fay Parker, Commissioner



 Joe Hackworth, Commissioner

ATTEST:



 Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
August 30th, 2021

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Garner
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

B. REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—MOU Health Department
4. Resolution—Ag Center Bond Refinance
5. Resolution—Examiner Agreement
6. Resolution—COVID Guidelines
7. Approval of Board Appointments
8. Approval of FMLA Requests
9. BID NO LA 2021-9 “Disposal of Solid Waste”
10. Audit and Approve Invoiced Bills

C. SCHEDULED PUBLIC HEARINGS – none

D. STAFF REPORTS

E. PUBLIC COMMENT PERIOD (Per Rules of Procedure there is a three-minute time limit)

F. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

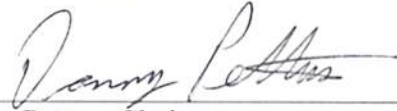
WHEREAS, the Lauderdale County Commission leases a facility to the Alabama Department of Public Health located at 4112 Chisholm Road in Florence, Alabama; and

WHEREAS, the Alabama Department of Public Health wishes to make certain improvements to the facility as detailed in the attached Memorandum of Understanding.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Memorandum of Understanding with the Alabama Department of Public Health.

Done this 30th day of August, 2021.

LAUDERDALE COUNTY COMMISSION



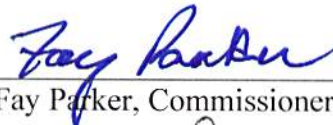
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**MEMORANDUM OF UNDERSTANDING
REGARDING THE LEASE AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
LAUDERDALE COUNTY COMMISSION**

This Memorandum of Understanding (MOU) entered into by and between the **Alabama Department of Public Health**, hereinafter "**Department**," and the **Lauderdale County Commission**, hereinafter the "**County**," is effective _____, 20__, and terminates _____, 20__.

WHEREAS, the parties have been unable to locate an agreement for a lease of the public health facility located at 4112 Chisholm Road, Florence, Alabama, in Lauderdale County (the "Leased Premises"), by the County to the Department, but have historically operated as lessor and lessee, and are negotiating or have entered into a Lease Agreement for the Department's continued use of the described public health facility; and

WHEREAS, the historical understanding of the parties and the new Lease Agreement is that the Leased Premises is intended to include all improvements to the public health facility and related parking facilities, and all furnishings, fixtures, and equipment installed therein; and

WHEREAS, the Department is the recipient of the Centers for Disease Control and Prevention's ELC (Epidemiology and Laboratory Capacity for Infectious Diseases) Grant award, CFDA # 93.323, being Grant number 6NU50CK000545-02-03, for the funding period January 15, 2021, to July 31, 2023, which funds will be used to provide safety improvements at the public health facility leased by the Department.

The program was authorized through the following Acts: 301(A) and 317(K)(2) PHS 42 U.S.C. §§ 241(A), 247B(K)2.

WHEREAS, no alterations, additions or improvements to the Leased Premises are to be made without first obtaining the express written consent of the Lessor.

NOW, THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The County and the Department are mutually desirous of making the following improvements at the above-described public health facility:

1. Purchase, placement and installation of a 25 kilowatt generator for emergency power
2. Sealing, coating, and striping of the facility's parking lot

3. Updating the facility parking lot's LED lighting controls
4. Sidewalk and parking lot improvements
5. Erection of a pole barn/canopy to facilitate drive through service for clients
6. Security upgrades to the public health facility

The estimated cost for such improvements is \$325,000, to be paid by the Department from the ELC Grant funds. Should the cost of materials, labor or other related costs for the proposed improvements increase above the estimated cost due to factors beyond the Department's control, the County and the Department agree and understand that the proposed improvements may be subject to reduction or modification. Additional improvements to those listed hereinabove funded by the ELC Grant funds may be undertaken by the Department pursuant to a written amendment to this Memorandum of Understanding, subject to the County's approval.

The County agrees to the use of the services of The Robins & Morton Group as the Program Management Contractor for the facility improvements, pursuant to the Department's Memorandum of Understanding with the Alabama Public Health Care Authority (APHCA), for whom The Robins & Morton Group serves as contractor. The Department shall provide, at its own cost and expense, any and all appurtenances, devices, or accessories required for said Program Management Services. To the extent applicable, the above-referenced facility improvements shall be completed by the Program Management Contractor in compliance with all local, state, and federal laws, rules, and regulations, including but not limited to applicable public works bid law requirements.

The Department agrees and understands that the above-described facility improvements remain with the public health facility as fixtures and are not subject to removal by the Department upon termination of the Lease Agreement or this Memorandum of Understanding. The Department agrees further to pay any increased costs for casualty insurance, utilities, and taxes resulting from the facility improvements for which it may be responsible, in accordance with the terms and conditions of the Lease Agreement.

This Memorandum of Understanding will be incorporated as an addendum to the Lease Agreement. All other provisions of the Lease Agreement shall remain in full force and effect.

This Memorandum of Understanding may be canceled at any time by either party providing a thirty (30) day written notice to the other party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE BLOCKS APPEAR ON THE FOLLOWING PAGE]

Lauderdale County Commission

Alabama Department of Public Health
This MOU has been reviewed as to
content

Signed: 
Chairman, Lauderdale County
Commission

Signed: _____
(Bureau Director or District Administrator)

Date: 8/30/2021

Date: _____

Address:
200 S. Court St.
Florence AL 35630
Room 303
(Add zip code if needed)

APPROVED:
Alabama Department of Public Health

Telephone: 256.760.5750
Fax: 256.760.5703

Signed: _____
Scott Harris, M.D., M.P.H.
State Health Officer

Type or print your email address: (Email Date: _____)
bbryant@lauderdalecounty.al.gov

Social Security or FEIN: (SS# or FEIN#)

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

BE IT RESOLVED AND ORDERED, by the governing body (the “Commission”) of Lauderdale County, Alabama (the “County”), as follows:

WHEREAS, the County and the Lauderdale County Agriculture Center Authority (the “Authority”) executed and delivered that certain Funding Agreement dated September 24, 2019 (the “Funding Agreement”) in connection with the Authority’s issuance of its \$39,195,000 Special Tax Revenue Bonds, Series 2019, dated October 4, 2019 (the “Series 2019 Bonds”);

WHEREAS, pursuant to the terms of the Funding Agreement, the County agreed, pursuant to Article IV, Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901, to make payments to the Authority (in an amount not exceeding \$250,000 in any one year and \$10,000,000 in the aggregate) to the extent that the excise tax on gasoline (levied in the County and distributed to the County pursuant to Section 45-39-92.53 of the Recompiled Code of Alabama, as amended) is less than \$850,000 per year;

WHEREAS, in an effort to take advantage of a favorable interest rate environment, the Authority is in the process of evaluating potential savings associated with refunding all or a portion of its Series 2019 Bonds by issuing its Special Tax Revenue Bonds, Series 2021 (the “Series 2021 Bonds”);

WHEREAS, under the terms of the Funding Agreement, the Authority is required to obtain the consent of the County in connection with any proposed refunding of the Series 2019 Bonds; and

WHEREAS, prior to the proposed issuance of the Series 2021 Bonds, the Authority has requested the County to authorize, execute and deliver a First Amendment to the Funding Agreement, for the purposes of: (1) clarifying that the yearly metric contemplated in the Funding Agreement is the Authority’s fiscal year being January 1 through December 31 of each year; (ii) memorializing the consent of the County for the Authority to issue the Series 2021 Bonds as required by Section 2(c) of the Funding Agreement; (iii) memorializing the consent of the Series 2021 Bonds to have a maturity date which extends beyond the original maturity date of the Series 2019 Bonds and agreeing to extend the payment provisions of said Funding Agreement through no later than December 31, 2064; and (iv) memorializing in writing that one-third of the County’s share of certain TVA PILOT revenues currently received by the County pursuant to Section 40-28-2(d) of the Recompiled Code of Alabama, are to continue to be paid to the Authority consistent with the County’s current practice.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the First Amendment to Funding Agreement, in substantially the form attached hereto as Exhibit "A", is hereby approved and consented to by the Commission, with such further changes as may be agreed to by the County after the adoption of said resolution with the execution thereof by the officer(s) of the County serving as evidence that such changes are acceptable to the County, and Chairman of the Commission is hereby authorized and directed to execute and deliver said instrument in final form on behalf of the County, and the County Administrator is hereby authorized to attest the execution whereof and affix the seal of the County to acknowledge its due execution and delivery.

Done this the 30th day of August, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

FIRST AMENDMENT TO FUNDING AGREEMENT

This FIRST AMENDMENT TO FUNDING AGREEMENT (the "First Amendment"), is executed and delivered as of the ___ day of _____, 2021, by and between LAUDERDALE COUNTY, ALABAMA (the "County") and the LAUDERDALE COUNTY AGRICULTURE CENTER AUTHORITY (the "Authority").

R E C I T A L S:

WHEREAS, the County and the Authority executed and delivered that certain Funding Agreement dated September 24, 2019 (the "Funding Agreement") in connection with the Authority's issuance of its \$39,195,000 Special Tax Revenue Bonds, Series 2019, dated October 4, 2019 (the "Series 2019 Bonds");

WHEREAS, in an effort to take advantage of a favorable interest rate environment, the Authority is in the process of evaluating potential savings associated with refunding all or a portion of its Series 2019 Bonds by issuing its Special Tax Revenue Bonds, Series 2021 (the "Series 2021 Bonds");

WHEREAS, pursuant to the terms of the Funding Agreement, the County agreed, pursuant to Article IV, Section 94.01 of the Official Recompilation of the Constitution of Alabama of 1901, to make payments to the Authority (in an amount not exceeding \$250,000 in any one year and \$10,000,000 in the aggregate) to the extent that the excise tax on gasoline (levied in the County and distributed to the County pursuant to Section 45-39-92.53 of the Recompiled Code of Alabama, as amended) is less than \$850,000 per year;

WHEREAS, under the terms of the Funding Agreement, the Authority is also required to obtain the consent of the County in connection with any proposed refunding of the Series 2019 Bonds;

WHEREAS, prior to the proposed issuance of the Series 2021 Bonds, the Authority and County have executed and delivered this First Amendment for the purposes of: (i) clarifying that the yearly metric contemplated in the Funding Agreement is the Authority's fiscal year being January 1 through December 31 of each year; (ii) requesting and obtaining the consent of the County for the Authority to issue the Series 2021 Bonds as required by Section 2(c) of the Funding Agreement; (iii) memorializing the consent of the Series 2021 Bonds to have a maturity date which extends beyond the original maturity date of the Series 2019 Bonds and agreeing to extend the payment provisions of said Funding Agreement through December 31, 2064 (or, if earlier, the last maturity date of the Series 2021 Bonds); and (iv) memorializing in writing that one-third of the County's share of certain TVA PILOT revenues currently received by the County pursuant to Section 40-28-2(d) of the Recompiled Code of Alabama, are to continue to be paid to the Authority consistent with the County's current practice;

NOW, THEREFORE, THE UNDERSIGNED PARTIES, for consideration mutually had a received, hereby agree as follows:

1. **Definition of Year.** For purposes of the Funding Agreement, any reference to “year” shall refer to the then fiscal year of the Authority which is currently January 1 to December 31 of each year.

2. **Consent of County.** The County hereby consents to the issuance of the Series 2021 Bonds and the final maturity of said Series 2021 Bonds being on or before December 31, 2064.

3. **Commitment of Certain TVA PILOT Payments to the Authority.** The County currently receives from the State of Alabama certain additional TVA PILOT payments (the “**ABC Payment Based PILOT Revenues**”) pursuant to Section 40-28-2(d) of the Recompiled Code of Alabama, as amended, which are paid by virtue of the County being a “dry” (as defined in Section 40-28-1 of the Recompiled Code of Alabama, as amended) county and served by the Tennessee Valley Authority, a federal agency. The County has historically paid to the Authority one-third of said ABC Payment Based PILOT Revenues (in similar fashion to the County paying to the Authority one-third of the PILOT Revenues provided for in Section 40-28-2(b) being referred to as the 3% increase, pursuant to Act No. 2017-370 of the Alabama Legislature). Consistent with its current practice, the County hereby agrees to provide to the Authority (on a monthly basis) one-third of amounts received by the County in connection with the ABC Payment Based PILOT Revenues to be used by the Authority for any lawful purpose. The County hereby consents to the Authority pledging and/or assigning its share of the ABC Payment Based PILOT Revenues in favor of the Series 2021 Bonds and/or any other debt obligations issued by the Authority.

4. **Term of Funding Agreement.** Section 3(b) of the Funding Agreement is hereby amended to read as follows:

“(b) The term of this Funding Agreement shall be through the earlier of: (i) December 31, 2064; or (ii) the date on which the Series 2019 Bonds and the Series 2021 Bonds have been paid in full (or if either of said series of bonds has been refunded by a new series of bonds, the date on which said refunding bonds have been paid in full). The term of this Funding Agreement may not be extended without the prior written consent of the County.”

5. **Reliance.** The Funding Agreement, as amended by this First Amendment, may be relied upon by The Bank of New York Mellon Trust Company, N.A., or any successor thereto, as trustee for the Series 2019 Bonds and Series 2021 Bonds, Maynard Cooper & Gale, P.C., as bond counsel to the Authority, and The Frazer Lanier Incorporated, or any successor thereto, as underwriter for the Series 2021 Bonds. All of the provisions of Section 4 of the Funding Agreement regarding reliance upon by third party beneficiaries shall remain in full force and effect and are hereby ratified and approved, as supplemented and superceded by this First Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment as of the date first written above under corporate seal.

LAUDERDALE COUNTY, ALABAMA

By: *Danny Pettus*

Its Chairman

LAUDERDALE COUNTY
AGRICULTURE CENTER AUTHORITY

By: _____

Its Chairman

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission will enter into a contract with the Department of Examiners of Public Accounts (EPA); and

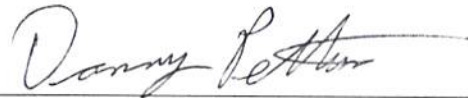
WHEREAS, this Contract to Audit Federal Awards will allow the EPA to conduct an audit of the Lauderdale County Commission for the period beginning October 1st, 2019, and ending September 30th, 2020; and

WHEREAS, the obligations of both parties are included in the attached contract and include that the maximum cost of the audit shall not exceed sixteen thousand one hundred sixty-eight dollars except under circumstances outlined in the contract.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the contract with EPA and any budget amendment needed for the expense associated with this audit.

Done this the 30th day of August, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



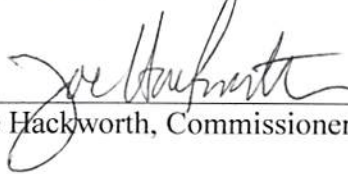
Roger Garner, Commissioner



Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

**CONTRACT TO AUDIT FEDERAL AWARDS
OF
LAUDERDALE COUNTY COMMISSION**

This contract is entered into on the 20th day of May 2021, by and between the Department of Examiners of Public Accounts (EPA) and Lauderdale County Commission, hereinafter referred to as the (LCC). The contracting parties hereby agree to the following:

I. Purpose and Scope

EPA shall conduct an audit of LCC, for the period beginning October 1, 2019 and ending September 30, 2020. EPA's audit will encompass a financial audit in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of federal awards in accordance with the provisions of the Single Audit Act and/or U.S. Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as amended.

EPA will furnish copies of audit reports to LCC. Upon request, EPA will also furnish copies of the audit report to federal grantor agencies.

EPA shall make all working papers and reports available upon request for review by any federal grantor agency consistent with State and Federal law. EPA shall also retain all working papers and reports for a minimum period of five years from the date the audit report becomes final, unless EPA is notified in writing to extend the retention period.

II. Funding of Audit

LCC agrees to reimburse EPA for its necessary and reasonable cost related to conducting the audit of federal awards, including personnel costs and travel expenses incurred at the rate authorized by Alabama law. The maximum cost of the audit shall not exceed sixteen thousand one hundred sixty-eight dollars (\$16,168.00). However, in the event that EPA finds LCC has either failed to keep its records or expend its funds in accordance with federal guidelines or in the event there are changes in the preliminary Schedule of Expenditures of Federal Awards ("SEFA"), the maximum cost of the audit may be increased accordingly. If the cost of the audit will exceed the above-stated maximum, EPA will provide an estimate of the increased amount. LCC shall pay 80% percent of the audit costs upon full execution of the contract and 20% percent upon completion of field work as evidenced by invoices of the EPA.

III. General Provisions

The parties to this Contract agree with, and shall adhere to, the following:

A. Access to Records and Work Area

The Chief Examiner of EPA, the Comptroller General of the United States (if Federal funds), or any other duly authorized representatives of EPA shall have the right of access to any financial and operating data, pertinent books, documents, papers, and records of LCC for the purpose of making audits, financial reviews, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to LCC's personnel for the purpose of interview and discussion related to the audit set forth in this Contract. This right of access is not limited to the required retention period, but shall last as long as the records are retained. The LCC also agrees to provide a working area for EPA personnel, which facilitates efficient fieldwork.

B. Compliance with Federal, State, and Local Laws

In addition to the provisions provided herein, the parties shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State, and local governments, including, but not limited to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (§ 31-13-1, et seq., Ala. Code 1975).

By signing this Contract, the parties affirm, for the duration of the Contract, 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, any party found to be in violation of this provision shall be deemed in breach of the Contract and shall be responsible for all damages resulting therefrom.

In compliance with Act 2016-312, the parties hereby certify that they are not currently engaged in, and will not engage in, boycott of a person or an entity based in or doing business with a jurisdiction with which the state (Alabama) can enjoy open trade.

C. Immunity and Dispute Resolution

The parties to this Contract recognize and acknowledge that EPA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Article I, Section 14 of the Alabama Constitution of 1901. It is further acknowledged and agreed that none of the provisions and conditions of this Contract shall be deemed to be or construed to be a waiver by EPA of such Constitutional Immunity.

In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

D. Indemnity

To the furthest extent permitted by law, LCC shall defend, indemnify, and hold harmless the EPA from any and all losses, consequential damages, expenses including, but not limited to, attorney's fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to the LCC's failure to fulfill its obligations under this Contract.

E. Amendments

This Contract may be modified, altered, or amended from time to time throughout the duration of this Contract only by a written agreement duly executed by the parties hereto or their duly authorized representative.

F. Entirety

This Contract contains the entire written Contract between the parties as to the matters contained herein. Any oral representations or oral modifications concerning this Contract shall be of no force or effect.

G. Termination

This contract may be cancelled by either party upon 30 days written notice provided that any costs shall be paid.

H. Term of Contract

This contract will begin on May 19, 2021 and end on May 19, 2022. EPA agrees to notify LCC in the event of any unforeseen delays affecting this schedule.

IN WITNESS THEROF, the parties have executed this Contract as of the date first written above.

STATE OF ALABAMA
Department of Examiners
of Public Accounts

Lauderdale County Commission



Rachel Laurie Riddle
Chief Examiner



Danny Pettus
Chairman

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission has the utmost concern for the health and well-being of all employees, their families and our community; and

WHEREAS, since funding for employee absence due to COVID-19 ended July 6th, 2021, all employees must use their own accrued time for this purpose and if no accrued time is available, they must follow FMLA guidelines regarding time off without pay as with any other illness; and

WHEREAS, COVID-19 continues to affect many on a daily basis and we want to encourage everyone to be diligent in taking all precautions in protecting themselves and their community.

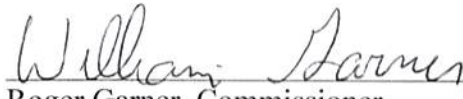
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that all employees continue to follow the most current quarantine and isolation guidelines provided by the Center for Disease Control (CDC) and local public health authorities. These guidelines may change at any time and the County will relay this information as it becomes available.

Done this the 30th day of August, 2021.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

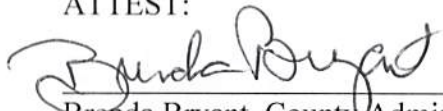


Brad Holmes, Commissioner

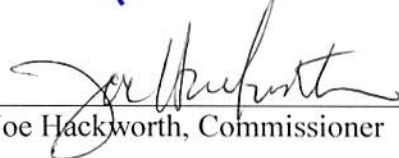


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



Isolation and Quarantine Timeframes for COVID-19 for Non-Healthcare Personnel

Isolation separates people with an infectious disease, like COVID-19, from people who are not sick.

Cases (includes symptomatic Close Contacts)

- ✓ **Must** be isolated for at least **10*** days after symptoms first appeared **and**
- ✓ At least 24 hours since resolution of fever (without the use of fever-reducing medications) **and**
- ✓ Other symptoms have improved.

Symptoms may include any of the following: cough, shortness of breath, difficulty breathing, new olfactory or taste disorder, fever (measured or subjective), chills, rigors, myalgia, headache, sore throat, nausea/vomiting, diarrhea, fatigue, or congestion/runny nose.

*** Persons with severe illness may be infectious beyond the 10 days and should isolate for up to 20 days; severely immunocompromised persons may be infectious for more than 20 days and require additional testing and consultation with infectious disease specialists and infectious disease experts. A test-based strategy to discontinue isolation (2 negative PCR test results, collected more than 24 hours apart) should be considered for severely immunocompromised persons, and may be considered if someone with severe illness wishes to discontinue isolation earlier than 20 days.**

Cases who never developed symptoms may discontinue isolation 10 days after the collection date of their 1st positive RT-PCR specimen for SARS-CoV-2 RNA. If re-infection is suspected, isolate if more than 3 months after 1st positive RT-PCR or symptom onset date.

Evidence does not support retesting cases within 3 months of their first positive result, if not symptomatic.

<https://www.cdc.gov/coronavirus/2019-ncov/hcp/duration-isolation.html>

Quarantine separates non-ill persons exposed to an infectious disease to see if they may become sick.

Close Contacts (without symptoms)

The COVID-19 incubation period and the **ideal length of quarantine continues to be 14 days** after last exposure to the case. If 14 days of quarantine is not practical, **10 days** is acceptable in order to improve compliance **if** the following conditions are met:

- ✓ Continue to **monitor for symptoms daily** through day 14.
- ✓ If **any one** of the following symptoms are observed, **isolate immediately** and seek testing: fever, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, new taste or smell disorder, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.
- ✓ Wear a mask, stay at least 6 feet from others, avoid crowds, wash hands frequently, and take other **steps to prevent the spread of COVID-19** in case infectious without symptoms.

Must continue **14-day** quarantine:

- Long-term care facilities, correctional facilities, and other congregate settings where safe distancing is not always feasible, and populations may be at increased risk disease transmission, severe complications, or death should continue to follow the 14-day quarantine recommendation.
- Vaccinated inpatients and residents in healthcare settings should continue to quarantine following an exposure.
- Close Contacts of persons identified as having a variant strain.

Exceptions to quarantine (i.e., persons who meet the following requirements **do not** need to quarantine):

- People who have tested positive for COVID-19 within the past 3 months and recovered do not have to quarantine as long as they do not experience symptoms.
- People who are fully vaccinated (i.e., ≥ 2 weeks after second dose in a 2-dose series, or one dose of a single-dose vaccine) **AND** have remained asymptomatic (i.e., no symptoms) since the current COVID-19 exposure
NOTE: Fully vaccinated people should get tested 3-5 days after their exposure even if they don't have symptoms and wear a mask indoors in public for 14 days. If test is positive, they should isolate for 10 days post last exposure.

Healthcare Personnel (HCP), continue to refer to this guidance:

<https://alabamapublichealth.gov/covid19/assets/cov-timeframes-isolation-quarantine-hcp.pdf>

BID NO.: LA 2021-9
 BID ITEM: Disposal of Solid Waste
 OPENING: Thursday, August 19th, 2021
 DATE MAILED: Friday, July 16th, 2021

Mail 7/16
 Open 8/19
 Mtg 8/30

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT
BFI Waste Services dba Republic Services of Huntsville 3950 50 th Street SW Birmingham, AL 35221 (Gary Stignani)	✓		X		\$20.95/ ton
Waste Services of Decatur 324 Landfill Lane Bath Springs, TN 38311				X	
Waste Connections of MS 2941 County Road 309 Walnut, MS 38683	✓				\$22.95/ ton