

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 9th day of May, 2022. 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
Fay Parker	Commissioner, District 2
Joe Hackworth	Commissioner, District 2
Legal Counsel:	
Christopher A. Smith	County Attorney
Those Who Were Absent:	
Brad Holmes	Commissioner, District 1

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 Chairman Pettus.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Garner moved, seconded by Commissioner Hackworth 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 Parker moved, seconded by Commissioner Garner 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 Hackworth moved, seconded by Commissioner Parker to approve a resolution to authorize a Memorandum of Understanding (MOU) with the City of Florence regarding the proposed A-Trip II funded project at the intersection of Middle Road and Highway 72. This MOU outlines the responsibilities of both parties as they work together under A-TRIP II funded improvement work at this intersection in a 50/50 cost-share agreement toward these improvements. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve a resolution to authorize a new bank account for Lauderdale County. This new account will be established with Farmers & Merchants Bank for the Lauderdale County ARPA Revenue

Reduction Fund. This resolution authorizes Chairman Pettus and Administrator Bryant to establish this account. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve a resolution to authorize an agreement with TTL Consulting Services, Inc. of Tuscaloosa, Alabama, relating to the Construction Engineering and Inspection/Survey Services Agreement. This agreement outlines the responsibilities of all parties for the project known as Bridge Replacement on County Road 16 over Cypress Creek [STPOA-3914(251)]. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve a resolution to authorize an application for Lauderdale County to become a jurisdictional member of the Greater Shoals Broadband Cooperative District and authorizing such incorporation. There being no discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Bids for LA 2022-1 “Various Printing Jobs” were received, publicly opened and read aloud on May 6th, 2022. Chairman Pettus asked County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that two bids were received from Printers & Stationers and Herald Printing. Ms. Bryant recommended the bid be awarded to the lowest bidder, Printers & Stationers for all items. Probate notary appointment cards, one hundred twelve dollars for a quantity of four hundred; Reappraisal printed envelopes, one hundred forty-nine dollars for a quantity of two thousand; and Sheriff warrant return/inventory forms, sixty-six dollars for a quantity of two hundred. Commissioner Parker moved, seconded by Commissioner Hackworth to award the bid. There being no discussion and upon a vote taken, bid awarded to Printers & Stationers of Florence.

Bids for LA 2022-11 “Inmate Telecommunications” were received, publicly opened and read aloud on April 21st, 2022. Chairman Pettus asked County Administrator, Brenda Bryant, for her recommendation. Ms. Bryant stated that only one bid was received, from our existing service provider, with no cost changes relative to our current month-to-month contract and including an additional grant of one hundred sixty thousand dollars to be used for technology improvements at the jail. Commissioner Parker moved, seconded by Commissioner Garner to award the bid. There being no discussion and upon a vote taken, bid awarded to ViaPath of Falls Church, Virginia.

All invoiced bills were audited, allowed and ordered to be paid upon by a motion made by Commissioner Garner seconded by Commissioner Parker. Commissioner Hackworth asked if the EMA expenses listed on today’s bills would be reimbursed through CDBG grant funding and EMA Director, George Grabryan, stated that it would. Commissioner Hackworth further stated that he would like to thank George, his staff and NACOLG for the success of the recent grant and event awarding much needed equipment to the local fire departments and volunteer fire departments. There being no further discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED APRIL 26, 2022 THROUGH MAY 8, 2022

GENERAL-SPECIAL
CK# 58887-58931

\$698,863.24

AGRI-BUSINESS FUND CK# 3964-3966	\$15,137.28
LEPA FUND CK# 8771-8778	\$5,810.31
GASOLINE TAX FUND CK# 18189-18202	\$272,062.99
PUBLIC BLDG, R&B SPECIAL CK# N/A	\$0.00
PUBLIC HIGHWAY & TRAFFIC FUND CK# N/A	\$0.00
AL TRUST CAPITAL IMPROVEMENT FUND CK# N/A	\$0.00
RRR GASOLINE TAX FUND CK# 732	\$8,076.63
REAPPRAISAL FUND CK# 12274-12283	\$33,367.66
REAPPRAISAL MONEY MARKET CK# N/A	\$0.00
TOURISM, REC & CONVENTION FUND CK# 584	\$4,000.00
RSVP FUND CK# 17930-17938	\$2,440.95
CHILD PROTECTION FUND CK# N/A	\$0.00
REBUILD ALABAMA GAS TAX FUND CK# N/A	\$0.00
REBUILD ALABAMA DIESEL TAX FUND CK# N/A	\$0.00
FEDERAL AID EXCHANGE FUND CK# N/A	\$0.00
WORKPLACE DEVELOPMENT CENTER FUND CK# 1014-1015	\$44,805.00
SPECIAL GRANTS FUND CK# N/A	\$0.00
CORONAVIRUS RESCUE ACT FUND CK# 1038-1046	\$5,352,209.00
CDBG FUND CK# N/A	\$0.00
SOLID WASTE FUND CK# 8751-8768	\$542,535.10
ACCOUNTS PAYABLE FUND CK# 45550-45621	\$857,896.86
FIRE PROTECTION FEE FUND CK# N/A	\$0.00
INDUSTRIAL DEVELOPMENT TAX FUND CK# N/A	\$0.00

TOBACCO TAX FUND
CK# 3146-3148

\$10,130.00

TVA TAX FUND
CK# N/A

\$0.00

TOTAL: \$7,847,335.02

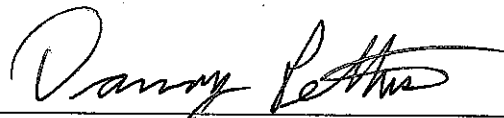
Scheduled Public Hearings: None

Staff Reports: None

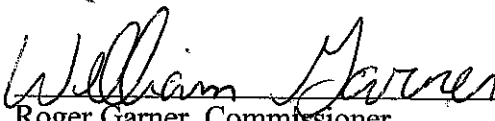
Public Comment Period: None

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

LAUDERDALE COUNTY COMMISSION




Danny Pettus, Chairman



Roger Garner, Commissioner

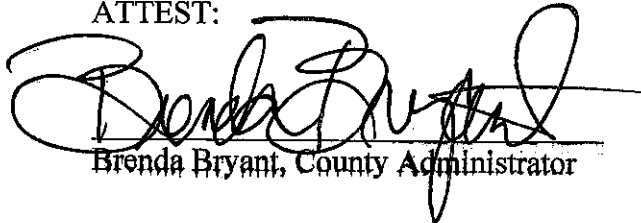
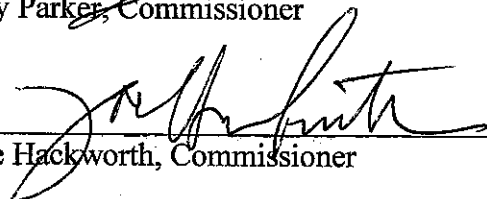
Absent

Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
MAY 9TH, 2022

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Chairman Pettus
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 A-Trip II Project
4. Resolution – New Bank Account
5. Resolution – TTL Consulting Services
6. Resolution – Broadband Cooperative District
7. BID NO LA 2022-1 “Various Printing Jobs”
8. BID NO LA 2022-11 “Inmate Telecommunications”
9. Audit and Approve Invoiced Bills

C. SCHEDULED PUBLIC HEARINGS – none

D. STAFF REPORTS

E. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit

F. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

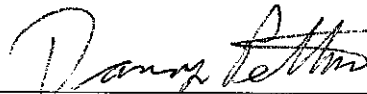
WHEREAS, the Lauderdale County Commission has applied for ATRIP II project funding to improve the intersection of County Road 61 (Middle Road) and US Highway 72; and

WHEREAS, the Lauderdale County Commission and the City of Florence will partner in this joint endeavor as detailed in the Memorandum of Understanding attached hereto.

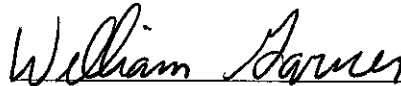
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the aforementioned ATRIP II project, Memorandum of Understanding and any budget amendment needed.

Done this the 9th day of May, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

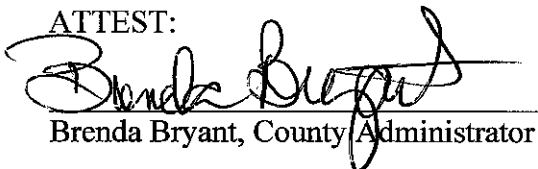
absent

Brad Holmes, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

**MEMORANDUM OF UNDERSTANDING
REGARDING THE COST OF ENGINEERING
FOR PROPOSED A-TRIP II FUNDED PROJECT
AT THE INTERSECTION OF MIDDLE ROAD AND HIGHWAY 72**

PARTIES

The parties to this Memorandum of Understanding hereinafter referred to as "MOU" are the Lauderdale County Commission, hereinafter referred to as "County" and the Florence City Council, hereinafter referred to as "City".

PURPOSE

The purpose of this MOU is to set out the agreement and terms for the expenditure of money for the engineering work involved in the request for approval under **A-TRIP II** for funding improvement work at the Intersection of Middle Road and County Road 61; and

WHEREAS, through previously adopted resolutions, the City and the County have agreed to pay for preliminary engineering on a 50/50 cost-share basis for the preliminary engineering on a proposed **A-TRIP II** project for improvements at the intersection of Middle Road and County Road 61; and

WHEREAS, a Memorandum of Understanding will help both governing bodies set out the terms of the participation in the preliminary engineering and funding of the aforementioned **A-TRIP II** project.

NOW THEREFORE BE IT RESOLVED that the City and the County shall equally divide the cost for preliminary engineering of an **A-TRIP II** proposed project for improvements at the intersection of Middle Road and County Road 61. At the time of the execution of

the attached authorizing resolutions and this Memorandum of Understanding, the preliminary engineering is estimated to cost approximately \$170,000.

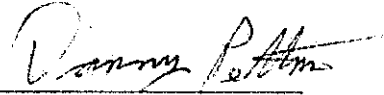
NOW, THEREFORE BE IT FURTHER RESOLVED that the County shall seek the agreed financial contribution from the City through proper invoice or like payment demand. Please see the attached resolutions of the City and the County as the authorizing documents for this MOU.

May 9th, 2022
Date

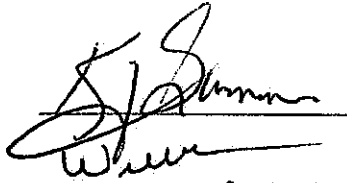


Mayor Andy Betterton
on behalf of the City
of Florence

May 9th, 2022
Date

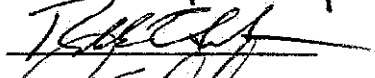


Danny Pettus
Chairman of
Lauderdale County
Commission on behalf
of the County



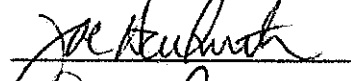
Bill Griff

Michelle P. Eubank




City Council

William Farmer



Fay Pearce

County Commission

SPONSOR: Batson, Engineering Department

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA as follows:

SECTION 1. Lauderdale County has made an application to the Alabama Department of Transportation for the ATRIP II program to make improvements at the intersection of Middle Road and Florence Boulevard. This project would improve the traffic flow along Middle Road. A portion of this project is within the City of Florence boundary and will benefit the City of Florence. Therefore, the City of Florence supports the ATRIP II project being proposed by Lauderdale County.

SECTION 2. That the City of Florence wishes to participate with Lauderdale County with the Preliminary Engineering to be divided equally between Lauderdale County and the City of Florence. (Preliminary Engineering at this time is estimated to be \$170,000.)

SECTION 3. If Lauderdale County is approved for the ATRIP II funding and the Preliminary Engineering is approved, then the City of Florence upon receipt of an invoice for such engineering services, agrees to pay one-half of the cost of said engineering services.

ADOPTED this the 21ST day of DECEMBER, 2021.

[Signature]

W. [Signature]

Bill Duff

Mionelle Pope Tubank

[Signature]

[Signature]
CITY COUNCIL



APPROVED this the 21ST day of DECEMBER, 2021.

[Signature]
MAYOR

ADOPTED & APPROVED this the 21ST day of DECEMBER, 2021.

Robert M. Leyde
CITY CLERK

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the American Rescue Plan Act of 2021 allows a County to use payments from the Fiscal Recovery Fund for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Chairman, Danny Pettus, and Administrator, Brenda Bryant, are hereby directed and authorized to establish the following bank account at Farmers & Merchants Bank for this purpose:

Lauderdale County ARPA Revenue Reduction Fund

Done this the 9th day of May, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner


-absent-

Brad Holmes, Commissioner




Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

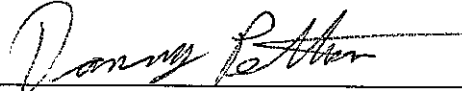
RESOLUTION

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Lauderdale County enter into an agreement with TTL Consulting Services, Inc. of Tuscaloosa, Alabama, relating to the Construction Engineering and Inspection / Survey Services Agreement attached hereto for the project known as Bridge Replacement on CR-16 over Cypress Creek STPOA-3914(251) at an estimated total cost of seven hundred forty-four thousand five hundred seventy-five dollars and ninety-six cents.

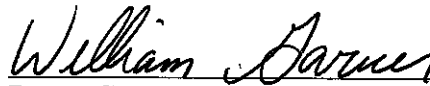
BE IT FURTHER RESOLVED, that any budget amendment needed is herein approved and upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

Done this the 9th day of May, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

-absent-

Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

AGREEMENT FOR CONSTRUCTION ENGINEERING/ SURVEY SERVICES

STATE OF ALABAMA COUNTY OF LAUDERDALE COUNTY, ALABAMA

This AGREEMENT is made and entered into this _____ day of _____ by and between Lauderdale County, hereinafter referred to as the COUNTY, and TTL Consulting Services, Inc., (TTL), which is qualified to do business in the State of Alabama, and has its principal Alabama office at 3516 Greensboro Ave., Tuscaloosa, AL 35401 Party of the Second, hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has entered into an AGREEMENT with the State of Alabama acting through the Alabama Department of Transportation (ALDOT), AND WHEREAS, the Project No. STPOA-3914(251) Bridge Replacement on CR-16 over Cypress Creek- Lauderdale County AND WHEREAS, the DOT grant eligible activities to include construction engineering activities and it has been agreed between the parties that the COUNTY retain TTL in the capacity of CONSULTANT to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The CONSULTANT will provide the following services to the COUNTY/ALDOT:

1) Construction Engineering

After approval by the State of the plans, contract documents, and authorization to award to the lowest responsible bidder, the CONSULTANT will perform the following services to assure the performance and completion of the work in accordance with the approved contract plans and specifications.

- a) Make visits to the site at required intervals appropriate to the various stages of construction to inspect, as an experienced and qualified design professional, the progress and quality of the executed work of Contractor(s) and to determine, in general, if such work is proceeding in accordance with the Contract Documents. CONSULTANT shall make comprehensive or continuous review or inspections to check quality and quantity of work. CONSULTANT shall not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor (s). CONSULTANT's efforts will be directed toward providing a greater degree of confidence for COUNTY/ALDOT that the completed work of Contractor(s) will be free from defects and will conform to the Contract Documents, but CONSULTANT shall not be responsible for the failure of the Contractor(s) to perform the work in accordance with the Contract Documents. During such visits, and on the basis of on-site observations, CONSULTANT shall keep COUNTY/ALDOT informed of the progress of the work and shall endeavor to guard COUNTY/ALDOT against defects and deficiencies in such work, and may disapprove or reject work failing to conform to the Contract Documents.
- b) Perform all materials testing on the project including, but not limited to, subgrade density testing, concrete sampling and testing and asphalt testing. CONSULTANT shall provide a technician to perform in place sampling of materials (soils / concrete / asphalt) as necessary and perform the required testing / analysis on the samples. All materials testing shall comply with the ALDOT Testing Manual and will be performed by certified technicians.

- c) Review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, and the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review for general content, as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- d) Issue all instructions of COUNTY/ALDOT to Contractor(s); issue necessary interpretations and clarifications of the contract Documents and, in connection therewith, prepare change orders as required, having authority, as COUNTY/ALDOT's Representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder; and make decisions on all claims of COUNTY/ALDOT and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work, but CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- e) Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing Contractor(s) and recommend, in writing, payments to Contractor(s) in such amounts. Such recommendations of payments will constitute a representation to COUNTY/ALDOT, based on such observations and review, that the work has progressed to the point indicated, that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the contract Documents) and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s).
- f) Conduct a final inspection to determine if the Project is substantially complete and to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to COUNTY/ALDOT and the contractor(s) that the work is acceptable (subject to any conditions therein expressed).
- g) CONSULTANT shall not be responsible for the acts and omissions of any Contractor or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work. CONSULTANT shall not be responsible for the adequacy of the contractor's safety program, safety supervision, or any safety measure which the Contractor takes or fails to take in, on, or near the project site.

ARTICLE II: OBLIGATION OF THE COUNTY/ALDOT TO CONSULTANT:

In connection with this work, the COUNTY/ALDOT will: (1) As far as possible, cooperate with the CONSULTANT in making necessary arrangements with public officials and with such individuals as the CONSULTANT may need to contact for advice, counsel, and information; (2) furnish all available as-built drawings; (3) furnish any roadway, bridge, and utility drawings that may be available from the Alabama Department of Transportation.

ARTICLE III: TIME OF BEGINNING AND COMPLETION:

After approval of this AGREEMENT by the DOT, the COUNTY/ALDOT will notify the CONSULTANT to proceed with the professional services. In the event the COUNTY/ALDOT with the approval of the State, deem it advisable or necessary in the execution of the work to make substantial alterations which will increase or decrease the scope of work outlined in this AGREEMENT, the schedule may be adjusted in accordance with Article VII, of this AGREEMENT.

ARTICLE IV: PAYMENTS:

For services provided for, when performed by the CONSULTANT in accordance with this AGREEMENT, and as full and complete compensation therefore, including all necessary expenditures made and incurred by the CONSULTANT in connection with this AGREEMENT, except as otherwise expressly provided herein, and subject to and in conformity with all provisions of this AGREEMENT, the COUNTY/ALDOT will pay the CONSULTANT the actual cost plus a fixed fee for profit as provided for in Code of Federal Regulations 23 CFR 172.

The CONSULTANT will keep separate records of Engineering cost on each phase of work, including hours worked by each employee classification, payroll additives, expenses, transportation and subsistence which are directly allocable to this contract. Payments will be made on the basis of acceptable accounting records of the CONSULTANT which are subject to acceptance by the State and which records will be kept in compliance with part 30 and 31, Federal Acquisition Regulations. Overhead will be based on the latest available information generally acceptable accounting practices and will be made available, if requested, for inspection by representatives of the COUNTY/ALDOT, state and Federal Highway Administration, and copies thereof shall be furnished by the CONSULTANT if requested. All records necessary to substantiate charges under this contract will be retained by the CONSULTANT for a period of at least three years after final reimbursement payment to the COUNTY/ALDOT by the State for the project work. The actual cost for each phase of work accomplished will include: (1) All costs related to salaries of employees for time directly chargeable to the particular phase of the project work; the salaries of principals for time they are productively engaged in work on a particular phase necessary to fulfill the terms of the contract; (2) Salary additives, the CONSULTANT's expenses and overhead to the extent they are properly allocable to the particular phase of work of the project; and (3) Transportation cost, computed at the rate shown hereafter, and subsistence, computed on basis of necessary actual out-of-pocket expenses when working away from the home office on the particular phase of work.

Extra work will not be performed until and unless written authority is received from the COUNTY/ALDOT indicating approval of the extra work and of the new maximum amount and the COUNTY/ALDOT will not issue such written authority until and unless the COUNTY/ALDOT is so authorized in writing by the State. Such a change, if approved, will not change or limit any of the other terms, conditions, or requirements of this AGREEMENT, provided however, additional time for completion of work may be given in accordance with Article VII, hereof.

The acceptance by the CONSULTANT of the final payment will constitute and operate as a release to the COUNTY/ALDOT of all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished or relating to the services rendered by the CONSULTANT under or in connection with this AGREEMENT or any part thereof, provided that no unpaid invoices exist because of extra work required at the written request of the COUNTY/ALDOT.

The CONSULTANT will perform the necessary Engineering work and unless substantial authorized change is made in the plans or scope of work, and/or the responsibilities of the CONSULTANT, the maximum payment for Construction Engineering will not exceed \$744,575.96.

The hourly rates shown below are based on the accounting records of the CONSULTANT and the CONSULTANT certifies that such rates are those rates paid by the CONSULTANT during the preceding twelve (12) month period. The CONSULTANT will be paid for actual cost incurred plus the fixed fee for profit. In the event there are substantial changes in the plans and/or scope of work approved by the Alabama Department of Transportation, which significantly increases or decreases the work and/or responsibilities of the CONSULTANT, the maximum fee may be adjusted by AGREEMENT approved by the COUNTY/ALDOT.

LABOR RATES RANGES FOR ENGINEERING & INSPECTION PERSONNEL:

Classification	Hourly Pay Ranges
Professional Civil Engineer	\$28.00/ hr - \$45.00/ hr
Project Manager	\$21.00/ hr - \$37.00/ hr
Senior Inspector	\$17.00/ hr - \$29.00 / hr
Level II Inspector	\$13.00/ hr - \$24.00 / hr
Level I Inspector	\$12.00/ hr - \$19.00/ hr
Professional Land Surveyor	\$20.00/ hr - \$37.00/ hr
Field Supervisor	\$17.00/ hr - \$29.00/ hr
Instrument Person	\$13.00/ hr - \$23.00 / hr
Target Person	\$12.00/ hr - \$19.00 / hr
Administrative Assistant	\$10.00/ hr - \$19.00 / hr

AUDITED RATE, FCCM AND MILEAGE

Current Audited Field Office Overhead Rate	140.86%
Current Audited Home Office Overhead Rate	185.56 %
Facilities Capitol Cost of Money	0.49%
Mileage @	\$0.585/mile

ARTICLE V: CONSTRUCTION COST ESTIMATE FOR PROJECT:

Riley Bridge Company, Inc. was awarded the job since they were the low bid. The construction cost for Project No. STPOA-3914(251) Bridge Replacement (Grading, Drainage, Pavement and Bridge) on CR-16 Over Cypress Creek, Northwest of Florence, Lauderdale County, Alabama is \$ 4,969,803.83.

ARTICLE VI: OWNERSHIP OF ENGINEERING DOCUMENTS:

Upon completion of the work covered by this AGREEMENT and receipt of all monies due, the CONSULTANT, will deliver to the COUNTY/ALDOT all survey notes, computations, maps, tracings, and all other documents and data pertaining to either the work or the project, which material will become the property of the COUNTY/ALDOT. All original tracings of maps and other Engineering data furnished to the COUNTY/ALDOT by the CONSULTANT will bear thereon the endorsement of the CONSULTANT.

ARTICLE VII: DELAYS AND EXTENSION:

In the event additional work or unavoidable delays prevent completion of the services to be performed under this AGREEMENT in the time specified in Article III, the COUNTY/ALDOT may grant, subject to prior written approval of the State, a time extension provided written application is made by the CONSULTANT within ten (10) days after the alleged delay has occurred. Any time extensions for extra work will be based on the complexity, extent and magnitude of the extra work.

ARTICLE VIII: TERMINATION OR ABANDONMENT:

The COUNTY/ALDOT will have the absolute right to abandon the work or to amend the work or project at any time, and such action on its part will in no event be deemed a breach of contract.

As provided herein, the COUNTY/ALDOT has the right to terminate this AGREEMENT and make settlement with the CONSULTANT upon the basis of actual cost for work performed in accordance with this AGREEMENT at the time of termination, plus the percentage of profit based upon the work completed to date of termination.

In the event the Alabama Department of Transportation notifies the COUNTY/ALDOT, at any time that the CONSULTANT should cease work, the COUNTY/ALDOT will immediately notify the CONSULTANT to cease work and the CONSULTANT will cease all work immediately upon notification by the COUNTY/ALDOT to cease work. No payment and no reimbursement will be made for work performed by the CONSULTANT beyond a period of four (4) working days following notification by the COUNTY/ALDOT to cease work. Any payment to the CONSULTANT by the COUNTY/ALDOT, and any reimbursement to be made to the COUNTY/ALDOT will be for the actual cost to the CONSULTANT plus the pro-rated portion of the fixed fee for profit, based on the work completed at the end of the four (4) day period. This proration will be developed by dividing the value of the work completed to date under that phase by the total value of that phase of work less profit, to arrive at a multiplier. This multiplier will then be multiplied by the total fixed fee for profit for that phase of work applicable, to arrive at a dollar value for the amount of fixed fee for profit to be paid by the COUNTY/ALDOT.

ARTICLE IX: GENERAL COMPLIANCE WITH LAWS:

The COUNTY/ALDOT will observe and comply with the provisions of all Federal, State, and Municipal laws and regulation as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The COUNTY/ALDOT will procure and pay for all licenses and permits that are necessary for its performance of work.

ARTICLE X: EMPLOYMENT OF FEDERAL, STATE, COUNTY, OR COUNTY WORKERS:

Without the written consent of the Alabama Department of Transportation the CONSULTANT will not engage, on full or part time or other basis during the period of the AGREEMENT, any profession or technical personnel who are or have been at any time during the period of this AGREEMENT or within a period of one (1) year immediately prior thereto, in the employ of the Federal Highway Administration or the Highway Organization of any State, County, or COUNTY, except regularly retired employees, retired for a period of at least one (1) year prior to the effective date of this AGREEMENT.

ARTICLE XI: TERMS AND CONDITONS

1. If, through any cause, CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if CONSULTANT shall violate any of the covenants, AGREEMENTs, or stipulations under this Contract, COUNTY/ALDOT shall thereupon have the right to terminate this Contract by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Contract will, at the option of COUNTY/ALDOT, become its property and CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
2. Notwithstanding the above, CONSULTANT shall not be relieved of liability to COUNTY/ALDOT for damages sustained by COUNTY/ALDOT by virtue of any breach of the Contract by CONSULTANT, and COUNTY/ALDOT may withhold payments to CONSULTANT for the purpose of set-off until such time as the exact amount of damages due COUNTY/ALDOT from CONSULTANT is determined.
3. COUNTY/ALDOT may terminate this Contract by giving at least ten days notice, in writing, to CONSULTANT. If the Contract is terminated by COUNTY/ALDOT, as provided herein, CONSULTANT will be paid for the time provided and expenses incurred up to the termination date.
4. COUNTY/ALDOT, may from time to time, request changes in the scope of the services of CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of CONSULTANT's compensation, which are mutually agreed upon by and between COUNTY/ALDOT and CONSULTANT, shall be incorporated in written amendments to this Contract.
5. CONSULTANT represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. All of the services required hereunder will be performed by CONSULTANT, or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
6. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the State and consent of the COUNTY/ALDOT. In the event the COUNTY/ALDOT gives such consent with prior approval of the State, all the terms and conditions of this

AGREEMENT will apply to and bind the party or parties to whom such work is cosigned, sublet, or transferred as fully and completely as the CONSULTANT is hereby bound and obligated.

7. CONSULTANT will not assign any interest on this Contract, and will not transfer any interest in the same without prior written consent of COUNTY/ALDOT thereto, provided, however, that claims for money by CONSULTANT from COUNTY/ALDOT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to COUNTY/ALDOT.
8. CONSULTANT will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by COUNTY/ALDOT to assure proper accounting for all project funds, both Federal and non-Federal shares. These written records will be made available for audit purposes to COUNTY/ALDOT or any other authorized Representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by COUNTY/ALDOT.
9. CONSULTANT, at such times and in such forms as COUNTY/ALDOT may require, will furnish COUNTY/ALDOT such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
10. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY/ALDOT.
11. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of CONSULTANT.
12. To the fullest permitted by law, COUNTY/ALDOT shall defend, indemnify, and hold harmless CONSULTANT, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused on whole or in part by acts or omissions of COUNTY/ALDOT, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.
13. To the extent damages are covered by property insurance during construction, the COUNTY/ALDOT and CONSULTANT waive all rights against each other and against the agents, employees, consultants, and independent contractors of the other for damages, except such rights as they may have to the proceeds of such insurance. The COUNTY/ALDOT or CONSULTANT, as appropriate, shall require of the agents, employees, consultants, and independent contractors of any of them similar waivers in favor of the other parties enumerated herein.
14. Unless otherwise provided in this Contract, the CONSULTANT and its agents, employees, consultants and independent contractors shall have no responsibility for the discovery, presence, handling, or removal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.
15. The AGREEMENT, upon execution by the parties hereto and after approval of the Alabama Department of Transportation, supersedes any previous AGREEMENT made between COUNTY/ALDOT and CONSULTANT of this particular project.
16. The COUNTY/ALDOT and the CONSULTANT recognize the obligation of the Alabama Department of Transportation for reimbursement to the COUNTY/ALDOT, for work performed under this AGREEMENT will be subject to the execution of an AGREEMENT as might be applicable to this project, between the COUNTY/ALDOT and the Department, which AGREEMENT will contain

provisions assuring that the COUNTY/ALDOT has complied or will comply with and fulfill all obligations, requirements, notifications, and provisions of this AGREEMENT which are for the benefit or protection of the Department, and that the COUNTY/ALDOT has obtained or will obtain all approvals and authorizations of the Department which are provided for in this Engineering Consultant AGREEMENT, and no reimbursement payments will be due and none will be made by the Department until such AGREEMENT as applicable is executed and complied with faithfully by the COUNTY/ALDOT and the CONSULTANT.

It is intended that the word State, when used in this AGREEMENT, includes the Alabama Department of Transportation.

By entering into this AGREEMENT with the COUNTY/ALDOT and in performing its services hereunder, TTL acknowledges it shall comply with the terms and conditions of the most current statewide ALDOT CE&I and Survey contracts and applicable portions thereof and perform its obligations to ALDOT under that contract. The terms and conditions of the ALDOT CE&I and Survey contracts that are applicable to are hereby made a part of this AGREEMENT by reference

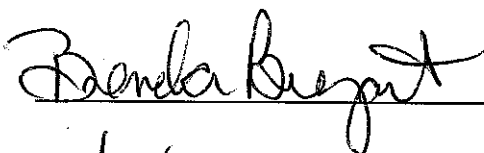
IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective and duly authorized representatives.

LAUDERDALE COUNTY COMMISSION

ATTEST:

By: 
Its: County Commission Chair

Date: 5/9/22



Date: 5/9/22

TTL Consulting Services, Inc. (TTL) (CONSULTANT)

By: 
Its: Transportation Senior Vice President

Date: 4/28/22

A RESOLUTION APPROVING AN APPLICATION FOR THE COUNTY OF LAUDERDALE TO BECOME A JURISDICTIONAL MEMBER OF THE GREATER SHOALS BROADBAND COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

The undersigned, being all of the members of the County Commission (the "Governing Body") of the County of Lauderdale, Alabama (the "Public Entity"), acting subject to and in accordance with the relevant provisions of the Code of Alabama 1975 (as the same may be amended or supplemented from time to time, the "Act"), do hereby consent to the adoption of the following resolutions:

WHEREAS, on or around April 13, 2022, three (3) natural persons being Macke Mauldin, Jim Blasingame, and Michael Shipper (such persons collectively, the "Applicants") filed with the Governing Body an application made under and in accordance with provisions of Chapter 99B of Title 11 of the Act (the "Application"), a copy of which Application is attached hereto as Exhibit A;

WHEREAS, as further set forth in the Application, the Applicants have proposed and requested, among other things, that (a) a public corporation by the name of the "Greater Shoals Broadband Cooperative District" be incorporated pursuant to and in accordance with the relevant provisions of Chapter 99B of Title 11 of the Act to serve as a "capital improvement cooperative district" within the meaning of the Act (the "District"), (b) the Public Entity become and be a member of the District, and (c) that the Public Entity adopt and approve these resolutions for purposes of, among other things, approving and authorizing the matters referenced in this paragraph;

WHEREAS, as further set forth in the Application, each Applicant has certified that he or she is a duly qualified elector of one of the counties with the governing body of which this application is being filed;

WHEREAS, upon receipt and consideration of the Application and related information and evidence, the Governing Body has determined that the Application satisfies the applicable requirements of Chapter 99B of Title 11 of the Act; and

WHEREAS, upon receipt and consideration of the Application and related information and evidence, the Governing Body has determined it to be wise, expedient, and necessary, and in the best interest of the Public Entity and its citizens and users, that the proposed District be formed and that the Applicants proceed to form the proposed District by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Act.

NOW, THEREFORE, BE IT:

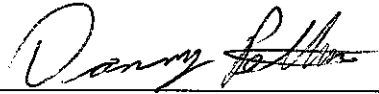
RESOLVED, the Governing Body has determined it to be wise, expedient, and necessary that the proposed District be formed, and the Applicants are hereby authorized to proceed to form the proposed District by the filing for record of a certificate of incorporation in accordance with the provisions of Section 11-99B-4 of the Act; and

FURTHER RESOLVED, that upon formation of the proposed District, the Public Entity will be a member of such District and, in its capacity as a member thereof, the Public Entity is hereby authorized and directed to perform and carry out its rights and obligations in connection therewith.

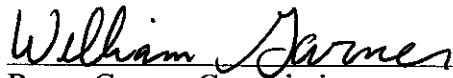
This instrument may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument. A signed copy of this instrument delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this instrument.

IN WITNESS WHEREOF, each of the undersigned have caused these resolutions to be duly executed and adopted effective as of May 9th, 2022.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

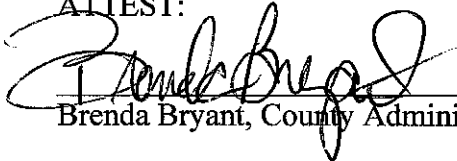
- absent -

Brad Holmes, Commissioner



Fay Parke, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

LA-2022-1

BID ITEM: "Various Printing Jobs"
 OPENING: Friday, May 6, 2022
 DATE MAILED: Tuesday, April 26, 2022

	NO BID	LOW BID	NO RESPONSE	Sheriff - Search Warrant Return and Inventory Forms	Reappraisal - Printed Envelopes	Probate - Report of Appointment Notary Public Card
Data Pro Attn: Joe Smith 2106-A West Ferry Way Huntsville, AL 35801			X			
First Impressions Attn: Chris Richerson 459 James Road Hampton Cove, AL 35763			X			
Herald Printing 328 N. Pine Street Florence, AL 35630				200.134 ⁰⁰ 400.200 ⁰⁰	2000.236 ⁰⁰ 1480 ⁰⁰	No Bid
Printer & Stationers 113 N Court Street Florence, AL 35630		X		200.66 ⁰⁰ 400.128 ⁰⁰	2000.149 ⁰⁰ 4000.289 ⁰⁰	200.63 ⁰⁰ 400.112 ⁰⁰
Diversified Companies, LLC Attn: John Dawson 3721 Powers Court Chattanooga, TN 37416			X	No to price break per BIB	NO TO PRICE BREAK per Paula	Take price break Per Michelle
IMS Enterprises 3115 Northington Ct Florence, AL 35630			X			

BID NO.: LA 2022-11
 BID ITEM: "Inmate Telecommunications"
 OPENING: Thursday, April 21st, 2022 at 10:00am
 DATE MAILED: Monday, March 14th, 2022

Mail Bids-3/14
 Advertise-3/13, 3/20, 3/27
 SITE VISIT REQUIRED
 Open - 4/21
 Mtg - 4/26 (60-day install)
 Effective - 7/1

	BID BOND <i>Not Req.</i>	NO BID	LOW BID	NO RESP	AMOUNT
<i>See bond email</i> Telmate <i>Viapath</i> Robert Wells 3120 Fairview Park Drive Ste 300 Falls Church VA 22042 rwells@gtl.net			X		See Attached
ComApp Technologies (CAT) Carmela Rogers 99 Washington Street Melrose MA 02176 carmela.rogers@comapptech.com <i>sales@comapptech.com</i>				X	
HomeWAV Ken Kienzler Gallatin TN 37066 k.kienzler@homewav.com				X	
NCIC Clay Stewart 607 E Whaley Street Longview TX 75601 clay.stewart@ncic.com				X	
Securus Technologies Inc Tommy D Duncan III 4000 International Parkway Carrollton TX 75007 tduncan1@securustechnologies.com				X	
<i>sean@encomsys.com</i> <i>3/16</i>				X	

BID NO.: LA 2022-11
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 SITE VISIT REQUIRED
 Open - 4/21
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 Effective - 7/1

PAGE 2

Bid Bond Council

	BID BOND <i>Not Req.</i>	NO BID	LOW BID	NO RESP	AMOUNT
<i>✓</i> danny.moore@Smartcommunications.us				X	
<i>✓</i> aaron.dexter					
<i>✓</i> erin.mcveigh@construction.com				X	

BID FORM

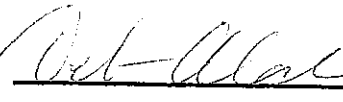
TO: LAUDERDALE COUNTY COMMISSION
200 S. Court Street, Room 303
FLORENCE, ALABAMA 35630

BID NO. LA 2022-11 - "INMATE TELECOMMUNICATIONS"

In compliance with your INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS, the undersigned hereby proposes to furnish and supply items of services to the Lauderdale County Commission, Florence, Alabama, in strict accordance with the SCHEDULE and SPECIFICATIONS.

DATES: Dates are in accordance with LCDC's required schedule and specifications.

SIGNED: Global Tel*Link Corporation d/b/a ViaPath Technologies ("ViaPath")
(Company)

BY: 
(Signature)

President and Chief Executive Officer
(Title)

BUSINESS ADDRESS: 3120 Fairview Park Drive, Ste 300
Falls Church, VA 22042-4570

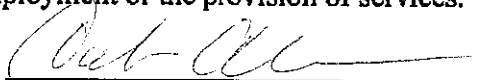
TELEPHONE: 703-955-3910

NUMBER OF DAYS TO DELIVER AFTER ORDER IS RECEIVED: 60 days

Item: Inmate Phones, Tablets and Video Visitation **Bid Price:** Please see proposal

BID NO. LA 2022-11 - "INMATE TELECOMMUNICATIONS"

The ViaPath **(Company Name)** does not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in employment or the provision of services.


Signature

Revenue Share Overview

Because of our industry experience, and your support and input, ViaPath has been able to reveal areas of opportunity to increase efficiencies for Lauderdale County Commission and the Lauderdale County Detention Center (LCDC). ViaPath is proud to submit a competitive offer to the LCDC that offers upgraded technology as well as new services that will meet and exceed your unique needs. In our offer there is a balance of proven upgraded technology coupled with fair calling rates and increased revenue sharing.

As your partner for over eight (8) years with a full understanding of your **operational processes and goals**, we know what it takes to deliver cutting-edge technology and services for you. Maintaining your needs is at the forefront of every decision we make. It is important to note a few of the key benefits and differentiators of our offers:

- Full understanding of your daily operations. George Bolton will continue to service as your field service technician alongside the local Field Service Manager—Kelley Conn—to oversee your account.
- A smooth and non-disruptive installation as ViaPath upgrades LCDC to the latest technology with new features. Only we can guarantee no down time for the County and the called party.
- LCDC will receive an additional line of revenue with tablet technology. Inmates will be able to place traditional calls and conduct onsite and remote video visits. Inmates will have a full array of the latest features including messaging, education, movies, games, music and more. ViaPath's tablet solution provides comprehensive tools specifically designed for monitoring and auditing tablet usage.

-
- *ViaPath understands the importance of keeping inmates connected to their support system and is dedicated to reducing recidivism through communication. Therefore, **ViaPath includes in all Offers, one free five-minute call per week to every inmate.** This is a company-wide policy that we offer at all customer sites.*
 - *ViaPath provides **upgraded technology** with additional **investigative capabilities.***
 - *Provide County staff with enhanced security and investigative capabilities*
 - *Move Dorchester County facility towards a true paperless and automated environment*
 - *Entertainment applications built for the corrections industry with filtering security capabilities - providing added security functionality for County staff. Some vendors utilize free apps with limited selections and limited security capabilities providing a security risk to the County.*
-

At ViaPath, our mission is to create impactful connections, supplement rehabilitative services, increase security, and provide industry-leading service, all at an affordable price for facilities, friends and families, and inmates. We give your inmates the ability to stay engaged with their support networks by making meaningful connections through our products and services and increase the inmate's participation in, and completion of, educational and rehabilitative programming.

Regardless of past life choices, socioeconomic status or criminal history, our goal is to make sure everyone has access to technology, education, and digital rehabilitative services to improve and enhance their personal outcomes during incarceration and post-release.

As demonstrated throughout our proposal, ViaPath fully understands the service requirements and overall operational goals that LCDC is seeking.

As the leader in corrections technology, ViaPath delivers best in class inmate communications and operational solutions that exceed industry standards. We also understand the recent

challenges which have created some stress upon staff and our offer provides remedies with what it takes to deliver cutting-edge technology and services for you while maintaining your needs at the forefront of every decision we make.

Our tablet program is intended to mitigate staff involvement while increasing savings to inmates and the public. County inmates are not required to use any of the premium content. ViaPath only asks that this content be available for the inmates to choose from.

Unlike other vendor models that require a rental style program to access premium applications, our solution is usage based and does not require a rental or monthly subscription. With ViaPath, inmates have the flexibility of only using the free programs and, if desired, using as little as one minute of other premium apps or content.

In addition, an inmate can perform multiple functions and only charged one low rate. For example, an inmate can play a game for 30 minutes while listening to music, that inmate will only pay a flat rate \$0.05 per minute (not \$0.05 for each) for a total cost of \$1.50 for those 30 minutes. Whereas with some competitor models they may have to pay \$1.99 for a game and \$3.99 for a song for a total cost of \$5.98 plus a rental fee for same 30 minutes for the premium content and they are limited to that one game and/or song.

As a technology partner we are committed to **investing the time, energy, and resources** needed in continuing a long-term successful partnership with LCDC.

Revenue Share Proposal

	Offer
ViaPath Rate Offers	
ITS Rates	
- Call Rate Per Minute – Local, IntraLATA, InterLATA, Interstate – All Call Types	\$0.21
- Call Rate Per Minute – International ²	\$0.21
Tablet Content, Tablet Video Visitation & Messaging Rates	
- Remote Video Visitation – Per Minute	\$0.25
- Friends & Family Messaging – Per Message	\$0.25
- Inmate Messaging – Per Minute	\$0.05
- Tablet Content – Per Minute	\$0.05
Revenue Share Offers	
ITS Revenue Share – All Traffic	70%
Inmate Table Content	25%
On-Demand Visitation – Video Visitation	25%
Contract MAG	\$200,000
One-Time Technical Grant	\$160,000

² Plus the applicable call termination rate for the destination country as published on ViaPath's website, which may be updated every 3 months in accordance with the FCC Order.

	Offer
Communications Solutions	
Inmate Telephone Service (ITS)	Included
- Secure Private Network – 99.9% Up-time	Included
- Secure System Access	Included
- Web-Based Anytime, Anywhere Access for Properly Authorized Users	Included
- Comprehensive, Easy-to-use Administrative Tools	Included
- Redundancy of all Critical Operational Components	Included
- Call Monitoring & Recording	Included
- Privileged Calls (non-monitored)	Included
- JMS Interface for Inmate Information/PIN Transfer	Included
- Automated PIN Debit	Included
- Commissary Order by Phone	Included
- Maintenance	Included
Investigative Solutions	
Unlimited BNA – Reverse Number Lookup	Included
Voice IQ - Voice Biometrics – Initial Voice Biometrics	Included
Voice IQ – Voice Biometrics - Continuous Voice	Included
Call IQ Basic - Keyword Search/Word Recognition	Included
Phone IQ – Phone Type Identification	Included
Inmate Services	
Tablets – Wireless Communication Device	Included
- Inmate Calling via Tablet	Same rates and commission as phone calling
- Remote Video Visitation/On-Demand	See Rates Above
- Secure Messaging	See Rates Above
- PDF Documents (Inmate handbooks, announcements, etc.)	Included
- Automated Inmate Requests	Included
- Automated Inmate Grievances	Included
- PREA/Crime TIPS	Included
- Law Library	Included
- Basic Inmate Education Programs	Included
- Commissary Ordering	Included
- Audio books	Included
- Movies/Video on Demand	See Rates Above

	Offer
- Podcast	See Rates Above
- Music Videos	See Rates Above
- Streaming Music	See Rates Above
- Games	See Rates Above
ViaPath Payment Services Offers	
Friends & Family Web and IVR Services	Included
Android / IOS Smartphone application	Included

Taxes and Other Fees

Federal, state, and local taxes apply to all telecommunications services. Taxes on collect calls are assessed by the local exchange carrier or billing agent that bills the call recipient for the collect call. Taxes on prepaid calls such as, PIN Debit or Prepaid Cards, are assessed and collected by ViaPath and remitted to the taxing authority. Tax calculations are based upon the mandated tax rate in effect at the time of call and vary by call origination and destination. Tax collections are rendered to the appropriate taxing entity and are never retained in whole or in part by ViaPath. All other charges and fees associated with inmate calls are disclosed below.

	Fee
Transaction Fees	
Certified check mailed to ViaPath	\$0.00
Money Order mailed to ViaPath	\$0.00
IVR/Web	\$3.00
Live Operator	\$5.95
AdvancePay OneCall	\$3.00
Third Party Financial Transaction Fees ³	Exact Fee Charged by Third Party (varies by third party)
Federal and State Fees	
Federal Universal Service Fund (FUSF) ⁴	Per FCC
State Universal Service Fund (SUSF) ⁵	Per SUSF

³ Charged by third parties including, but not limited to, MoneyGram, Western Union, credit card processing, and transfers from commissary accounts. Fees do not include any markup by ViaPath. Third party financial transaction fees may be in addition to other fees as applicable to the transaction choice.

⁴ Federal Universal Service Fund percentages change as prescribed by the FCC. ViaPath passes-through FUSF fees based on the prescribed percentage of interstate calling. The fee is applied to each interstate call made by the Customer and remits the amount to the applicable government agency.

⁵ State Universal Service Fund percentages change as prescribed by each state authority. ViaPath passes-through SUSF fees based on the prescribed percentage and intrastate calling. The fee is applied to each intrastate call made by the Customer and remits the amount to the applicable government agency.