

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 22<sup>nd</sup> day of May, 2023. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Brad Black	Commissioner, District 1
Roger Garner	Commissioner District 1
Fay Parker	Commissioner, District 2
Joe Hackworth	Commissioner, District 2

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 Black 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 Hackworth 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 Black moved, seconded by Commissioner Garner to enter into a Memorandum of Understanding with the City of Florence that outlines the terms, provisions, and responsibilities of all parties as the City of Florence agrees to answer calls concerning animal control for Lauderdale County. There being no discussion, and upon a vote taken, the motion was unanimously approved. Resolutions are herein recorded and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to declare Sunday, June 11<sup>th</sup>, 2023 be celebrated in Lauderdale County as Race Amity Day, and all citizens are urged to take notice of this event participate in its annual observance. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Chairman, Danny Pettus invited Annie Minor and Jacqui Thomas to approach the podium, and he presented them with a signed Race Amity Day resolution.

Commissioner Black moved, seconded by Commissioner Hackworth to approve entering into an agreement with Shoals Industrial Development Committee that states they will contribute five million dollars for the capital construction of the Workforce Development Center. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recording and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to approve an upward revision in the Retired Senior Volunteer Program's budget for the fiscal year 2022-2023 due to an increase in funding from Montgomery. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to approve the week of May 21<sup>st</sup> through May 27<sup>th</sup> being declared Emergency Medical Services Week to show appreciation to first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Bids for Bid No. LA 2023-10 "DEPUTY SUVS" were received, publicly opened and read aloud on Tuesday, May 16<sup>th</sup>, 2023. Commissioner Pettus referred to Administrator, Brenda Bryant for her recommendation. Brenda Bryant told the Commissioners that Donohoo Chevrolet bid at thirty-five thousand one hundred ninety-seven dollars and seventy-six cents. A motion was made by Commissioner Parker, and seconded by Commissioner Garner. There being no discussion and upon a vote taken, motion was unanimously approved. Bid No. LA 2023-10 "DEPUTY SUVS" is herein recorded and made a part of these minutes.

Bids for Bid No. 2023-13 "Reinforced Concrete Bridge Culvert on County Rd. 65 over Brush Creek" were received, publicly opened and read aloud on Thursday, May 18<sup>th</sup>, 2023. Commissioner Pettus referred to Lauderdale County Engineer, Eric Hill, for his recommendation. Eric Hill recommended the Lauderdale County Commission choose to use Glasgow Construction who had the lowest bid amount of one-hundred eighty-four thousand six hundred sixty dollars and thirty-nine cents. A motion was made by Commissioner Garner, and seconded by Commissioner Black. There being no discussion and upon a vote taken, motion was unanimously approved. Bid No. 2023-13 "Reinforced Concrete Bridge Culvert on County Rd. 65 over Brush Creek" is herein recorded and made a part of these minutes.

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

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period: Dan Summy of Lauderdale County, thanked the Lauderdale County Commission for signing the Memorandum of Understanding for Animal Control with the City of Florence. Mr. Summy was encouraged by the agreement, and looks forward to see what it means for the future of Lauderdale County animals.

Jack Thomas of Lauderdale County was very upset with the condition of County Road 95. He said it is in horrible shape, and would like Lauderdale County to vacate his road so he and his neighbors can take care of any repairs themselves.

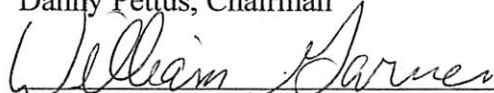
Justin Goad, of Lauderdale County, has built a very small cabin on some land near Wilson High School. He didn't realize, since it is in the County, when building this cabin that he would need a city permit in order to get utilities. He would like very much to have utilities run to this cabin so he and his son can enjoy it, but this has been put on hold due to the fact he can't get utilities. Mr. Parker asked for an informational printout that Mr. Goad had brought for all the Lauderdale County Commissioners. Mr. Parker also asked if he was in police jurisdiction. Lauderdale County Attorney, Chris Smith, then explained about how he can be outside of police jurisdiction, but could still be required to have city permits for certain things.

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

  
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Danny Pettus, Chairman

  
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Roger Garner, Commissioner

  
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Brad Black, Commissioner

  
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Fay Parker, Commissioner

  
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Joe Hackworth, Commissioner

ATTEST:

  
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Brenda Bryant, County Administrator

LAUDERDALE COUNTY CHECKS ISSUED :  
May 8, 2023 to May 21, 2023

1 .	General-Special	60310-60360	665,611.11
2 .	Agri-Business Fund	4035-4037	735.51
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	N/A	0.00
5 .	LEPA Fund	8975-8981	4,391.23
6 .	Gasoline Tax Fund	18580-18594	316,410.13
7 .	Public Bldg., R & B Special	N/A	0.00
8 .	Public Highway & Traffic Fund	N/A	0.00
9 .	Al. Trust Capital Improvement Fund	N/A	0.00
10 .	RRR Gasoline Tax Fund	N/A	0.00
11 .	Reappraisal Fund	12525-12534	30,557.72
12 .	Reappraisal Money Market	N/A	0.00
13 .	Tourism, Rec. & Convention Fund	N/A	0.00
14 .	RSVP Fund	18119-18132	8,027.64
	(*18119-18126 WERE MISSED FROM 04/25/2023 MEETING)		
15 .	Child Protection Fund	N/A	0.00
16 .	Rebuild Alabama Gas Tax Fund	N/A	0.00
17 .	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18 .	Federal Aid Exchange Fund	N/A	0.00
19 .	Workplace Development Center Fund	1044	415.00
20 .	Special Grants Fund	N/A	0.00
21 .	ARPA Revenue Reduction Fund	N/A	0.00
22 .	Coronavirus Rescue Act Fund	1069-1070	261,392.50
23 .	CDBG Fund	N/A	0.00
24 .	Solid Waste Fund	9143-9155	177,604.19
25 .	Account Payable Fund	47024-47085	814,884.69
26 .	Fire Protection Fee Fund	4999-5012	18,900.00
27 .	Industrial Development Tax Fund	N/A	0.00
28 .	Tobacco Tax Fund	N/A	0.00
29 .	TVA Tax Fund	N/A	0.00
		<b>TOTAL \$</b>	<b>2,298,929.72</b>

**LAUDERDALE COUNTY COMMISSION**  
**REGULAR MEETING AGENDA**  
**May 22, 2023**

**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. (a)PUBLIC COMMENTS ON AGENDA ITEMS

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

**REGULAR BUSINESS**

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—MOU Animal Control
4. Resolution---Race Amity Day
5. Resolution—SIDC Agreement
6. Resolution—RSVP Budget Revision
7. Resolution—EMS Week
8. Bid LA 2023-10 “Deputy SUVs”
9. Bid 2023-13 “Reinforced Concrete Bridge Culvert on County Rd. 65 over Brush Creek”
10. Audit and Approve Invoiced Bills

**B. SCHEDULED PUBLIC HEARINGS – none**

**C. STAFF REPORTS**

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

**E. ADJOURN**

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

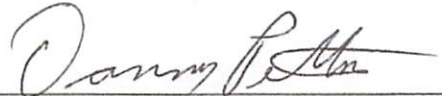
WHEREAS, the Lauderdale County Commission is entering into a Memorandum of Understanding with the City of Florence; and

WHEREAS, the Memorandum of Understanding outlines the terms, provisions and responsibilities of all parties as the City of Florence will be answering calls concerning animal control for Lauderdale County; and

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to approve the terms and conditions of this Memorandum of Understanding. This contract will be attached to the minutes.

Done this the 22<sup>nd</sup> day of May, 2023.

LAUDERDALE COUNTY COMMISSION


  
\_\_\_\_\_  
Danny Pettus, Chairman

  
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Roger Garner, Commissioner

  
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Brad Black, Commissioner

  
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Fay Parke, Commissioner

ATTEST:

  
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Brenda Bryant, County Administrator

  
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Joe Hackworth, Commissioner

MEMORANDUM OF UNDERSTANDING BETWEEN  
LAUDERDALE COUNTY AND THE CITY OF FLORENCE

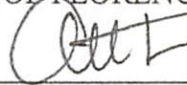
Lauderdale County ("County") has requested that the City of Florence ("City") provide animal control services in Lauderdale County pursuant to the following terms and conditions:

1. The County will pay the City \$150,000.00 to provide animal control services in Lauderdale County as set forth in this Memorandum of Understanding for a period of one (1) year. The city agrees to hire two additional animal control officers for the purpose of providing animal control services throughout Lauderdale County.
2. From 7:00 a.m. until 5:00 p.m., seven (7) days per week, the City will respond to animal control/service calls throughout Lauderdale County regarding (a) dogs and cats running at large, (b) dogs and cats injured in public rights of way, and (c) calls from the Lauderdale County Sheriff's Department to assist in handling and controlling dogs and cats. Calls involving large or exotic animals shall be referred to the Lauderdale County Sheriff's Department and/or the County.
3. From 5:00 p.m. until 7:00 a.m., seven (7) days per week, the City will respond to animal control/service calls throughout Lauderdale County regarding (a) injured dogs and cats in public rights of way and (b) calls from the Lauderdale County Sheriff's Department to assist in handling and controlling dogs and cats. Calls involving large or exotic animals shall be referred to the Lauderdale County Sheriff's Department and/or the County.
4. The aforementioned animal control officers will not issue any citations outside of the city limits. The animal control officers will cooperate with the Lauderdale County Sheriff's Deputy in investigations related to any animal control issues.
5. The aforementioned animal control officers will not go on private property in the performance of their duties under this MOU unless they have the property owner's permission or unless the Sheriff's Department is present and has the legal authority to enter onto such property.
6. During the term of this Memorandum of Understanding, the City and the County will explore the possibility of lowering the cost of animal control and shelter services in the city and County by building a surgery center at the animal shelter and hiring a veterinarian to work at the Shelter. The county and city will continue to negotiate the issue of funding for the construction and equipping of the future surgery center at the animal shelter.
7. The county will provide \$50,000.00 dollars to the city for operational cost of the animal shelter. This one-time payment is in addition to the annual appropriation made by the county to the city for this purpose.
8. If the City and County have not reached an agreement for the City to provide animal control services and animal shelter services to the County by the end of the one (1) year term of this Memorandum of Understanding, including the amount that the County will

pay the City going forward for these services, then the City will discontinue animal control services in the County. If this agreement ends after the one year term or any extension of term thereof, the County will have the option of offering employment as animal control officers to the two additional employees hired pursuant to this Memorandum of Understanding.

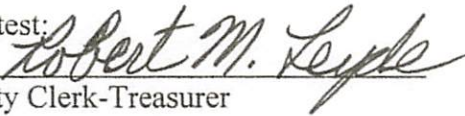
This the 22 day of May, 2023;

CITY OF FLORENCE, ALABAMA



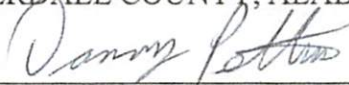
MAYOR

Attest:



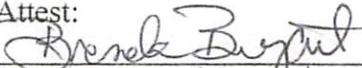
City Clerk-Treasurer

LAUDERDALE COUNTY, ALABAMA



Its: Chairman County Commission

Attest:



Its: County Administrator



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Great Seal of the United States of America bears the inscription, E Pluribus Unum, which translates from Latin as “out of many, one”; and

WHEREAS, the greatest asset of Lauderdale County is its people - comprised of multicultural, multiethnic and multiracial citizens; and

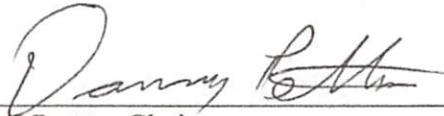
WHEREAS, friendship, collegiality, civility, respect and kindness are commonly shared ideals of the collective citizenry of the State of Alabama; and

WHEREAS, the Towards E Pluribus Unum Initiative has invited communities across the United States of America to join in introspection and reflection on the beauty and richness of the diverse peoples of this great nation while reaching out with a spirit of amity toward one another annually on the second Sunday in June, designated as Race Amity Day.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Sunday, June 11<sup>th</sup>, 2023, be celebrated in Lauderdale County as Race Amity Day and all citizens are urged to take cognizance of this event and participate fittingly in its annual observance.

Done this the 22<sup>nd</sup> day of May, 2023.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

  
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Roger Garner, Commissioner

  
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Brad Black, Commissioner

  
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Fay Parker, Commissioner

  
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Joe Mackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

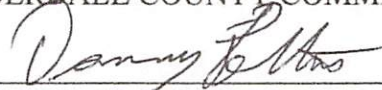
RESOLUTION

BE IT RESOLVED, the Lauderdale County Commission is entering into an agreement with Shoals Industrial Development Committee whom has agreed to contribute five-million-dollars for capital construction costs related to the Workforce Development Center.

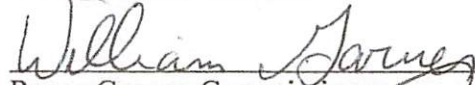
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission is signing this agreement, and will attach said agreement to these meeting minutes.

Done this the 22<sup>nd</sup> day of May, 2023.

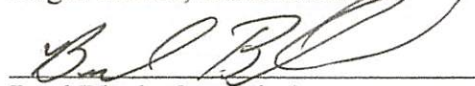
LAUDERDALE COUNTY COMMISSION



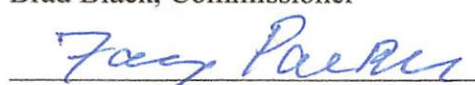
Danny Pettus, Chairman



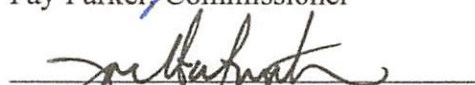
Roger Garner, Commissioner



Brad Black, Commissioner

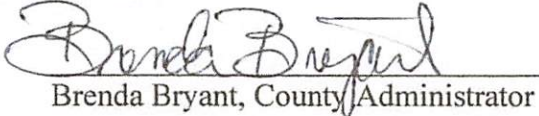


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

## AGREEMENT

**THIS AGREEMENT** (the “Agreement”) is made and entered into as of the 19th day of June 2023 but with an Effective Date as defined herein by and between the Shoals Industrial Development Committee (“SIDC”) and the Lauderdale County Commission, a governmental body (“the Commission”). SIDC and the Commission are referred to collectively as the “Parties” and individually as a “Party.”

## RECITALS

**WHEREAS**, §45-17-91.23(c)(7), **Code of Alabama 1975, as amended**, mandates expenditure of funds from the Shoals Economic Development Fund (“SEDF”) in an equal match by the Commission of up to Five Million and 00/100 Dollars (\$5,000,000.00) for capital construction costs related to the new Workforce Training and Development Center to be constructed on a 12.72-acre tract owned by the Commission and located at 250 Career Drive, Lauderdale County, Alabama, as indicated on the Commission’s Application for Funding made to SIDC and its Shoals Economic Development Fund (“SEDF”), a copy thereof being attached hereto as **Exhibit A** and made a part hereof by reference; and

**WHEREAS**, on April 27, 2023, the SIDC approved a Resolution for expenditure of such sales tax revenues as are collected and deposited into the SEDF for the reimbursement of Capital Investment (as defined herein) related to construction of the Workforce Training and Development Center in an equal amount of matched funds by the Commission up to \$5,000,000.00.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally binding, the Parties hereby agree as follows:

## DEFINITIONS

The following terms shall for all purposes of this Agreement have the meaning herein specified unless the context clearly requires otherwise.

Capital Commitment shall mean a Capital Investment in the amount of Twenty-Nine Million and 00/100 U.S. Dollars (\$29,000,000.00).

Capital Commitment Date shall mean October 1, 2024.

Capital Investment shall include any capital expenditure for the Project (as defined herein).  
Effective Date shall mean April 27, 2023.

Project shall mean capital construction costs associated with the construction of the Workforce Training and Development Center. Land and equipment purchases, as well as on-going equipment and building maintenance expenses, are excluded from acceptable expenses of the Project.

The Commission shall mean the Lauderdale County Commission and its permitted successors and assigns.

The Commission's Designated Officer/Employee/Representative of the Commission shall mean any person authorized by the Commission, in writing, to act on behalf of the Commission for matters related to any aspect of this project.

## **ARTICLE 1 – SCOPE OF AGREEMENT**

This Agreement (including but not limited to, all exhibits, attachments, and appendices attached hereto) fully sets out the complete agreement of the Parties as a group, superseding any and all prior and contemporaneous oral or written representations, warranties, and agreements as a group.

## **ARTICLE 2 - THE UNIVERSITY'S COMMITMENTS AND REPRESENTATIONS**

In consideration of SIDC providing the inducements described herein, the Commission makes the following agreements, commitments, and representations:

2.1 In furtherance of the Capital Investment, the Commission will have invested not less than Twenty-Nine Million and 00/100 U.S. Dollars (\$29,000,000.00), as set forth in the Commission's SEDF application submitted to the Shoals Economic Development Authority ("The Shoals EDA") and SIDC, not later than the Capital Commitment Date.

2.2 The Commission will expend Five Million and 00/100 U.S. Dollars (\$5,000,000.00) on the Workforce Training and Development Center prior to being reimbursed the amount set forth in Section 3.1 for the Workforce Training and Development Center.

2.3 Prior to being reimbursed the amounts set forth in Section 3.1 for the Workforce Training and Development Center, the Commission must document (according to the reimbursement procedure set forth in Article 4 hereof), expenditure of an amount not less than

200% of the requested reimbursement amount for the Workforce Training and Development Center.

2.4 The Commission shall give good-faith consideration to local-based contractors and vendors and Alabama residents to provide products and services in making the Capital Investment. The Commission shall use good faith efforts to not knowingly select contractors and vendors that are not in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. The Parties acknowledge that selection of contractors and vendors shall be at the sole discretion of the Commission; however, the Commission acknowledges that it has adopted and will implement a policy intended to afford local contractors and vendors a fair opportunity to submit work proposals and be considered for work in making the Capital Investment.

2.5 The Commission shall provide and have adequate funding to achieve the Capital Commitment through its own funds or through other funds available to the Commission.

2.6 The Commission is not knowingly prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order, or judgment.

2.7 The Commission has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that any authorization, approval, resolution, or consent of the Commission members or any other persons is required under either the Commission's governing documents or otherwise is required by law and to the extent that any authorization, approval, or consent of any governmental authority, body, or agency or third party is required for it to have entered into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals, and consents have been duly obtained in accordance with applicable law and procedures. Documentation of the foregoing authority and action will be provided by the Commission upon receipt of a written request by SIDC or The Shoals EDA. The SIDC and The Shoals EDA reserve the right to require an opinion of the Commission's legal counsel, accountant, or other representatives as to the matters described herein.

### **ARTICLE 3 –SIDC’S COMMITMENTS AND REPRESENTATIONS**

In consideration of the Commission achieving the Capital Commitment and performing its other obligations as set out hereunder and the economic benefit to the local community, SIDC represents and covenants to the Commission as follows:

3.1 Through the SEDF, SIDC will make available up to Five Million and 00/100 U.S. Dollars (\$5,000,000.00) to reimburse the Commission on a match basis for Capital Investment associated with the construction of the new Workforce Training and Development Center at 250 Career Drive, Lauderdale County, Alabama. Any request for reimbursement shall be given pursuant to the procedures outlined in Article 4 of this Agreement and must be made within six (6) months of the eligible date for reimbursement.

3.2 SIDC has the full power and authority to enter into this Agreement and to carry out its obligations hereunder.

3.3 To the knowledge of SIDC, there is no action or proceeding pending or threatened which could impact upon its respective right, power, and authority to enter into this Agreement or to otherwise carry out its respective obligations hereunder.

### **ARTICLE 4 - DISBURSEMENT PROCEDURES**

All reimbursements by SIDC to the Commission shall be made only in accordance with the following procedures:

(a) Payment of the contributions of SIDC shall be by reimbursement to the Commission. It shall be the responsibility of the Commission to provide to The Shoals EDA and SIDC, at the address stated in 4(c) of this Agreement, satisfactory evidence that all the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied.

(b) Reimbursement to the Commission will be made provided that the Commission has satisfied all conditions precedent to payment and is not otherwise in default under this Agreement, payment by SIDC will be made within thirty (30) business days after the date the Commission delivers documentation reasonably satisfactory to The Shoals EDA and SIDC, certified as to the accuracy of the facts stated therein by a Designated Officer/Employee/Representative of the Commission.

(c) To request payment from SIDC, the Commission shall submit to The Shoals EDA, 20 Hightower Place, Suite 1, Florence, AL 35630, a “Request for Payment” using a form which is similar to the form attached hereto as **Exhibit B**. The Request for Payment shall include supporting documentation (such as, but not limited to, copies of invoices and

processed checks) which demonstrate to the reasonable satisfaction of The Shoals EDA and SIDC that the expenditures for which reimbursement is sought were paid and were incurred only for the Project.

(d) The Shoals EDA or SIDC may require the Commission to provide such other documentation deemed reasonably necessary to confirm the Commission's certifications.

## **ARTICLE 5 - TERM AND TERMINATION**

5.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by mutual agreement of the Parties or until October 1, 2024, unless otherwise stated herein.

5.2 SIDC may terminate this Agreement in the event the Commission fails to cure a material breach within forty-five (45) days of receipt of written notice from SIDC or The Shoals EDA specifying the material breach. Termination shall be evidenced by written notice sent by SIDC or The Shoals EDA to the Commission subsequent to the forty-five (45) day period to cure the default.

5.3 The Commission may terminate this Agreement in the event SIDC fails to cure a material breach within forty-five (45) days of receipt of written notice from the Commission specifying the material breach. Termination shall be evidenced by written notice sent by the Commission to SIDC or The Shoals EDA subsequent to the forty-five (45) day period to cure the default.

## **ARTICLE 6 - MISCELLANEOUS**

6.1 In making and performing this Agreement, SIDC, on the one hand, and the Commission, on the other hand, are acting and shall act as independent contractors. SIDC nor the Commission will be deemed to be, an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither SIDC nor the Commission will be entitled to (a) enter into any contracts in the name of or on behalf of the other; (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so; or, (c) make commitments or incur any charges or expenses for or in the name of the other. SIDC nor the Commission's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other.

6.2 No Party shall be liable for any default or delay in performance of its obligations hereunder to the extent such default or delay is attributable to events beyond the reasonable control of such Party, including local acts of God, acts of public enemies, epidemics, floods, fires, and earthquake conditions; provided, however, that the Party subject to any such event shall use its best efforts to overcome the event as soon as is reasonably practicable and to continue its performance as required hereunder.

6.3 Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys, or approvals for this Agreement or otherwise.

6.4 This Agreement may not be assigned by any Party without the prior written consent of the other Party and any attempt to make such assignment shall be null and void. Notwithstanding the foregoing, the Commission shall have the right, without the consent of SIDC, to assign its rights and obligations under this Agreement to any other entity affiliated with the Commission, provided that the Commission also transfers its rights and obligations to the Project to such entity. An assignment by the Commission in accordance with the provisions of this Section shall include an assumption by the assignee of all of the Commission's liabilities hereunder and, if approved by SIDC, shall release the Commission from all liability under this Agreement. SIDC agrees to cooperate in the assignment by the Commission of this Agreement to any such assignee, including the execution of any consents to such assignment, as the Commission or any other interested party may require that are not inconsistent with this Agreement.

6.5 This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and inure to the benefit of the Parties and each of their respective successors and permitted assigns.

6.6 SIDC and the Commission shall take all appropriate action and execute or cause to be executed all documents of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof. The Commission assumes responsibility of providing appropriate information in a timely manner in order to achieve these purposes.

6.7 No amendment, modification, or supplement of any provision of this Agreement or any Exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the Parties.



6.8 Any notice, request, demand, waiver, consent, approval, or other communication that is required or permitted under this Agreement shall be in writing. All such notices shall be delivered personally, by reputable courier (costs prepaid), by telecopy, or by email with receipt confirmation and shall be deemed given or made when delivered personally, the business day sent if sent by telecopier or email or one business day after delivery to the overnight courier for next business day delivery. All such notices are to be given or made to the Parties at the following addresses or to such other address as any Party may designate by a notice given in accordance with the provisions of this Section:

If to SIDC:

James D. Hughston  
Attorney at Law  
First Metro Bank Annex  
406 West Avalon Avenue  
Muscle Shoals, AL 35661  
(F): (256) 383-5759  
[jd@blackandhughston.com](mailto:jd@blackandhughston.com)

If to The Shoals EDA:

Shoals Economic Development Authority  
20 Hightower Place, Suite 1  
Florence, AL 35630  
Attn: President  
(F): (256) 764-3850  
[kjackson@shoalseda.com](mailto:kjackson@shoalseda.com)

If to Lauderdale County Commission:

Lauderdale County Commission  
Lauderdale County Courthouse  
Florence, AL 35630  
Attn: Danny Pettus, Chairman  
Email: [bbryant@lauderdalecountyal.gov](mailto:bbryant@lauderdalecountyal.gov)

6.9 This Agreement is being executed and delivered in the State of Alabama and shall be construed and enforced in accordance with the laws thereof.

6.10 Any of the provisions of this Agreement determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement.

6.11 The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

6.12 The section titles and headings are for convenience only and do not define, modify, or limit any of the terms and provisions hereof.

6.13 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.


6.14 The Parties each hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

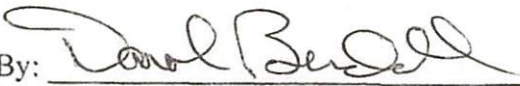
**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first written above.

SHOALS INDUSTRIAL  
DEVELOPMENT COMMITTEE

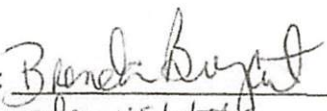
ATTEST:


Its:   
Secretary

By:   
Its: Chairman

LAUDERDALE COUNTY COMMISSION

ATTEST:

By:   
Its: administrator

By:   
Its: Chairman

STATE OF ALABAMA §

LAUDERDALE COUNTY §

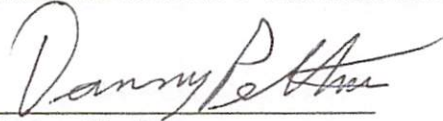
**RESOLUTION**

BE IT RESOLVED by the Lauderdale County Commission to approve an upward revision to the current Retired Senior Volunteer Program budget for fiscal year 2022-2023 due to an increase in funding from Montgomery.

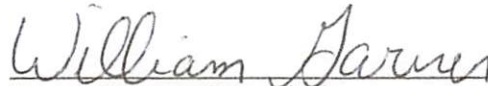
BE IT FURTHER RESOLVED that this increase in grant funding will soon push Retired Senior Volunteer Program past the current eight-thousand-dollar budget for "Recognition" related spending unless our budgetary authority for this specific item is revised. a budget amendment shall be authorized to reflect the necessary budget amendments.

Done this the 22<sup>nd</sup> day of May, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

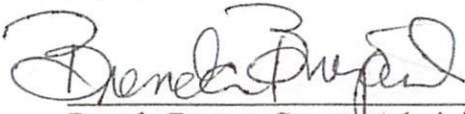


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees that emergency medical services are a vital public service, and members of emergency medical services teams are ready to provide life-saving care to those in need twenty-four hours a day, seven days a week; and

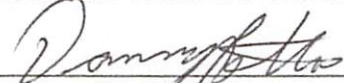
WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

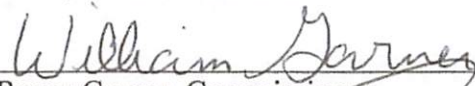
WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills; and it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission declares the week of May 21<sup>st</sup> through May 27<sup>th</sup> Emergency Medical Services Week

Done this day, 22<sup>nd</sup> of May, 2023.

LAUDERDALE COUNTY COMMISSION

  
\_\_\_\_\_  
Danny Pettus, Chairman

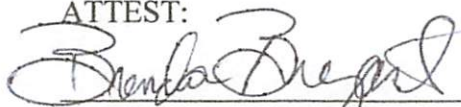
  
\_\_\_\_\_  
Roger Garner, Commissioner

  
\_\_\_\_\_  
Brad Black, Commissioner

  
\_\_\_\_\_  
Fay Parker, Commissioner

  
\_\_\_\_\_  
Joe Hackworth, Commissioner

ATTEST:

  
\_\_\_\_\_  
Brenda Bryant, County Administrator