The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 12th day of June, 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 Black.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Hackworth moved, seconded by Commissioner Parker 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 Black 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 Parker moved, seconded by Commissioner Black to approve the Lauderdale County Commission and Lauderdale County Solid Waste Department to enter into an Interagency Cooperative Agreement with the Alabama Department of Environment Management. This agreement will expire on September 31th, 2026. Any budget amendment needed is herein approved. 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 Garner moved, seconded by Commissioner Parker to approve the Lauderdale County Solid Waste Department to sell a list of equipment on Alabama.gov website. 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 Black moved, seconded by Commissioner Garner to approve sponsoring Anderson Annual Founders Day 2023 with four thousand dollars from the Tourism Fund. 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 Hackworth moved, seconded by Commissioner Parker to approve the contract for Emergency Medical Services with Lifeguard Ambulance Services, LLC to be renewed for one year pursuant to the contract and applicable Alabama Law. 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 any budget amendment needed for the purchase of radios from the approved bid on April 27th for the Lauderdale County Sheriff's Department. 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 Parker moved, seconded by Commissioner Hackworth to approve the purchase of furniture and miscellaneous supplies in preparation for the Lauderdale County Commission to move to the Lauderdale County Government Building. This purchase will be charged to the Alabama Trust Account in the amount of approximately one hundred thousand dollars. Any budget amendment needed is herein approved. 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 Hackworth to approve Lauderdale County Parks and Recreation salaries in the amount of ninety-seven thousand dollars to be charged to the Lauderdale County Solid Waste Department. Any budget amendment needed is herein approved. 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 Garner moved, seconded by Commissioner Black to approve transferring a 2013 Yukon with the vehicle identification number 1GKS2AE0XDR346533 from the Lauderdale County Sheriff's Department to the Lauderdale County Road Department for five hundred dollars. 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 Parker moved, seconded by Commissioner Hackworth to approve the Lauderdale County Solid Waste Department to purchase two sixty-four-ton trucks for one hundred seventy-two thousand five hundred seventy-eight dollars each. Any budget amendment needed is herein approved. 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 Garner moved, seconded by Commissioner Black to approve change order number ten for the Lauderdale County Government Building renovations to install glass in the door of room number thirty-five and reflective tinting on all doors with glass. Any budget amendment needed is herein approved. 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 Hackworth to execute the attached contract with Dr. William Speyrer for medical control services to the various fire departments within for a term of one year. There being no discussion, a roll call vote was taken.

Garner—aye

Black—aye

Parker— nav

Hackworth—aye

The ayes being majority, the Resolution is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to join and participate in a joint application with the attached list of participating counties to develop, through the help of an engineering consultant, AECOM of Birmingham, a Planning Grant for the Bridge Investment Program. 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 Hackworth moved, seconded by Commissioner Black for Eric Hill, Lauderdale County Road Department Engineer to serve as administrator for the Federal Bridge Investment Program, and will comply with all conditions for serving as the lead applicant, as set out in this resolution. 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 Garner for the Lauderdale County Commission to enter into a contract with Terracon for inspections and construction materials testing for the Workforce Development Center. Any budget amendment needed is herein approved. 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 Garner moved, seconded by Commissioner Black for the Lauderdale County Commission to cover the cost of extending the main water line from the Lauderdale County Event Center to the Workforce Development Center. The cost to extend this water line will be one hundred thirty-six thousand, five hundred eighty dollars. Any budget amendment needed is herein approved. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Print Bids for Bid No. LA 2023-3 were received, publicly opened and read aloud on Friday June 9, 2023. Chairman Pettus referred to Administrator, Brenda Bryant for her recommendation. Brenda Bryant told the Commissioners that this was for the Legislative office, and she recommended using Harold Printing. A motion was made by Commissioner Parker, and seconded by Commissioner Black. There being no discussion and upon a vote taken, motion was unanimously approved. Print Bid No. LA 2023-3 is herein recorded and made a part of these minutes.

Bids for Workforce Development Center were received, opened, and publicly read aloud on Thursday, June 8, 2023. Chairman Pettus referred to Administrator, Brenda Bryant for her recommendation. Brenda Bryant recommended the Lauderdale County Commission choose to use First Team Construction who had the lowest bid amount for twenty-five million, five hundred ninety-nine thousand, six hundred dollars. 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 and the Workforce Development Center Bid 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. Commissioner Parker asked about the purchase of deadbolts at the jail. He also wanted to know if more needed to be purchased. After discussion and upon a vote taken, motion unanimously was approved.

LAUDERDALE COUNTY CHECKS ISSUED : May 22, 2023 to June 11, 2023

1	General-Special	60361-60411	899,236.16
2	Agri-Business Fund	4038-4041	407.36
3	Pistol Permit Revenue	N/A	0.00

4 .	Opioid Settlement Fund	N/A		0.00
5 .	LEPA Fund	8982-8988		6,122.71
6 .	Gasoline Tax Fund	18595-18608		311,535.70
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	12535-12544		36,811.86
12	Reappraisal Money Market	601		150,000.00
13 .	Tourism, Rec. & Convention Fund	609		750.00
14 .	RSVP Fund	18133-18142		7,840.58
15 .	Child Protection Fund	1275		1,586.37
16 .	Rebuild Alabama Gas Tax Fund	1013		528,055.37
17 .	Rebuild Alabama Diesel Tax Fund	N/A		0.00
18 .	Federal Aid Exchange Fund	N/A		0.00
19 .	Workplace Development Center Fund	1045		17,500.00
20 .	Special Grants Fund	N/A		0.00
21 .	ARPA Revenue Reduction Fund	N/A		0.00
22 .	Coronavirus Rescue Act Fund	N/A		0.00
23 .	CDBG Fund	N/A		0.00
24 .	Solid Waste Fund	9156-9170		333,071.92
25 .	Account Payable Fund	47086-47164		384,381.62
26 .	Fire Protection Fee Fund	N/A		0.00
27 .	Industrial Development Tax Fund	1236		761,441.14
28 .	Tobacco Tax Fund	3175		9,280.00
29 .	TVA Tax Fund	6402-6414		436,298.62
			TOTAL-	\$ 3,884,319.41

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period: Krissy Devito from Killen, Alabama introduced her children, shared several personal items with the Lauderdale County Commissioners, read a letter she had written about losing her mother and son, and expressed her disappointment in how Lauderdale County 911 Director had responded to her request to meet with dispatchers. She then requested the Lauderdale County 911 Director would issue her an apology over statements made.

Chairman Pettus spoke to Krissy Devito and let her know he has prayed and will continue praying for her family. He thanked her for coming voice her concerns to the Lauderdale County Commission.

Commissioner Parker expressed his condolences to Krissy Devito.

Commissioner Hackworth thanked Krissy Devito for attending and sharing her concerns with the Lauderdale County Commission.

Chapel King of Florence, Alabama stated that she was not happy about how the 911 director responded to Krissy Devito's situation, and that she would like to have a more caring 911 director.

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

Brad Black, Commissioner

Fay Parker, Commissioner

loe Hackworth, Commissioner

TTEST:

LAUDERDALE COUNTY COMMISSION REGULAR MEETING AGENDA

June 12, 2023

A. OFFICIAL AGENDA

- 1. CALL TO ORDER AND WELCOME
- 2. CALL OF ROLL TO ESTABLISH QUORUM
- 3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Black
- 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—ADEM Interagency Cooperative Agreement
- 4. Resolution—List of equipment to sell
- 5. Resolution—Town of Anderson
- 6. Resolution—Lifeguard Ambulance Service Renewal
- Resolution—Budget Amendment for Sheriff
- 8. Resolution—Budget Amendment for Government Building
- 9. Resolution—Budget Amendment for Solid Waste
- 10. Resolution—Vehicle Transfer
- 11. Resolution—Solid Waste Purchase
- 12. Resolution—Change Order
- 13. Resolution-Medical Control Services
- 14. Resolution—Bridge Grant
- 15. Resolution—Lead Applicant for Statewide Grant
- 16. Resolution—Terracon Contract
- 17. Resolution-City of Florence Water

- 18. Print Bid No. LA 2023-3
- 19. Bid Workforce Development Center
- 20. 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

8

LAUDERDALE COUNTY

RESOLUTION

WHEREAS, Lauderdale County Commission and Solid Waste Department will enter into an Interagency Cooperative Agreement with the Alabama Department of Environment Management (ADEM) regarding the collection of regulated solid waste along the county right of way; and

WHEREAS, this agreement outlines the responsibilities of both parties and expires September 30th, 2026.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with ADEM any budget amendment needed for this agreement.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner Commissioner

Brad Black, Commissioner

Fay Parker Commissioner

Brenda Bryant, County Administrator

Joe Hackworth, Commissioner

RESOLUTION

WHEREAS the Lauderdale County Commission gives permission to the Lauderdale County Solid Waste Department and the Lauderdale County Sheriff's Department to sell the attached list of equipment on the Alabama.gov website; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the Lauderdale County Solid Waste Department and the Lauderdale County Sheriff's Department to sell the listed items to Alabama.gov website, and be removed from inventory when sold.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

Sheriff Department Vehicles to Sell

VIN

1GNEC13Z65R252732	2005 Chevrolet Tahoe Ca	ar #51
1GNEC13Z35R260271	2005 Chevrolet Tahoe Ca	ar #50
2FABP7BVXBX152397	2011 Ford Crown Vic Ca	r #31
1FAHP2M82DG134506	2013 Ford Taurus Car	#14
2FABP7BV2BX152393	2011 Ford Crown Vic Ca	r #21
1FM5K8AR3FGC66510	2015 Ford Explorer Car	#30
1FAHP23W39G115485	2009 Ford Taurus Car	#18
1FTPX14V08FB53296	2008 Ford F-150	ail truck
1GKS2A30XDR346533	2013 GMC Yukon Car	#45
1FAHP2M86DG210842	2013 Ford Taurus Car	#9

Solid Waste Equipment to Sell

VIN

1E1U2X283GR056109 2016 East 45-Foot Walking Floor Trailer

RESOLUTION

WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace understanding and goodwill; and

WHEREAS, the Town of Anderson has requested four thousand dollars for the 2023 Annual Founders Day event on June 3rd. This would help the Town of Anderson pay for festivity expenses; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby sponsors the Anderson Annual Founders Day 2023 in the amount of four thousand dollars from the Tourism Fund and any budget amendment needed is hereby authorized and approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissione

Joe Hackworth, Commissione

ATTEST:

RESOLUTION

WHEREAS, the joint County/City contract for ambulance service through out Lauderdale County, is up for renewal by agreement, and

WHEREAS, pursuant to the contract and Alabama state law, this EMS contract may be renewed by mutual consent and proper authorizing resolution, and

WHEREAS, it is the best interest of the citizens of Lauderdale County to continue the contractual relationship for EMS services with the current EMS service,

NOW THEREFORE BE IT RESOLVED, that the contract for EMS services with Lifeguard Ambulance Services, LLC is hereby renewed for one year pursuant to the contract and applicable Alabama law.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black Commissioner

ATTEST: Fay Parker Commissioner

Brenda Bryant, County/Administrator Joe Hackworth, Commissioner

RESOLUTION

WHEREAS the Lauderdale County Commission approved the purchase of radios for the Lauderdale County Sheriff's Department through a bid opened in April.

NOW THEREFORE BE IT RESOLVED that any budget amendment needed for the purchase the radios from inet911 be approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

RESOLUTION

WHEREAS the Lauderdale County Commission approves the purchase of furniture and miscellaneous supplies in preparation for the Lauderdale County Commission to move to the Lauderdale County Government Building. This purchase will be charged to the Alabama Trust Account in the amount of approximately one hundred thousand dollars

NOW THEREFORE BE IT RESOLVED that any budget amendment needed to purchase furniture and miscellaneous items for the Lauderdale County Government Building be approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

RESOLUTION

WHEREAS, the salaries of Lauderdale County Parks and Recreation employees was not included in the 2022-2023 Parks and Recreation budget, and the Lauderdale County Commission will be charging these salaries in the amount of ninety seven thousand dollars from Parks and Recreation to Solid Waste; and

NOW THEREFORE BE IT RESOLVED that any budget amendment needed to make this salary adjustment from Lauderdale County Parks and Recreation to Lauderdale County Solid Waste be approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

RESOLUTION

WHEREAS, the Lauderdale County Road Department would like to purchase 2013 Yukon VIN # 1GKS2AE0XDR346533 from the Lauderdale County Sheriff's Department for five hundred dollars,

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that the said vehicle is hereby approved and authorized and the Lauderdale County Administrator is hereby directed to execute the appropriate documents to affect the transfer.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

RESOLUTION

WHEREAS, the Lauderdale County Commission desires to maintain adequate equipment for all county departments, and the Lauderdale County Solid Waste Department would like to purchase two 2025 Mack Pinnale 64-ton trucks for one hundred seventy-two thousand five hundred seventy-eight dollars each.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the purchase of two 2025 Mack Pinnale 64-ton trucks for one hundred seventy-two thousand five hundred seventy-eight dollars each, and

BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Brenda Bryant, County Administrator

ATTEST:

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker Commissioner

Joe Hackworth, Commissioner

STATE OF ALABAMA § LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, by the Lauderdale County Commission that change order number ten for the Lauderdale County Government Building renovations in the total amount of one thousand five hundred fifty-two dollars and fifty cents. This will be for the installation of glass in an office door for room #35 and installation of reflective tinting on all doors with glass on the Lauderdale County Government Building 6th floor; and

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves change order number ten for the Lauderdale County Government Building renovations, and any budget amendment needed for this project.

The signed change order will be attached to the resolution.

Done this the 12th day of June, 2023.

LAUDERÐALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

CHANGE ORDER PROPOSAL

Change Order Proposal No.: 010 To: Robert Whitten 118 E Mobile Street Date: 6/1/2023 Florence, AL 35630 No. of Attached Backup Document Pages: Architect's Project No.: Project: Lauderdale Co. Gov. Building Reno 102 S. Court Street Florence, AL 35630 THIS IS PROPOSAL FOR CHANGES IN WORK DESCRIBED HEREIN. A FORMAL CHANGE ORDER WILL BE INITIATED WHEN WORK HEREIN IS APPROVED BY OWNER. Reason for Proposed Change: ✓ Architect/Owner Change Request Dated: _ Allowance Adjustments Latent of Unforeseen Conditions Other Description: (Written description of work including itemized quotation of cost. Must include attachment documents to support description.)Installing glass in the office door for room #35. Installing reflective tinting on all doors with glass on the 6th floor. Overhead and Profit @ 15% Total Change Order Add - \$1,552.50 14 The Contract Time will be increased by Days. We hereby authorize the change(s) as described above and understand that a formal change order to the contract will be initiated. Contractor: Owners Representative: Architect: Brad Slater Construction, LLC Lauderdale County Robert Whitten Architect, LLC

Date: 0

By: Brad Slater

Brad Slater

Date: 6-1-2023

Robert Whitten, Architect

RESOLUTION

WHEREAS, it is in the best interests of the citizens of Lauderdale County to provide a doctor to give medical control services to the Florence Fire Department and all of the Volunteer Fire Departments throughout Lauderdale County, and

WHEREAS, Dr. William Speyrer has agreed to provide said services necessitating a contract between The Lauderdale County Commission and Dr. Speyrer, and

WHEREAS, the City of Florence agrees to pay half of the contract amount for one year, which amounts to seven thousand two hundred dollars of the total contract amount of fourteen thousand four hundred dollars, and

WHEREAS, memorandum of understanding documents regarding these services will need to be executed between the Lauderdale County Commission and the fifteen fire departments within Lauderdale County,

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission Chairman is hereby authorized to execute the attached contract with Dr. William Speyrer for medical control services to the various fire departments within Lauderdale County for a term of one year, and

BE IT FURTHER RESOLVED, said authorization to execute the afore referenced contract is contingent upon official action by the Florence City Council authorizing their payment on one half of the contract amount, seven thousand two hundred dollars, and

BE IT FURTHER RESOLVED, the Lauderdale County Commission Chairman is authorized to execute the various memorandum of understanding with the fire departments located within the entirety of Lauderdale County regarding these medical control services.

Done this the 12th day of June, 2023.

Danny Pettus, Chairman

Commissioner

Bud Black, Commissioner

Fay Parker, Commissioner

Brenda Bryant, County Administrator

Joe Hackworth, Commissioner

MEMORANDUM OF UNDERSTANDING

COMES NOW, the Lauderdale County Commission and the City of Florence,

Alabama, and enter into this Memorandum of Understanding for offline medical control,

function and advice from Dr. William Speyrer.

It is understood that Lauderdale County Commission has contracted with Dr. William Speyrer to provide offline medical control, function and direction, and he will act as the offline Medical Director for the City of Florence Fire and Rescue Department.

INSURANCE

It is further agreed that the City of Florence is self-insured and will provide coverage for the services of Dr. Speyrer through its liability insurance fund as part of this Memorandum of Understanding.

TERM

The term of this Memorandum of Understanding is the beginning and ending date of the contract for services by Dr. Speyrer as medical director to the Lauderdale County Commission.

A copy of that contract is attached to this Memorandum of Understanding and adopted by reference.

AUTHORIZATION

This Memorandum of Understanding is authorized by duly passed and enacted resolutions of the Lauderdale County Commission and the Florence City Council.

Andrew Betterton,

Mayor City of Florence, Alabama

Danny Pettus

Chairman, Lauderdale County Commission

STATE OF ALABAMA LAUDERDALE COUNTY

CONTRACT

COMES NOW, the Lauderdale County Commission, hereinafter referred to as "Commission" and Dr. William Speyrer, hereinafter referred to as "Speyrer" and enter into this contract for the services of Speyrer in the role of Countywide Medical Director to the various Fire Departments operating within Lauderdale County Alabama.

DESCRIPTION OF SERVICES

Speyrer will act as the countywide Medical Director for the fifteen fire departments within Lauderdale County, offering off-medical control functions on a monthly as needed basis.

TERM

This contract shall begin on the date of execution by the parties and continue for one calendar year. The parties may extend the contract by mutual written agreement prior to the expiration date of this contract.

COMPENSATION

The compensation to Dr. Speyrer for one year of medical control services under this contract is fourteen thousand four-hundred dollars (\$14,400). Responsibility for the payment of this compensation shall be equally divided between the Lauderdale County Commission and the Florence City Council.

INSURANCE COVERAGE

Each fire department within Lauderdale County, by Memorandum of Agreement executed between said fire department and Lauderdale County Commission, shall provide insurance coverage for Speyrer. It is noted that the volunteer fire departments that have VFIS as their insurance carrier will simply need to add Speyrer to their official roster. Those that do not have VFIS as their insurance carrier will need to check with their individual agent for the purpose of providing insurance to Speyrer.

MISCELLANEOUS

The Alabama Department of Public Health/EMS and Trauma Division has a set of rules governing the medical services provided by its licensees (Emergency Medical Technicians/EMTs of various license categories) within the State of Alabama. Additionally, it is noted that a Memorandum of Understanding between the Commission and each fire department shall be executed for the purpose of fulfilling the intent and function of this contractual agreement.

OFFICIALACTION

This contract is entered into on the basis of a duly passed authorizing resolution by the Commission with a copy of said resolution being attached to this contract and marked "Exhibit A" and authorization by the Florence City Council.

Dr. William Speyrer

Danny Pettus. Chairman

Lauderdale County Commission

Witness

Date

Witness

Data

RESOLUTION

WHEREAS, the Lauderdale County Commission is committed to improving bridge conditions and the safety, efficiency, reliability of the movement of people and freight over bridges; and

WHEREAS, Lauderdale County Commission desires to improve the condition of bridges that it maintains by means of replacement, rehabilitation, preservation, or protection using potential funds from a Planning Grant as part of the Federal Bridge Investment Program; and

WHEREAS, § 11118 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") authorized and appropriated \$2.487 Billion in federal funds to be awarded by the US Department of Transportation (DOT) for FY 2023 for the Bridge Grant; and

WHEREAS, the purpose of seeking a Planning Grant is to get technical assistance from an engineering consultant, AECOM of Birmingham, to prepare a joint application to seek funds to make a more complete application for a Bridge Grant; and

WHEREAS, Lauderdale County Commission desires to join and participate in a joint application with the attached list of participating counties, (Partnership) to develop, through the help of an engineering consultant AECOM of Birmingham, a Planning Grant for the Bridge Investment Program; and that the County understands and agrees to the following:

- 1) The expected cost to participate in the joint Planning Grant application is \$1212 per county; and
- 2) That the total amount for the Planning Grant application to be paid to AECOM is \$40,000, divided between all participating counties; and
- 3) That the Partnership must identify a "lead applicant", which will be Lauderdale County, as the primary point of contact for the grant application to serve as the administrator of the grant application and resulting grant funds; and
- 4) That, Lauderdale County Commission understands that the \$1212 cost does not guarantee we will be awarded a Planning Grant; and

- 5) That, if the Planning Grant application is successful, it is understood that upon the consultant's recommendation it may be determined that some projects may not be included in the future Bridge Grant application; and
- 6) That this resolution, once adopted by the Lauderdale County Commission, shall serve as its agreement with all other counties participating in the joint application.

BE IT RESOLVED by the Lauderdale County Commission that it agrees to all terms and conditions of the partnerships with the attached list of participating Alabama counties as set out above, and desires to participate in the joint application for a Bridge Investment Program Planning Grant.

BE IT FURTHER RESOLVED, that a copy of this resolution be immediately forwarded to the Lead Applicant by July 31st, 2023.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY/COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

RESOLUTION

WHEREAS, the Lauderdale County Commission has elected to participate in a joint application partnership to develop a Planning Grant Application for the Federal Bridge Investment Program through the Federal Highway Administration; and

BE IT RESOLVED, Eric Hill, Lauderdale County Road Department Engineer, agrees to be the primary point of contact, serving as the administrator of the grant application and resulting grant funds for the entire State of Alabama, the list of participating counties will be attached to this resolution; and

BE IT FURTHER RESOLVED, the Lauderdale County Commission understands and agrees that Eric Hill, Lauderdale County Road Department Engineer, will serve as administrator for the Federal Bridge Investment Program, and will comply with all conditions for serving as the lead applicant, as set out in this resolution, and the United States Department of Transportation's Notice of Funding Opportunity for the subject grant opportunity.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST:

RESOLUTION

WHEREAS, the Lauderdale County Commission is entering a contract with Terracon who has proposed special inspections and construction materials testing services for the Workforce Development Center. The terms and conditions will be listed in detail in the attached contract.

BE IT RESOLVED, the Lauderdale County Commission and Terracon will enter into this contract for Terracon to inspect and test materials while Lauderdale County is building the Workforce Development Center.

NOW THEREFORE BE IT FURTHER RESOLVED that any budget amendment needed for this contract be approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black Commissioner

Fay Parker, Commissioner

Joe Hackworth, Commissioner

ATTEST.



Reference Number, PE5231000

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lauderdale County Commission C/O Volkert, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lauderdale County Work Development Center project ("Project"), as described in Consultant's Proposal dated 05/10/2023 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services. The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination. Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders. Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment. Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance. This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.

 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
- 7. Indemnity/Statute of Limitations. Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty. Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9. Insurance. Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

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- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce not eliminate project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quan
- 14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	Terracon Consultants, Inc.	Client:	Lauderdale County Commission C/O Volkert, Inc.	
Ву:	20 Lh Date: 5/10/2023	Ву:	1) on my for Date: 6-12-23	
Name/Title:	Myron Frank Whitman / Sr. Project Engineer	Name/Title:	Roger Garner	
Address: 220A Production Ave		Address:	5029 County Road 9	
	Madison, AL 35758-8990		Rogersville, AL 35652	
Phone:	(256) 584-5461 Fax: (256) 584-5467	Phone:	(256) 627-7008 Fax:	
Email:	Frank.Whitman@terracon.com	Email:	rgarner@lauderdalecountyal.gov	

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Brenda Bryant, County

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission will be covering the costs of extending a water main line from the Lauderdale County Event Center to the Workforce Development Center. The cost to extend this water line will be one hundred thirty-six thousand five hundred eighty dollars.

BE IT RESOLVED, the Lauderdale County Commission will pay the City of Florence Water Department one hundred thirty-six thousand five hundred eighty dollars to extend the water main line to the Workforce Development Center.

NOW THEREFORE BE IT FURTHER RESOLVED that any budget amendment needed for this water line be approved.

Done this the 12th day of June, 2023.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Roger Garner, Commissioner

Brad Black, Commissioner

Fay Parker, Commissioner

Administrator Joe Hackworth, Commissioner