

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 28th day of August, 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

Scheduled Public Hearings: Property Vacation

Chairman, Danny Pettus, called to order a public hearing on the subject of the vacation of a right of way on a portion of Dalewood Street, in Belle Meade Subdivision brought to the Lauderdale County Commission with a vacation petition by Lisa Wilder Brown, Joseph Patrick, and Rachel Patrick. There were no public comments made regarding the request for this vacation.

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 Garner moved, seconded by Commissioner Hackworth to approve a detailed list of insolvents, errors, and taxes for previous year, 2022. This list will be attached to the 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 that the property vacation resolution be adopted. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to approve any budget amendment needed for Keets Consulting Services, up to the total bid amount approved on May 8th, 2023. Chairman Pettus commented that the Secretary of State will reimburse Lauderdale County Commission with monthly payments for one year. There being no further 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 to approve changing the speed limit on Brompton Road and Lingerlost Road in Killen, Alabama from forty-five miles per hour to thirty-five miles per hour. 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 Parker moved, seconded by Commissioner Hackworth to approve the use of Rebuild Alabama gas tax funds for the purpose of resurfacing various portions of several county roads in the 2024 fiscal year. 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 Black to approve sponsoring the Third Annual Lauderdale Commissioners Cup PDGA-sanctioned Disc Golf Tournament through Singing River Disc Golf with two thousand five hundred 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 Garner moved, seconded by Commissioner Black to renew six contracts for one year under the same terms and conditions stated in the original bid contracts with each of the companies listed on this resolution for the Lauderdale County Road 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 Black moved, seconded by Commissioner Garner to partner with Diversified Computer Services, and the signed contract will be included with these minutes. 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 sponsor the Trail of Tears Motorcycle Ride, scheduled for September 16th, 2023 in the amount of five 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 Parker moved, seconded by Commissioner Hackworth to allocate one million dollars to be divided equally between East Lauderdale Water, West Lauderdale Water, Chisholm Heights Water, and Greenhill Water. 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 an amendment for the Advanced Life Support Emergency Medical Treatment and Transportation Service Agreement to extend the original contract for ninety days, expiring on November 9th, 2023. This is a mutual amendment between Lauderdale County Commission and the City of Florence with Lifeguard Ambulance Service. 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 Commission paying for repairs and upgrades for Elgin and Greenhill Senior Centers for the amounts approved to be received by Northwest Alabama Resource Conservation, and Development Grants. Both Senior Centers have signed Memorandums of Understandings to reimburse the Lauderdale County Commission with the grant money for the amounts noted in the signed Memorandum of Understandings. 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 Black approving compensating the releasor for medical claims and loss of wages from an accident involving a Lauderdale County Solid Waste truck on May 23rd, 2023. The contract signed by the releasor will be attached to the 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 Hackworth moved, seconded by Commissioner Parker electing to provide Tier I retirement benefits to its Tier II members, subject to approval by the Employee's Retirement System Board of Control. The Lauderdale County Commission has submitted to the Employee's Retirement System a plan to increase to such rates. 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 Black approving a proposal presented by Volkert, Inc. to build a bridge between the parking areas of the future Ag Center and the Workforce Development Center for eighty-two thousand four hundred dollars. This proposal will be included in the minutes. 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 Hackworth approving entering into a contract with White, Lynn, Collins, and Associates for their surveying services in the amount of two thousand seven hundred dollars for the Workforce Development Center project. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Bid 2023-15 "Reinforced Concrete Bridge Culvert on County Road 124 over Chisholm Branch" were received, opened, and publicly read aloud on Thursday, August 24th, 2023. Chairman Pettus referred to Lauderdale County Engineer, Eric Hill for his recommendation. Eric recommended to accept the lowest bid, from Glasgow Construction. 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 and Bid 2023-15 "Reinforced Concrete Bridge Culvert on County Road 124 over Chisholm Branch" is herein recorded and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve the following board reappointments:

Lauderdale County Department of Human Resources Board

Dr. John Yeates and Jack Sellers' 6-year term will expire September 1st, 2029.

NACOLG

Chip Kasmeier and Todd Nix's new 1-year term will end on September 30, 2024.

Florence/Lauderdale Port Authority

William Howard's 5-year term will expire on July 31st, 2028

There being no discussion and upon a vote taken, motion was unanimously approved.

All invoiced bills were audited and ordered to be paid upon by a motion made by Commissioner Parker seconded by Commissioner Garner. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :

August 14, 2023 to August 27, 2023

1 .	General-Special	60675-60716	1,463,129.50
2 .	Agri-Business Fund	4057-4059	952.26
3 .	Pistol Permit Revenue Reduction Fund	1006	16,590.00
4 .	Opioid Settlement Fund	N/A	0.00
5 .	LEPA Fund	9027-9033	4,391.23
6 .	Gasoline Tax Fund	18672-18683	435,691.24
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	385	41,569.87
10 .	RRR Gasoline Tax Fund	N/A	0.00
11 .	Reappraisal Fund	12593-12600	29,351.99
12 .	Reappraisal Money Market	N/A	0.00
13 .	Tourism, Rec. & Convention Fund	614	750.00
14 .	RSVP Fund	18176-18182	7,318.11
15 .	Child Protection Fund	1279	1,400.51
16 .	Rebuild Alabama Gas Tax Fund	1014	9,500.00
17 .	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18 .	Federal Aid Exchange Fund	N/A	0.00
19 .	Workforce Development Center Fund	N/A	0.00
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	9232-9244	266,225.53
25 .	Account Payable Fund	47430-47483 CK#47443 Voided	225,881.60
26 .	Fire Protection Fee Fund	N/A	0.00
27 .	Industrial Development Tax Fund	N/A	0.00
28 .	Tobacco Tax Fund	N/A	0.00

TOTAL

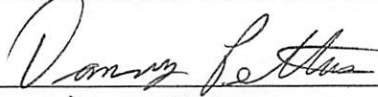
\$
2,939,050.46

Staff Reports: None


Public Comment Period:

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.

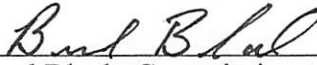
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



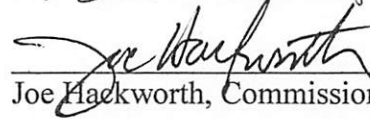
Roger Garner, Commissioner



Brad Black, Commissioner

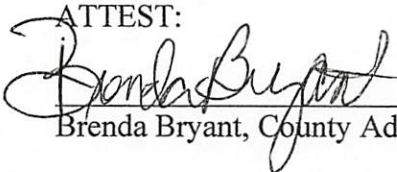


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
August 28, 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
6. SCHEDULED PUBLIC HEARINGS – Property Vacation

REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Insolvents Errors and Taxes for Previous Year 2022
4. Resolution—Property Vacation
5. Resolution—Budget Amendment
6. Resolution—Speed Limit
7. Resolution—Rebuild Alabama Act
8. Resolution—Lauderdale County Disc Golf Tournament
9. Resolution—Road Contract Renewals FY2024
10. Resolution—Diversified Computer Services
11. Resolution—Trail of Tears
12. Resolution—Appropriation for Water Departments
13. Resolution—Lifeguard 90-day Extension
14. Resolution—RC&D Grants
15. Resolution—Claim Payment
16. Resolution—RSA
17. Resolution—Parking Lot Bridge Proposal
18. Resolution—Surveyor Contract

19. Bid 2023-15 "Reinforced Concrete Bridge Culvert on County Rd. 124 over Chisholm Branch"
20. Board Appointments
21. Audit and Approve Invoiced Bills

B. STAFF REPORTS

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

D. ADJOURN

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, a declaration in writing by Lisa Wilder Brown, Joseph Patrick, and Rachel Patrick as follows:

A portion of Dalewood Street (60' right of way) according to the plat of Belle Meade Addition No. 1, as the same appears in the Office of the Judge of Probate in Lauderdale County in Plat Book 3, Page 166, being more particularly described as follows: Begin at the Southeast corner of Lot 13, Block 13, Belle Meade Addition No. 1, said point also lying on the Westernmost right of way line of Williams Avenue (60' right of way) and the Northernmost right of way line of aforementioned Dalewood Street; thence along the West line of Williams Avenue, S 01 degree 39' 43' W, 60.00 feet to a point on the Southernmost right of way line of Dalewood Street; thence along said Southernmost right of way line, N 88 degrees 20' 17" W, 280.63 feet to a point; thence leave said right of way line, N 01 degree 39' 43" E, 60.00 feet to a point on the aforementioned Northernmost line of Lot 11, Block 13, Belle Meade Addition No. 1; thence along said Northmost right of way line, S 88 degrees 20' 17" E, 280.63 feet to the POINT OF BEGINNING of the tract of land hereby described; said tract of land contains 0.38 acres+ and is subject to any and all easements or restrictions of record or unrecorded affecting said property.

has been filed with the Lauderdale County Commission of Lauderdale County, Alabama, which declares the aforesaid right of way to be vacated; and

WHEREAS, a specific notice was issued and a general notice of the proposed vacation of the right-of-way was given to the public pursuant to the laws of the State of Alabama; and

WHEREAS, a public hearing was held wherein the Commission took comments from the public in an open meeting; and

WHEREAS, the Lauderdale County Commission has considered said vacation, and it is the opinion of the Lauderdale County Commission that the proposed vacation of said property will not deprive other property owners of such right as they may have to convenient and reasonable means of access to their property;

WHEREAS, it appears that the said right of way to be vacated is situated in Lauderdale County, Alabama, but outside any municipal corporation, and that it is to the interest of the public that the assent of the Lauderdale County Commission of Lauderdale County, Alabama be given to said declaration.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission of Lauderdale County, Alabama does hereby vacate and abandon the described right a way

ADOPTED this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:

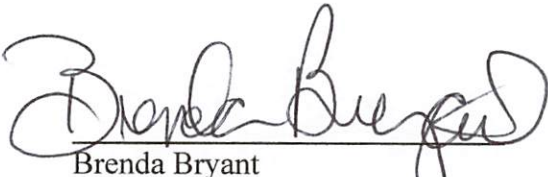


Brenda Bryant, Administrator

CERTIFICATION

I, the undersigned Administrator of Lauderdale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Lauderdale County Commission sitting in regular session with a quorum present on the 28th day of August, 2023, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on the 28th day of August, 2023.


Brenda Bryant
Lauderdale County Administrator



STATE OF ALABAMA §

LAUDERDALE COUNTY §

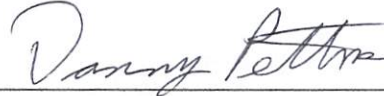
RESOLUTION

WHEREAS the Lauderdale County Commission approved Bid LA2023-8 GIS Mapping Services, Keets Consulting Services, at the meeting on May 8th, 2023.

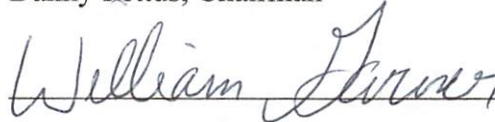
NOW THEREFORE BE IT RESOLVED that any budget amendment needed for services rendered be approved, up to the bid amount approved.

Done this the 14th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

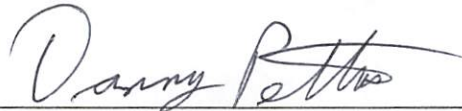
WHEREAS, the Lauderdale County Commission has the utmost concern for its citizens and roadway safety; and

WHEREAS, the Lauderdale County Commission would like to lower the speed limit on Old Brompton and Lingerlost roads in Killen, AL from 45 mph to 35 mph.

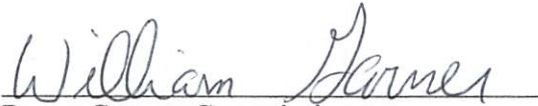
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the 35 mile per hour speed limit for Old Brompton Road and Lingerlost Road in Killen, AL is hereby authorized and approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



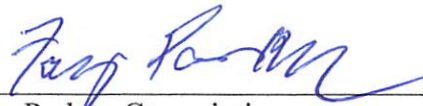
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

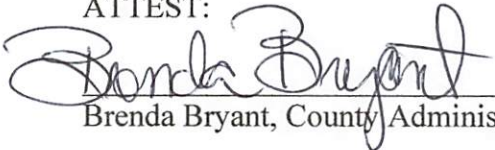


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

WHEREAS, the Rebuild Alabama Act requires counties to pass a County Transportation Plan each year showing how gas tax revenue will be expended; and

WHEREAS, the Lauderdale County Road Department requests these funds be used for resurfacing various portions of several county roads.

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the use of Rebuild Alabama gas tax funds for this purpose and the Lauderdale County Transportation Plan and Map for FY2024 is included herein and made a part of these minutes, and any budget amendment needed for this is hereby approved.

Done this the 28th day of August 2023.

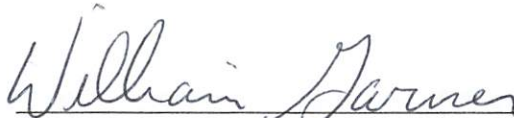
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



FY 2023 County Transportation Plan

Lauderdale County



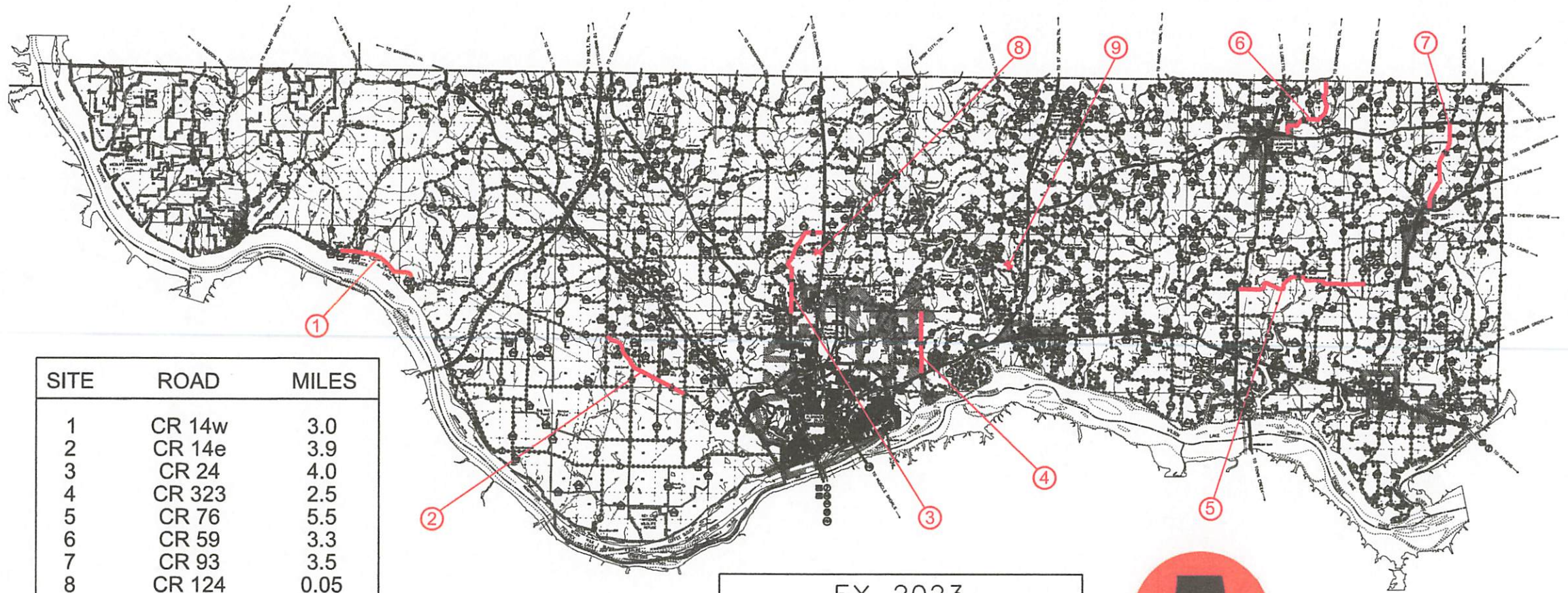
Date Approved by the Lauderdale County Commission: August 29, 2022

Date Amended by the Lauderdale County Commission: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects involving both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
									Estimated Beginning Balance					\$1,062,000.00	\$10,180.00	
									Estimated Annual Revenue					\$1,300,000.00	\$400,000.00	
1	RA-LCP 01-01-2023	CR 14w	34.9049	87.9953	34.8903	87.9474	X		3.00	Resurfacing from Wright to west of CR 194	\$240,000.00	\$0.00	\$240,000.00	CRAF	\$240,000.00	
2	RA-LCP 01-02-2023	CR 14e	34.8588	87.8161	34.8268	87.7636	X		3.90	Resurfacing CR 81 to CR 19	\$312,000.00	\$0.00	\$312,000.00	CRAF	\$312,000.00	
3	RA-LCP 01-03-2023	CR 24	34.8709	87.6918	34.9167	87.6697	X		4.00	Resurfacing from AL 157 to AL 17	\$320,000.00	\$0.00	\$320,000.00	CRAF	\$320,000.00	
4	RA-LCP 01-04-2023	CR 323	34.8379	87.6039	34.8732	87.6040	X		2.50	Resurfacing from US 72 to CR 30	\$200,000.00	\$0.00	\$200,000.00	CRAF	\$200,000.00	
5	RA-LCP 01-05-2023	CR 76	34.8858	87.3897	34.8882	87.3036	X		5.50	Resurfacing from AL 101 to east of CR 545	\$412,500.00	\$0.00	\$412,500.00	FAEF		\$412,500.00
6	RA-LCP 01-06-2023	CR 59	34.9715	87.3565	35.0014	87.3308	X		3.30	Resurfacing from AL 64 to Tennessee State Line	\$264,000.00	\$0.00	\$264,000.00	CRAF	\$264,000.00	
7	RA-LCP 01-07-2023	CR 93	34.9305	87.2605	34.9782	87.2464	X		3.50	Resurfacing from AL 207 to AL 64	\$280,000.00	\$0.00	\$280,000.00	CRAF	\$280,000.00	
8	RA-LCP 01-08-2023	CR 124	34.9058	87.6738	34.9058	87.6734		X	0.05	Replacement of Bridge, BIN 003840, at Chisholm Branch	\$225,000.00	\$0.00	\$225,000.00	CRAF	\$225,000.00	
9	RA-LCP 01-09-2023	CR 65	34.8899	87.5397	34.8904	87.5399		X	0.05	Replacement of Bridge, BIN 002401, at Brush Creek	\$225,000.00	\$0.00	\$225,000.00	CRAF	\$225,000.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						25.70	Total CTP Estimated Costs	\$2,478,500.00	\$0.00	\$2,478,500.00	Total CRAF/FAEF Remaining Estimated	\$296,000.00	(\$2,320.00)

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks



SITE	ROAD	MILES
1	CR 14w	3.0
2	CR 14e	3.9
3	CR 24	4.0
4	CR 323	2.5
5	CR 76	5.5
6	CR 59	3.3
7	CR 93	3.5
8	CR 124	0.05
9	CR 65	0.05
TOTAL		25.8

FY 2023
LAUDERDALE COUNTY
TRANSPORTATION PLAN



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

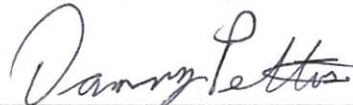
WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, peace, understanding and goodwill; and

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history, and culture.

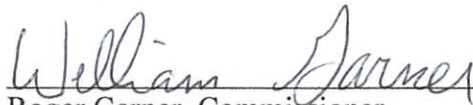
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby approves supporting Singing River Disc Golf, host of the Third Annual Lauderdale Commissioners Cup PDGA-sanctioned Disc Golf Tournament scheduled for September 23th, 2023 at Brush Creek Park. This sponsorship will be in the amount of two thousand five hundred dollars, and will be paid from the Tourism Fund with any budget amendment needed being approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, bid contracts were executed between the Lauderdale County Commission and the following companies by authority of the Bid Numbers shown below:

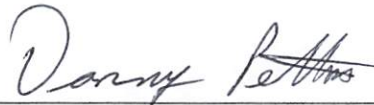
Bid No. 2020-7 "Gasoline and on Road Diesel Fuel" – Tatum Oil
Bid No. 2022-4 "Traffic Signs Reflectors" – Vulcan Signs
Bid No. 2023-3 "Corrugated High Density Polyethylene Pipe"—ADCO
Bid No. 2023-5 "Lubricants"—W.H. Thomas Oil
Bid No. 2023-6 "Polypropylene Pipe"—ADCO
Bid No. 2023-7 "Ready Mix Concrete"—Bama Concrete Products Co. Inc.

WHEREAS, by written confirmation, all companies named above have agreed to continue the current pricing provided in the original bids.


NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to renew contracts with each of the above-named companies for a period of one year under the same terms and conditions stated in the original Bid Contracts with any budget amendment needed being approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

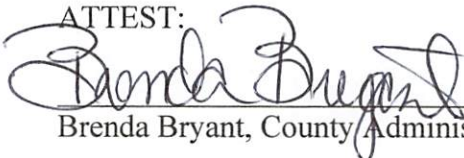


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

WHEREAS, the Lauderdale County Commission will enter into a partnership with Diversified Computer Services (DCS) as they provide solutions and expertise in support of Lauderdale County in successful implementation of and compliance with the Coronavirus State and Local Fiscal Recover Funds (SLFRF) program requirements included in the American Rescue Plan Act (ARPA); and

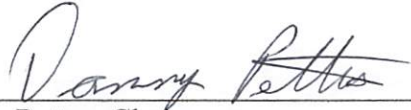
WHEREAS, the cost for this service will be one thousand two hundred fifty dollars per month in the beta phase beginning August 15th, 2023, and twelve thousand dollars annually once production begins October 1st, 2023; and

WHEREAS, an additional four thousand dollars will be charged for initial analysis and calculation with an annual cost of one thousand five hundred dollars each year on January 31st from 2022 through 2024.

BE IT RESOLVED by the Lauderdale County Commission to partner with Diversified Computer Services and any budget amendment needed is herein approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

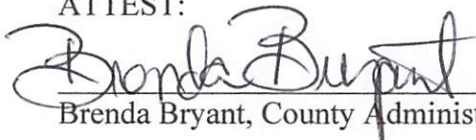


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

Diversified COMPUTER SERVICES LLC
LICENSED SOFTWARE AND SERVICE AGREEMENT

THIS LICENSE AGREEMENT is entered into as of the 16th day of August, 2023 ("Effective Date"), by and between Diversified Computer Services, LLC, an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Contact and email: Dan Floyd, dan.floyd@dcs-dcs.com ("DCS"), and Lauderdale County Commission, a governmental entity with its principal office located at 200 South Court Street, Florence AL, 35630, Telephone: (256) 760-5750, Contact and email: Brenda Bryant, County Administrator, bbryant@lauderdalecountyal.gov ("Licensee").

WHEREAS, the Licensed Software (as defined below) was developed by DCS; and

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof; and

WHEREAS, DCS provides additional Services including, but not limited to, Business Services, Data Services, and Voice Services, separate from the Licensed Software and is able to offer those Services to the Licensee if so desired;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

- 1.1. "Licensed Software." Computer program(s) in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software. The Licensed Software is frequently known as the PROCORE Management System and any reference in this Agreement refers specifically to PROCORE Management System.
- 1.2. "Licensed Product." Any computer programs or developed by DCS that incorporates or makes use of the Licensed Software or Derivative Works, in whole or in part
- 1.3. "Derivative Works." Any derivative works as determined by the U.S. copyright law created by license in accordance with the terms of this agreement
- 1.4. "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and

proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

1.5. "End User License." Non-exclusive, non-transferable license granted by DCS and or Licensee solely for an end-user's use and not for distribution or resale to third parties. All end-user Licenses shall include the notice and disclaimer language set forth in Article 8 of this agreement.

1.6. "Technical Support." See Exhibit A for complete definition and terms

1.7. "Customization and Implementation." See Exhibit B for complete definition and terms

2. Ownership and License Grants.

2.1 Ownership of Software and Derivative Works. The parties agree that DCS has exclusive proprietary rights to the Licensed Software. The parties agree and acknowledge that DCS owns all right, title, and interest in and to the Licensed Software, and DCS shall own all right, title, and interest in and to Derivative Works

2.2 License Grant. Subject to the terms and conditions hereof, DCS hereby grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to use the Licensed Software

2.3 License Grant to Derivative Works. DCS hereby grants Licensee a non-exclusive license to use, execute, transmit, distribute, and prepare Derivative Works solely for the purpose of use with the Authorized Modules of the Licensed Software and Licensee will promptly deliver any Derivative Works to DCS.

2.4 Restrictions. Licensee may use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

3. Term. Commencing on the effective date of this agreement the term of this agreement shall be one (1) year and renewed by Licensee on an annual basis. Notice of renewal shall be made in writing to DCS at its principal place of business or at an agreed upon location. Renewal shall be made no less than thirty (30) days prior to the expiration of this Agreement

4. Consideration for License Fee. The annual license fee for the Licensed Software shall be TWELVE THOUSAND DOLLARS (\$12,000.00) per annum. This amount shall be paid in full prior to or on commencement date of this Agreement and shall be paid on an annual basis per this Agreement, and specifically Section 3, prior to renewal.
5. Technical Support Fees for Licensed Software. Support Fees and related payment terms are provided on Exhibit A, and Licensee shall pay support fees in accordance with such terms and conditions. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.
6. Technical Support. DCS shall provide technical support services under the Technical Support Definition and Terms attached as Exhibit A.
7. Customization and Implementation. DCS provides optional customization and implementation services under the Customization and Implementation Definition and Terms attached as Exhibit B.
8. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.
9. Warranties and Limitation of Liability.
 - 9.1 Compliance with Law. Licensee represents and warrants that it will comply in all material respects with all local, state, and federal laws and regulations relating to its activities hereunder.
 - 9.2 Nothing contained herein shall be deemed a warranty by DCS that the rights granted in connection with Licensed Software, including any and all copyrights, will afford adequate and/or commercial protection.

- 9.3 EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT Licensee HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.
- 9.4 DCS MAKES NO WARRANTIES WHATSOEVER AS TO THE COMMERCIAL OR SCIENTIFIC VALUE OF THE LICENSED SOFTWARE. THE LICENSED SOFTWARE IS PROVIDED "AS-IS." DCS MAKES NO REPRESENTATION THAT THE LICENSED SOFTWARE OR THE DEVELOPMENT OR USE OF THE LICENSED PRODUCTS OR ANY SOFTWARE, OR GRANT OF ANY END-USER LICENSE, OR ANY ELEMENT THEREOF, WILL NOT INFRINGE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY OR VIOLATE THE TERMS OF USE OF ANY THIRD-PARTY SOFTWARE INCLUDED IN THE LICENSED SOFTWARE.
- 9.5 Proprietary Rights Warranty and Limitation of Liability. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 10.5, if such claim is based on (i) combination of the Licensed Software with data or with other software or device not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.
- 9.6 Disclaimer of Incidental and Consequential Damages; Limitation of Liability. IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR

DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

10. Indemnity. Licensee shall indemnify, defend and hold harmless DCS and its current and former members, staff, employees, agents and their successors, heirs, and assigns (collectively, the "Indemnitees") from and against any liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including attorney's fees and other costs and expenses of litigation), based upon, arising out of, or otherwise relating to product liability concerning any product or service made, used, sold or performed pursuant to any right or license granted under this Agreement, except to the extent that such liability is caused by the gross negligence or will misconduct of the Indemnitees. Neither Licensee nor Indemnitees shall settle any claim without prior written consent of the other, which consent shall not be reasonably withheld. The Indemnitees shall provide Licensee with prompt written notice of any claim for which indemnification is sought hereunder. Licensee shall provide attorneys acceptable to Indemnitees to defend against any such claim. The Indemnitees shall cooperate fully with Licensee to conduct and control such defense and the disposition of such claim (including all actions relative to litigation, appeal, and settlement). Licensee shall not be responsible to any Indemnitee on account of any settlement or other voluntary disposition of a claim without the Indemnitee's consent.
11. Termination.
 - 11.1 Termination without Cause. Licensee may terminate this Agreement for any reason upon sixty (60) days written notice to DCS. Upon such termination DCS shall retain any monies paid them by Licensee without exception. Monies owed to DCS by Licensee for any service, fees, and support at the time of termination, including those incurred in the sixty (60) day notice period, shall be paid on the date this Agreement has been terminated unless otherwise governed by the agreed upon terms between DCS and Licensee for payment of monies owed.

11.2 Termination for Default and/or Breach.

- 11.2.1 If either party commits a material breach of its obligations under this Agreement and fails to cure such default and/or breach within thirty (30) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in default and/or breach.
- 11.2.2 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.
- 11.2.3 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.
- 11.2.4 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section shall survive the termination of this Agreement.

12. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

13. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be

entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

14. Use of Name. Licensee shall not use or register the name of Diversified Computer Services LLC, as known in this agreement as DCS, alone or as part of another name, logo, seal, insignia or other words, names, symbols or devices that identify DCS or any affiliate for any purpose except with the prior written consent of DCS. Without limiting the foregoing, Licensee shall cease use of DCS names on the termination or expiration of this Agreement except as otherwise approved by DCS. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.
15. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.
16. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.
17. Amendment and Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the rights at a latter time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further continuing waiver of such condition or of the breach of such term or any other term of this Agreement.
18. Binding effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns.
19. No Agency or Partnership. Nothing contained in this Agreement shall give either party the right to bind the other or be deemed to constitute either party as agent for or partner of the other or any third party. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

20. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.
21. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.
22. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.
23. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.
24. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.
25. Governing Law. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law.

26. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, LLC

By:

James D. Floyd
Dan Floyd

Title: Managing Member

Date:

8/16/2023

Lauderdale County Commission

By:

Danny Petho

Title:

Chairman

Date:

8-28-23

EXHIBIT A
TECHNICAL SUPPORT DEFINITION

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").
2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.
4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**\$125.00**) for support.
5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.
7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.
8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.
9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.
10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (**\$125.00**) for support.

EXHIBIT B
CUSTOMIZATION AND IMPLEMENTATION DEFINITION

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.
2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.
3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rate for such services shall be DCS's current standard hourly rate (\$125.00) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.
4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

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

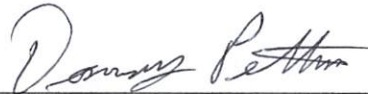
WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history, and culture; and

WHEREAS, the Town of Waterloo has requested five thousand dollars for the 2023 Trail of Tears Commemorative Motorcycle Ride, which is an important and iconic feature of Lauderdale County's culture.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission, in recognition of the Trail of Tears Motorcycle Ride, scheduled for September 16th, 2023, hereby sponsors these activities with five-thousand dollars to be appropriated for the Town of Waterloo from the Tourism Fund. Any budget amendment that may be needed is hereby authorized and approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, in support of the local Lauderdale County Water Departments, the Lauderdale County Commission would like to appropriate two hundred fifty thousand dollars to each of the four water departments, East Lauderdale, West Lauderdale, Chisolm Heights, Greenhill; and

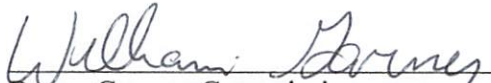
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that an appropriation in the total amount of one million dollars be divided equally between all four water departments in Lauderdale County as listed above, and any budget amendment needed is approved.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



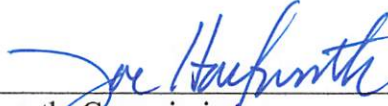
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission would like to extend the agreement between the Lauderdale County Commission, the City of Florence, and Lifeguard Ambulance Services, LLC for ninety days to expire on November 9th, 2023, upon mutual agreement by all parties, the agreement may be extended no more than an additional fifty-two days to expire on December 31st, 2023; and

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the attached amendment with Advanced Life Support Emergency Medical Treatment and Transportation Service Agreement is hereby approved, ratified, and confirmed.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

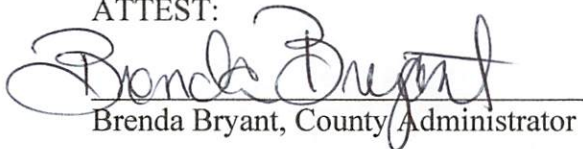


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

July 31, 2023

Mr. George Grabryan
Lauderdale County EMA Director
110 W College St
Florence, AL 35630
ggrabryan@flalema911.org

Re: Contract Renewal / Request for Meeting

Dear Mr. Grabryan:

Thank you for the opportunity to serve the City of Florence and Lauderdale County, Alabama for the past eleven months. We are in receipt of your email dated Friday, July 28th, 2023, and understand the City and County have elected to renew our current agreement for an additional year. As indicated in our email conversation on August 5th, 2022, and which you agreed to, the one-year renewal options of the Agreement would have to be mutually agreeable to both parties. Over the past 11 months we have had an opportunity to understand true system performance, beyond what was communicated in the 2022 RFP. EMS call volume, rising wage costs, and inadequate insurance reimbursements, have all contributed to creating financial hardships on the current EMS system. Our hope was that procedurally, we would have been afforded the opportunity to discuss innovative solutions and data driven system enhancements to create sustainability. Our desire is to continue to work with the City and County to make positive impacts in the community. Understanding time is of the essence, as the current contract will expire on August 9th, 2023, we are amenable to extending the current Agreement for a period not to exceed 90 days, while the parties work toward an updated, more viable EMS model.

Thank you for your time and understanding. We are hopeful that Lifeguard will continue to be the EMS provider in this great community for many years to come. We are eager to meet and discuss options that would make the prehospital healthcare delivery system more sustainable for the citizens and visitors of the City of Florence and Lauderdale County.

Sincerely,



Joshua Spencer, Regional Director
950 22nd Street North, Suite 800
Birmingham, AL 35203
E: joshua.spencer@gmr.net
C: 850.499.5506

Cc: Justin Bishop, Chairman, Florence-Lauderdale County Ambulance Service Review Committee

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission understands the importance of Senior Centers, and encourages efforts to provide Senior Citizens in Lauderdale County a place to meet and support their communities; and


WHEREAS, the Lauderdale County Commission, on behalf of Greenhill Senior Center, and Elgin Senior Centers has applied for, and will be accepting grant funds from the Northwest Alabama Resource Conservation & Development Council. These funds will be in the amount of twenty-five thousand dollars for Greenhill Senior Center, and thirty-five thousand dollars for Elgin Senior Center; and

WHEREAS, the attached Memorandum of Understanding has been written to detail the responsibilities and obligations of both the Lauderdale County Commission and each Senior Center involved in benefiting from these grants as well as documenting what each of these grants are paying for; and

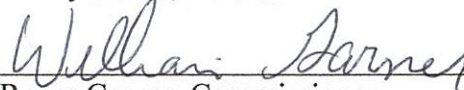
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission is authorized to enter into this agreement with Greenhill Senior Center and Elgin Senior Center, and any necessary budget amendment for this project is herein approved.

Done this the 28th day of August, 2023.

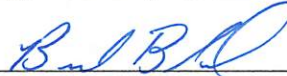
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

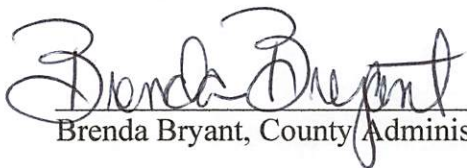


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

MEMORANDUM OF UNDERSTANDING

COMES NOW, The Lauderdale County Commission, hereinafter referred to as "Commission" and Greenhill Senior Center, hereinafter referred to as "Center" are entering into this Memorandum of Understanding regarding RC&D grant monies for purchasing a new refrigerator and replacing the "Center" roof.

- 1) The Commission agrees to apply for a RC&D grant for the "Center" for the purpose of funding the above detailed project.
- 2) Both parties understand and acknowledge that the listed project will initially be funded by the Commission.
- 3) The RC&D grant will reimburse the Commission for said expended funds for the project.
- 4) Both parties agree and covenant that upon receipt of the grant funds, the "Center" shall endorse the grant instrument and/or check over to the Commission and immediately tender said instrument/check to the Commission office.
- 5) This Memorandum of Understanding shall be authorized by the board of the "Center" and the Commission through official resolution. A copy of the resolution(s) and authorizing document of the "Center" shall be attached to this original Memorandum of Understanding and marked as exhibits thereto.

Date: 8-15-23

Hazel Green

Authorized Signature for Greenhill Senior Center

Date: 8-15-23

Danny Pettus

Danny Pettus, Chairman

Lauderdale County Commission

MEMORANDUM OF UNDERSTANDING

COMES NOW, The Lauderdale County Commission, hereinafter referred to as "Commission" and Elgin Senior Center, hereinafter referred to as "Center" are entering into this Memorandum of Understanding regarding RC&D grant monies for building a porch, installing two handicap accessible ramps with railings, and replacing concrete walkways around the center, installing two HVAC systems in the auditorium/gym and one HVAC system in the kitchen/dining hall.

- 1) The Commission agrees to apply for a RC&D grant for the "Center" for the purpose of funding the above detailed project.
- 2) Both parties understand and acknowledge that the listed project will initially be funded by the Commission.
- 3) The RC&D grant will reimburse the Commission for said expended funds for the project.
- 4) Both parties agree and covenant that upon receipt of the grant funds, the "Center" shall endorse the grant instrument and/or check over to the Commission and immediately tender said instrument/check to the Commission office.
- 5) This Memorandum of Understanding shall be authorized by the board of the "Center" and the Commission through official resolution. A copy of the resolution(s) and authorizing document of the "Center" shall be attached to this original Memorandum of Understanding and marked as exhibits thereto.

Date: 8-15-23
Charles Dixon

Authorized Signature for Elgin Senior Center

Date: 8-15-23
Danny Pettus

Danny Pettus, Chairman

Lauderdale County Commission

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

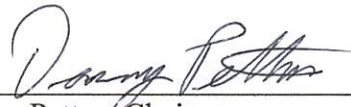
WHEREAS, the Lauderdale County Commission agrees to compensate the releasor for medical claims and loss of wages caused from an accident involving a Lauderdale County Solid Waste truck on the 23rd day of May 2023, and

WHEREAS, Lauderdale County Commission will pay a settlement amount for medical claims and loss of wages only. See copy of release attached.

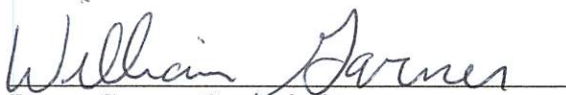
BE IT RESOLVED, the Lauderdale County Commission approves compensation for this accident for the amount listed for medical claims and loss of wages only in the attached release, and any budget amendment is approved.

Done this the 28th day of August, 2023.


LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

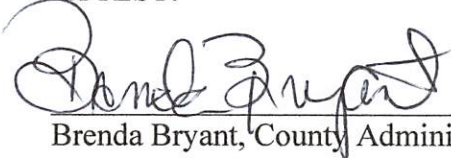


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

RELEASE OF CLAIM(S) FOR MEDICAL EXPENSES AND LOSS OF WAGES

This release, executed on the 29th day of August, 2023 by Michael Jones, herein referred to as Releasor, to Lauderdale County, a political subdivision of the State of Alabama by and through its duly elected Commission, herein referred to as Releasee

RECITALS

Releasor is the owner of a 2005 Dodge Ram 3500 Quad Cam, with vehicle identification number being 3D7MS48C95G814268. Said medical expenses and loss of wages due to an automobile accident involving a vehicle owned by the Releasee, on or about the 23rd day of May, 2023. (See police report attached)

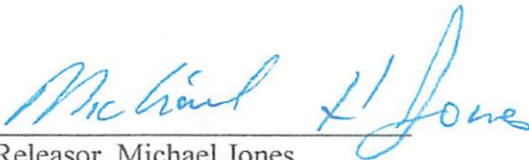
Releasor is willing to release releasee from all past and present claim(s) for such medical expenses and loss of wages on the terms set out herein. In consideration of thirty-two thousand nine hundred eighty-seven dollars and thirty-five cents, receipt of which is acknowledged by the releasor, releasor releases and discharges releasee from any and all medical claim(s) and work leave of absence resulting from the aforementioned automobile accident, and all other damages whatsoever.

It is understood that this release shall inure to the benefit of releasee, its' successors, agents and insurers and that it shall bind releasor and his heirs, legal representatives, assigns and successors in interest to the above-described medical expenses and loss of wages.

This is a release for medical expenses, loss of wages, and all other damages, thereto.

Further, nothing herein shall act as an admission of liability on behalf of releasee, its agents or assigns.

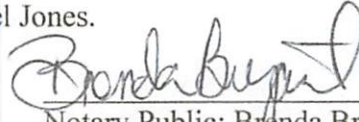
In witness whereof, releasor has executed this release on this the 29th day of August, 2023.


Releasor, Michael Jones

STATE OF ALABAMA §

LAUDERDALE COUNTY §

Signed before me on August 29, 2023 by Michael Jones.

A handwritten signature in cursive script, appearing to read "Brenda Bryant", written over a horizontal line.

Notary Public: Brenda Bryant

My Commission Expires: January 3, 2024



STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, under the provisions of Act 2022-348, employers who participate in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 may elect to provide Tier I retirement benefits to Tier II plan members, and

WHEREAS, the Lauderdale County Commission participates in the Employees' Retirement System pursuant to *Ala. Code* § 36-27-6 and wishes to improve retirement benefits for its Tier II plan members;

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Lauderdale County Commission elects to provide Tier I retirement benefits to its Tier II plan members, subject to approval by the Employee' Retirement System Board of Control; that, if approved, such election shall be effective the following fiscal year and is irrevocable.

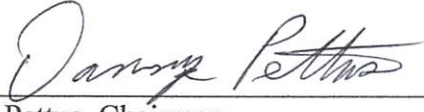
BE IT FURTHER RESOLVED that Lauderdale County Commission has reviewed the actuarial cost estimates provided by the Employees' Retirement System for such election and agrees to pay any resulting increases in the employer contribution rate.

BE IT FURTHER RESOLVED that beginning in the month that such election is effective, Lauderdale County Commission's Tier II plan members shall contribute 7.5% of their earnable compensation to the Employees' Retirement System and the Tier II plan members who are firefighters or law enforcement officers, as defined by *Ala. Code* § 36-27-59(a), shall contribute 8.5% of their earnable compensation to the Employees' Retirement System, as required by Act 2022-348.


BE IT FURTHER RESOLVED that Lauderdale County Commission has not increased the member contribution rates for its Tier I members as provided by Act 2011-676 and, as required by *Ala. Code* § 36-27-6.5, Lauderdale County Commission has submitted to the Employees' Retirement System a plan to increase such rates.

Done this the 28th day of August, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

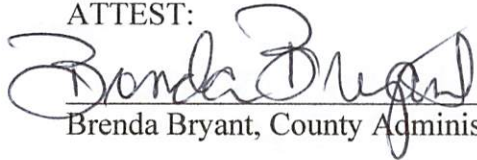


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

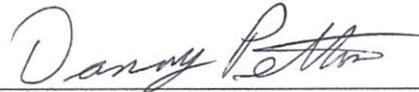
WHEREAS, the Lauderdale County Commission approves the proposal presented by Volkert, Inc. for structural services for the bridge project to place between the future Ag Center and Workforce Development Center parking areas; and

WHEREAS, the bridge project is detailed in the attached letter, and the amount of this project is projected to cost eighty-two thousand four hundred dollars, and

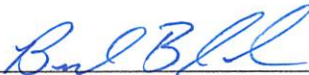
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves this bridge proposal, and will attach the proposal letter with this resolution in the minutes. Any necessary budget amendments will be approved to complete these services.

Done this the 28th day of August 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



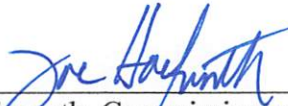
Brad Black, Commissioner



Roger Garner, Commissioner

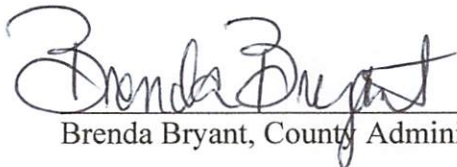


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

August 1, 2023

Mr. Danny Pettus
Chairman
Lauderdale County Commission
102 South Court Street
Florence, Alabama 35630

RE: Bridge Design Services for Lauderdale County Work Development Center

Mr. Pettus,

Volkert, Inc. appreciates the opportunity to submit this scope of work and fee proposal for structural services for the subject project. These scopes and lump sum fees were prepared based on our understanding of the project from our conversation with Mr. Jonathan Grammer on July 26, 2023.

- **Scope of Work**

- Prepare bridge plans for entrance road crossing from the Future AG Event Center Blvd. to the Proposed Work Development Center parking areas.
- It is assumed that the structures will be a single span precast arch structures similar to Contech BEBO Concrete Arch Systems.
- It is assumed that survey, hydraulic analysis, and geotechnical information required for the bridge design will be provided by others.
- Aesthetic finishes will be provided to achieve a look similar to that of the Burnside Bridge at Antietam example provided for reference. These features include stone masonry façade, decorative railings, and potential stamped concrete deck. A kickoff meeting will be held where finishes will be discussed, and concurrence achieved prior to advancing the design.
- It is assumed that foundations will be comprised of cast-in-place footings bearing on point bearing piles or directly on rock.
- Project management and coordination with site designer are included.
- It is assumed that on-site meetings will consist of a kickoff meeting, a site visit, and two additional meetings. Other meetings will be held virtually.
- Bridge Plans will be sealed by a Professional Engineer licensed in the State of Alabama
- Fee includes review of precast structure shop drawings and answering of RFIs.
- Fee does not include construction oversight during construction.

- **Lump sum fee = \$82,400**

Volkert appreciates the opportunity to provide this proposal. If you should have any questions or would like to discuss further, please do not hesitate to contact me at 615.268.9541 or justin.eckel@volkert.com.

Respectfully Submitted,

Justin Eckel, P.E.
Vice President

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County is in need of an engineering company to perform surveying services for the Workforce Development Center Project; and

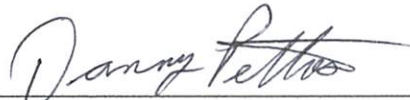
WHEREAS, White, Lynn, Collins & Associates are civil engineers/ land surveyors and have performed these services for Lauderdale County in the past.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission to enter into a contract, that will be attached to this resolution, with the firm of White, Lynn, Collins & Associates for surveying services for the Workforce Development Center. The total sum for these services will be two thousand seven hundred dollars, and any necessary budget amendments be approved to complete these services.

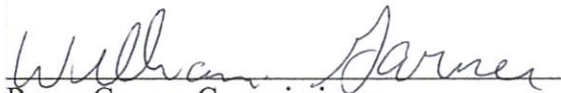
Done this the 14th day of August, 2023.

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LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

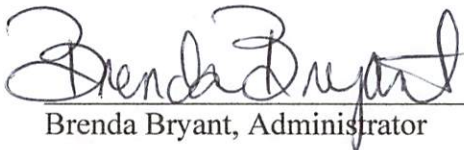


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, Administrator

August 24, 2023

Lauderdale County Commission
P.O. Box 1059
Florence, AL 35631

Attention: Ms. Brenda L. Bryant, County Administrator

Reference: Construction Stake Out
Workforce Development Center Project
Florence, Alabama

Dear Ms. Bryant:

White, Lynn, Collins and Associates, Inc., (WLC) is pleased to present the following proposal to the Lauderdale County Commission (Client) for Surveying Services for the above referenced project. Below is a description of the scope of work provided by this proposal and the associated fees.

SCOPE OF WORK:

WLC will provide construction stakeout for the proposed water line at the intersection of the main boulevard and entrance to the Workforce Development Center. This will include stakes being set at all bend points and approximately every 50' on centerline, 2 fire hydrants along with the proposed back of curb and catch basin within the location of the water line. **(One time stakeout)**

COMPENSATION:

Construction Stakeout.....Lump Sum: \$2,700.00

CONDITIONS:

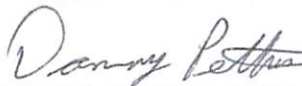
Any additional work requested by the Client that is not described in the scope of work will constitute extra work. Extra work, ordered and authorized by the Client, will either be performed using our standard hourly rates (see attached Fee Schedule), by a change order to this proposal, or under a separate proposal whichever the Client prefers.

Should this project be canceled prior to our work being completed for any reason and by any party our fee will be based on work completed to date using our current Fee Schedule. Otherwise, payment will be due when the work is complete.

If this proposal is satisfactory, please sign and return one executed copy authorizing us to proceed.



White, Lynn, Collins and Associates, Inc.
Richard O. Edmonds, Vice-President



Lauderdale County Commission
Mr. Danny Pettus, Chairman

Date 8-24-23

Date 8-28-23

G:\Proposals\Proposals 2023\LCC - Workforce Development Center - Stake Out 8-7-23.doc

JANUARY 2023

FEE SCHEDULE

PRINCIPAL ENGINEER.....	\$125.00
REGISTERED SURVEYOR.....	\$125.00
STRUCTURAL ENGINEERING DESIGN.....	\$150.00
DESIGN ENGINEER.....	\$90.00
COMPUTER AIDED DRAFTING WITH OPERATOR.....	\$65.00
DRAFTSMAN / PARTY CHIEF FOR SURVEY CALCULATIONS.....	\$70.00
CLERICAL.....	\$55.00
INSPECTOR.....	\$75.00
RECORDS RESEARCH.....	\$85.00
SURVEY CREW WITH GPS EQUIPMENT.....	\$150.00
(OVERTIME & HOLIDAYS - \$ 225.00 PER HOUR)	

NOTE: All rates are per hourly basis and portal to portal.

Outside Consultants (photogrammetry, etc.)..... Cost + 20%

Miscellaneous supplies and equipment above normal surveying & engineering requirements
(Must be approved in writing by authorized personnel)..... Cost + 20%

Travel to jobs greater than 25 miles from our office will be charged at \$ 0.65.5 per mile.