

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 23rd day of April, 2024. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

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

Danny Pettus, Chairman was absent.

Commissioner, Roger Garner, 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, Brad Black.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Hackworth moved, seconded by Commissioner Black that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion and upon a vote taken, motion was 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 was unanimously approved.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve Retired Senior Volunteer Program grant funding be used as specified, and within the timeframe allowed in the grant agreement with a grant total of fifty-two thousand five hundred dollars for grant year three, April 1, 2024 through March 31, 2025. 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 agree that participation in the Cardinal and Cencora Opioid Settlement is in the best interest of the Lauderdale County citizens, and hereby expresses its support for the Settlement of Opioid claims, and the allocation, and use of Settlement funds as described in the Settlement Agreement. 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 window replacement in the Lauderdale County Detention Center. This is a budgeted item, and the total cost including labor, travel, per diems, tools, supplies, shipping, box charges, fuel surcharges, etc. will be two hundred twenty-seven thousand three hundred forty-five dollars and eighty-six cents. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Black seconded by Commissioner Parker. There being no discussion and upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :
April 8, 2024 through April 22, 2024

1	General-Special	61631-61687	940,941.59
2	Agri-Business Fund	4095-4097	225.62
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9156-9162	4,535.41
6	Gasoline Tax Fund	18915-18928	256,693.53
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	754	9,334.70
11	Reappraisal Fund	12761-12768	32,032.59
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	629-630	9,000.00
14	RSVP Fund	18306-18313	7,701.00
15	Child Protection Fund	N/A	0.00
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	N/A	0.00
19	Workplace Development Center Fund	1084-1088	92,954.21
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1026	197,333.97
22	Coronavirus Rescue Act Fund	1080	249,999.66
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9467-9482	299,009.17
25	Account Payable Fund	48436-48500	243,657.76

26	Fire Protection Fee Fund	5097-5110	28,000.00
27	Industrial Development Tax Fund	1247	875,058.61
28	Tobacco Tax Fund	N/A	0.00
29	TVA Tax Fund	6532-6544	415,970.71
TOTAL-			\$ 3,662,448.53

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

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

William Garner

Roger Garner, Commissioner

Brad Black

Brad Black, Commissioner

Absent

Fay Parker, Commissioner

ATTEST:

Brenda Bryant

Brenda Bryant, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
April 23, 2024

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—RSVP Grant
4. Resolution—Opioid Settlement
5. Resolution—Window Replacement
6. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS – none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

BE IT RESOLVED by the Lauderdale County Commission that the AmeriCorps Seniors Grant for the Retired Senior Volunteer Program (RSVP) for the year April 01, 2024 - March 31, 2025 (grant year 3) is herein accepted and the grant agreement approved.

BE IT FURTHER RESOLVED that this grant funding is to be used as specified and within the timeframe allowed in the grant agreement for a grant total of fifty-two thousand five hundred dollars and any budget amendment necessary is herein approved.

Done this the 23rd day of April, 2024.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

William Garner

Roger Garner, Commissioner

Brad Black

Brad Black, Commissioner

Fay Parker

Fay Parker, Commissioner

Joe Hackworth

Joe Hackworth, Commissioner

ATTEST:

Brenda Bryant

Brenda Bryant, County Administrator

Notice of Grant Award**Corporation for National and Community Service**

250 E Street SW, Suite 300
 Washington, DC 20525-0001
 (202) 606-5000

Retired and Senior Volunteer Program**Grantee**

COUNTY OF LAUDERDALE
 102 S Court St Florence AL 35630-5627

EIN: 636001589
 UEI: NZG8JA4DFMA8

Award Information

Agreement No.:	22SRHAL008	Performance Period:	04/01/2022 - 03/31/2025
Amendment No.:	5	Budget Period:	04/01/2024 - 03/31/2025
CFDA No.:	94.002	Grant Year:	3

Purpose

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

Funding Information

Year 3	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$52,500	\$0	\$52,500
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$52,500	\$0	\$52,500

Cumulative Funding for Project Period

Total Awarded in Previous Amendments	\$152,500
Total CNCS Funds Awarded to Date	\$152,500

Funding Source and Amount

Not applicable to this award.

Award Description

The purpose of this amendment is to remove the special condition placed on amendment 24SR259741. All other terms and conditions of this award remain unchanged.

Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at <https://americorps.gov/sites/default/files/document/FY2024-General-Terms-Conditions-508-20230919.pdf> and the Program Terms and Conditions found at 2024 Terms and Conditions for Retired and Senior Volunteer Program (RSVP) Grants (americorps.gov). Recipient also agrees to comply with assurances and certifications made in the grant application, supporting documents, and with applicable federal statutes, regulations and guidelines.

Corporation for National and Community Service:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING LAUDERDALE COUNTY TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT AND FUTURE OPIOID SETTLEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and Lauderdale County, Alabama.

WHEREAS, Lauderdale County has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into Settlement Agreements with Cardinal Health (“Cardinal”) and Cencora f/k/a AmerisourceBergen Drug Company (“Cencora”), which include the claims for the State of Alabama’s local governments;

WHEREAS, Lauderdale County finds the terms of the Cardinal and Cencora Settlement Agreements acceptable and in the best interest of the community;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and Lauderdale County finds the terms of the Sign-On Agreements acceptable and in the best interest of the community;

WHEREAS, the current Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which Lauderdale County finds acceptable and in the best interest of the community;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF LAUDERDALE COUNTY, ALABAMA,

Section 1. That Lauderdale County finds that participation in the Cardinal and Cencora Opioid Settlements is in the best interest of Lauderdale County and its citizens.

Section 2. That Lauderdale County hereby expresses its support for the Settlement of Opioid claims against Cardinal and Cencora and the allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 3. That Lauderdale County's Commission Chairperson is expressly authorized to execute the Cardinal and Cencora Settlement Sign-On Agreements and to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

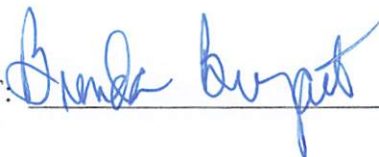
Section 4. That Lauderdale County's Commission Chairperson is hereby expressly authorized to execute any formal agreement and related documents evidencing Lauderdale County's agreement to the settlement of its Cardinal and Cencora claims and litigation related to the Opioid Epidemic.

Section 5. That Lauderdale County's Commission Chairperson is authorized to take such other action as necessary and appropriate to effectuate Lauderdale County's participation in the Cardinal and Cencora Settlements related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of the Lauderdale County, Alabama requiring it.

ADOPTED this the 23 day of April, 2024.

ATTEST:



LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

William Garner

Roger Garner, Commissioner

~~William Garner~~ Brad Black

Brad Black, Commissioner

Fay Parker

Fay Parker, Commissioner

ATTEST:

Brenda Bryant

Brenda Bryant, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

CARDINAL AND CENCORA ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached an agreement with Cardinal Health and Cencora (formerly AmerisourceBergen) to resolve the State's claims against Cardinal Health, Cencora, and their related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State, Cardinal Health, and Cencora and the allocation and use of the proceeds to be paid pursuant to that settlement.

A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.
2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, which are identified in Exhibit C to the settlement agreement, as it may be from time-to-time amended.
3. "Special District(s)" shall mean the litigating public hospitals and litigating county health departments and/or boards of health that are identified in Exhibit C to the settlement agreement, as it may be from time-to-time amended, or that are otherwise included in the definition of "Special District" within the settlement agreement.
4. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Special Districts.
5. "Cardinal Health" shall mean Cardinal Health, Inc. and any other entity qualifying as a "released entity" under Section I, Paragraph Y of the settlement agreement, including those entities identified in Exhibit D to the agreement.
6. "Cencora" shall mean Cencora, Inc. and any other entity qualifying as a "released entity" under Section I, Paragraph Y of the settlement agreement, including those entities identified in Exhibit D to the agreement.
7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's February 2024 settlement agreement with Cardinal and Cencora.
8. The "Subdivision and Special District Share" shall mean the allocation percentage earmarked for the Political Subdivisions as set forth in Section B.1.

9. The “Receiver” shall mean the State of Alabama Qualified Settlement Fund administrator or other vendor as agreed upon by the Office of the Attorney General that shall take possession of the Subdivision Share and distribute it as set forth herein.

B. Allocation of Settlement Proceeds

1. Under the settlement agreement, Cardinal and Cencora will pay \$220,000,000 to be used for opioid remediation around the State. The State, Political Subdivisions, and Special Districts shall divide settlement funds recovered by the State with 40% (\$88,000,000) going to the Political Subdivisions, 10% (\$22,000,000) going to the Special Districts, and 50% (\$110,000,000) going to the State.

2. Cardinal and Cencora will make payment of the Subdivision and Special District Share directly to the Receiver appointed to distribute the Subdivision Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Special District eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Special Districts as defined herein that are eligible to receive an award payment. The Special Master’s allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation (“the MDL Calculator”) for each town, city, and county entitled to share in the Subdivision Share. The Special Master’s allocation to the Special Districts will be calculated using a methodology to be determined in the discretion of the Special Master. The Parties may not cancel or terminate this Agreement based on the Special Master’s allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Special District will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the Approved Abatement Strategies set out in Exhibit B to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

C. Payment of Counsel and Litigation Expenses

1. The settlement agreement provides that up to \$25,000,000 of the Subdivision and Special District Share in Section B.1 of this Agreement may be apportioned by the Court-appointed Special Master towards attorneys' fees for counsel for litigating political subdivisions and litigating public health care authorities, as those terms are used in the Cardinal and Cencora Settlement Agreement. The attorneys' fees will be paid by the Receiver to counsel for the Political Subdivisions and Special Districts pro rata based upon the allocations determined by the Special Master in accordance with Section B.3. herein. The Special Master will calculate attorneys' fees owed to attorneys for each Political Subdivision and Special District and will provide those calculations to the Receiver.

2. The Special Master, any payment vendor contemplated by Section B.2. herein, and the State of Alabama bear no responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

D. Conflicts With Other Agreements

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

E. Jurisdiction

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

**CARDINAL AND CENCORA
ALLOCATION AGREEMENT SIGN-ON**

The undersigned, as a duly appointed representative of the County/City of Lauderdale, has read the attached Cardinal and Cencora Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 18th day of April, 2024.



Commission Chairman
Title

City/County of Lauderdale

EXHIBIT E

Subdivisions Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated [●] ("*Agreement*"), and acting through the undersigned authorized official, hereby elects to participate in the Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Execution Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning on or after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the Circuit Court for Montgomery, Alabama for purposes limited to that Court's role as provided in, and for resolving disputes to the extent provided in, the Agreement. The Governmental Entity likewise agrees to arbitrate disputes to the extent provided in the Agreement.
7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including, but not limited to, all provisions of Section VI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
10. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.
11. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Agreement in any respect, the Agreement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: William Garner
Name: William Garner
Title: Co Chairman, Lauderdale County Commission
Date: 4-23-2024

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Detention Center is needing windows replaced, which is a budgeted item for fiscal year 2023-2024. The total cost for the window replacement will be two hundred twenty-seven thousand three hundred forty-five dollars and eighty-six cents. This total includes labor, travel, per diems, tools, supplies, shipping, box charges, fuel surcharge, etc.

BE IT RESOLVED that the Lauderdale County Commission approves the replacement of windows in the Lauderdale County Detention center as stated above, and any budget amendment needed.

Done this the 23rd day of April, 2024.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

William Garner
Roger Garner, Commissioner

Brad Black
Brad Black, Commissioner

Fay Parker
Fay Parker, Commissioner

Joe Hackworth
Joe Hackworth, Commissioner

ATTEST:

Brenda Bryant
Brenda Bryant, County Administrator