

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 10th day of June, 2024.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

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

Award/Presentations: None

Public Comments on Agenda Items: Chris Smith, Lauderdale County Attorney asked to amend the agenda to add a Resolution to purchase equipment for the Lauderdale County Road Department. Commissioner Parker motioned, seconded by Commissioner Hackworth. With the vote being unanimous, Resolution number 8B was added to the meeting agenda.

Commissioner Parker moved, seconded by Commissioner Black that all items listed on the regular business agenda be approved for immediate consideration. There being no discussion, and upon a vote taken, motion was unanimously approved. Agenda is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker 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 Black moved, seconded by Commissioner Garner to agree with sponsoring Killen Founders Day 2024 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 Black moved, seconded by Commissioner Parker to approve Signing a Second Funding Bond Agreement with the Lauderdale County Agricultural Authority which will approve the execution and delivery of this signed agreement. A copy of the signed Second Funding Bond Agreement will be attached to the resolution in the meeting 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 approve adding nine full time employees to the Lauderdale County Road Department, and any budget amendment needed to add these new positions. The new jobs will be for Road Maintenance Technicians I, Grade 4 or Road Maintenance Technicians II, Grade 5. The job descriptions will be attached to the resolution in 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 Black moved, seconded by Commissioner Garner agreeing to enter into a contract with the City of Florence and Fitch & Associates, LLC for emergency Medical Services consulting to evaluate the current system, and provide recommendations that will help optimize Lauderdale County's current Emergency Management Agency system now and in the future. 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 approving signing Amendment #3 between Lauderdale County and Goodwin, Mills, & Cawood Inc. the architectural firm being used for the Workforce Development Center construction. Amendment #3 will be attached to the resolution in the meeting 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 Black moved, seconded by Commissioner Hackworth reappointing William Burke on the Lauderdale County Cemetery Rehabilitation Authority. This is a two-year term, and the new term will expire on June 30, 2026. 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 purchase a Soil Stabilizer for five hundred sixty-nine thousand eight hundred dollars for the Lauderdale County Road Department. This purchase will be funded from the Lauderdale County General Fund. The amount of this purchase was amended to the above amount due to a change in final pricing before the meeting began. 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 Hackworth seconded by Commissioner Parker. Commissioner Parker asked Tom Smith, Solid Waste Department about how the garbage trucks were holding up, and what plan is in place when they start breaking down. Tom explained a new truck has been ordered, and is due to arrive any day. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :
May 28, 2024 - June 9, 2024

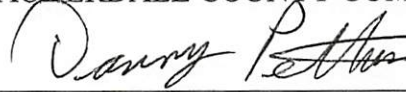
1	General-Special	61834-61877	506,266.20
2	Agri-Business Fund	4106-4108	358.46
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	N/A	0.00
5	LEPA Fund	9179-9184	4,546.88

6	Gasoline Tax Fund	18960-18970	266,837.11
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	756	37,367.72
11	Reappraisal Fund	12790-12796	28,801.51
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	N/A	0.00
14	RSVP Fund	18334-18342	4,936.48
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	Workforce Development Center Fund	1096-1099	78,295.50
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1030-1031	236,269.27
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9517-9528	189,249.15
25	Account Payable Fund	48626-48691	504,855.89
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	1249	379,231.47
28	Tobacco Tax Fund	3200	10,870.00
29	TVA Tax Fund	N/A	0.00
TOTAL			\$ 2,247,885.64

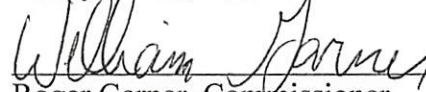
David Carson of Florence, Alabama wanted to discuss transparency within the Lauderdale County Commission. Mr. Carson continues to have a problem with how the meeting agenda is presented. Mr. Carson would also like all of the Commissioners to use their microphones during meetings. Commissioner Parker asked Mr. Carson if he is recording the meetings for his job, and Mr. Carson answered that he puts the videos on YouTube, and a Facebook page.

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

June 10, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Joe Hackworth
4. AWARDS AND PRESENTATIONS
5. 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—Killen Founders Day
4. Resolution—Lauderdale County Ag Authority Second Amendment Bond Agreement
5. Resolution—Road Department
6. Resolution—EMA
7. Resolution—Workforce Development Center Amendment #3
8. Board Appointment
9. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS—none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

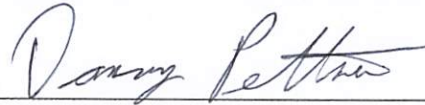
WHEREAS, the travel and tourism industry in Lauderdale County is vital to our economic stability and growth, contributing to employment, economic prosperity, international trade and relations, peace understanding and goodwill; and

WHEREAS, the Town of Killen has requested five thousand dollars for the 2024 Annual Founders Day event. This would help the Town of Killen pay for festivity expenses; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission hereby sponsors the Killen Annual Founders Day 2024 in the amount of five thousand dollars from the Tourism Fund and any budget amendment needed is hereby authorized and approved.

Done this the 10th day of June, 2024.

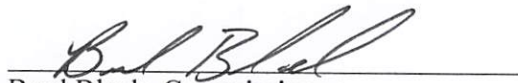
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

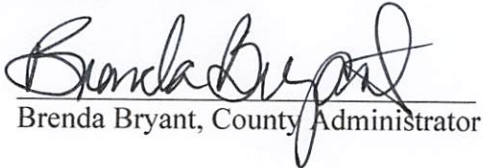


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the governing body of Lauderdale County, Alabama (the “County”) has previously entered into that certain Funding Agreement dated April 29, 2019 (the “Original Funding Agreement”), with the Lauderdale County Agriculture Center Authority (the “Authority”), a public corporation organized pursuant to Article 3 of Chapter 20 of Title 11 of the Code of Alabama, 1975, as amended, in connection with the issuance by the Authority of its \$39,195,000 original aggregate principal amount Special Tax Revenue Bonds, Series 2019, dated September 24, 2019;

WHEREAS, the County and Authority later executed and delivered a First Amendment to County Funding Agreement (the “First Amendment”) approved by the County on August 30, 2021, in connection with the issuance by the Authority of its \$12,880,000 original aggregate principal amount Special Tax Revenue Bonds (Federally Taxable), Series 2022, dated January 13, 2022;

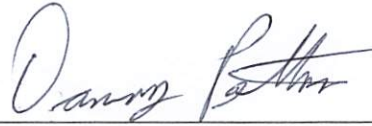
WHEREAS, the Authority has requested the County to enter into that certain Second Amendment to County Funding Agreement dated the date hereof or the date of delivery (the “Second Amendment”), which further amends the Original Funding Agreement and First Amendment, to memorialize the consent and approval of the County of the proposed issuance by the Authority of its \$37,500,000 maximum aggregate principal amount of Special Tax Revenue Bonds, Series 2024 (the “Series 2024 Bonds”) and the incurrence by the Authority of a subordinate loan from First Southern Bank in the maximum principal amount of \$8,500,000 (the “Subordinate Loan”);

NOW, THEREFORE, BE IT RESOLVED, by the governing body of Lauderdale County, Alabama, as follows:

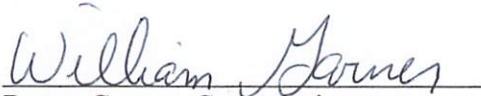
1. **Approval of Second Funding Agreement.** The governing body of the County hereby authorizes and approves the execution and delivery of that certain Second Amendment, a copy of which is attached hereto as Exhibit A, in substantially the form presented, and hereby authorizes and directs the Chairman to execute and deliver said instrument on behalf of the County. The County Administrator is hereby authorized to attest and/or certify the execution and delivery by the Chairman of the County Commission of said Second Amendment.
2. **Effective Date and Permanent Records.** The effective date of this resolution shall be the date hereof and the County Administrator is hereby directed to place a copy of this resolution in the permanent records of the County.

Adopted this 10th day of June, 2024.

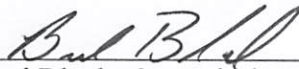
LAUDERDALE COUNTY COMMISSION



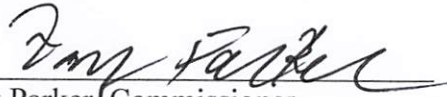
Danny Pettus, Chairman



Roger Garner, Commissioner

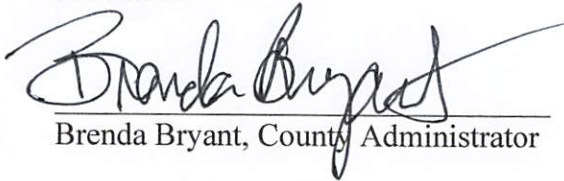


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

SECOND AMENDMENT TO FUNDING AGREEMENT

This SECOND AMENDMENT TO FUNDING AGREEMENT (the "Second Amendment to Funding Agreement"), is executed and delivered as of the ___ day of June, 2024, by and between LAUDERDALE COUNTY, ALABAMA (the "County") and THE LAUDERDALE COUNTY AGRICULTURE CENTER AUTHORITY (the "Authority").

R E C I T A L S:

WHEREAS, the County and the Authority executed and delivered that certain Funding Agreement dated September 24, 2019 (the "Original Funding Agreement") in connection with the Authority's issuance of its \$39,195,000 original aggregate principal amount Special Tax Revenue Bonds, Series 2019, dated September 4, 2019, currently outstanding in the aggregate principal amount of \$25,835,000 (the "Series 2019 Bonds");

WHEREAS, the County and the Authority later executed and delivered that certain First Amendment to Funding Agreement dated as of August 30, 2021 (the "First Amendment to Funding Agreement") in connection with the Authority's issuance of its \$12,880,000 original aggregate principal amount Special Tax Revenue Bonds (Federally Taxable), Series 2022, dated January 13, 2022, currently outstanding in the aggregate principal amount of \$12,710,000 (the "Series 2022 Bonds");

WHEREAS, to take advantage of additional revenues made available to the Authority pursuant to Act No. 2023-254 of the Alabama Legislature, the Authority plans to issue additional bonds (on a parity of lien with the Series 2022 Bonds and Series 2019 Bonds) in an aggregate principal amount of up to \$37,500,000 and referred to as Special Tax Revenue Bonds, Series 2024, dated the date thereof (the "Series 2024 Bonds") to finance a new multipurpose arena and adjacent stall barn and other improvements (the "New Improvements");

WHEREAS, it is contemplated that separate and apart from the Series 2024 Bonds, the Authority will also incur a subordinate loan with First Southern Bank or such other lender chosen by Authority in an amount up to \$8,500,000 (the "Subordinate Loan"), payable from the Pledged Project Revenues as defined in that certain Trust Indenture dated September 1, 2019 (the "Original Indenture"), as amended and supplemented by that certain First Supplemental and Amendatory Trust Indenture dated as of January 13, 2022 (the "First Supplemental Indenture") and that certain Second Supplemental and Amendatory Trust Indenture dated as of the date of delivery (the "Second Supplemental Indenture") between the Authority and Synovus Bank (the "Trustee") as successor to The Bank of New York Mellon Trust Company, N.A., to finance any remaining portion of the cost of the New Improvements which are not covered from proceeds of the Series 2019 Bonds, Series 2022 Bonds, and Series 2024 Bonds with the understanding that said Subordinate Loan will be subject to the prior pledge of the Pledged Project Revenues in favor of the Series 2019 Bonds, Series 2022 Bonds, Series 2024 Bonds and any Additional Bonds (as defined in the Original Indenture) hereafter issued;

WHEREAS, under the terms of the Original Funding Agreement, the Authority is required to obtain the consent of the County prior to the issuance of any debt which is payable from revenues received by the Authority from the County;

WHEREAS, prior to the proposed issuance of the Series 2024 Bonds and the incurrence of the Subordinate Loan, the Authority and County have executed and delivered this Second Amendment for the purposes of: (1) memorializing the County's consent to the issuance by the Authority of the Series 2024 Bonds which have a maturity date which extends approximately forty (40) years after their issuance; (2) memorializing the County's consent to the incurrence of the Subordinate Loan; and (3) memorializing that Alabama Act No. 2023-254 amended the allocable portion of the Authority's share of certain TVA PILOT revenues currently received by the County pursuant to Section 40-28-2(d) of the Code of Alabama 1975, as amended is now 70% and the prior allocable share of the amounts payable to the Authority by the County of said proceeds memorialized in the First Amendment to Funding Agreement (being one-third) is no longer applicable;

NOW, THEREFORE, THE UNDERSIGNED PARTIES, for consideration mutually had and received, hereby agree as follows:

1. Consent of County. The County hereby consents to the issuance of the Series 2024 Bonds and the Subordinate Loan by the Authority with the understanding that the maturity date thereof will be up to forty (40) years from the issuance date hereof.

2. Commitment of Certain TVA PILOT Payments to the Authority. The County and Authority acknowledge and agree that by virtue of the adoption of Alabama Act No. 2023-254 which pertains to various PILOT Revenues including certain additional TVA PILOT payments (the "ABC Payment Based PILOT Revenues") pursuant to Section 40-28-2(d) of the Code of Alabama 1975, as amended, the Authority is entitled to receive 70% of said amounts (rather than the one-third share previously memorialized in the First Amendment to Funding Agreement).

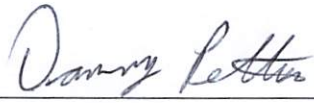
3. Term of Funding Agreement. Section 3(b) of the Funding Agreement is hereby amended to read as follows:

"(b) The term of this Funding Agreement shall be through the earlier of: (i) December 31, 2065; or (ii) the date on which the Series 2019 Bonds, the Series 2022 Bonds, the Series 2024 Bonds, and the Subordinate Loan have been paid in full (or if either of said series of obligations has been refunded by a new series of bonds, the date on which said refunding bonds have been paid in full). The term of this Funding Agreement may not be extended without the prior written consent of the County."

4. Reliance. The Funding Agreement, as amended by the First Amendment and Second Amendment, may be relied upon by Synovus Bank, as successor trustee to The Bank of New York Mellon Trust Company, N.A., or any future successor trustee thereto, as trustee for the Series 2019 Bonds, Series 2022 Bonds, Series 2024 Bonds, First Southern Bank so long as it is the holder and owner of the Subordinate Loan, Maynard Nexsen PC, as bond counsel to the Authority, and The Frazer Lanier Company, Incorporated, or any successor thereto, as underwriter for the Series 2024 Bonds. All of the provisions of Section 4 of the Funding Agreement regarding reliance upon by third party beneficiaries shall remain in full force and effect and are hereby ratified and approved, as supplemented and superceded by this Second Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment as of the date first written above under corporate seal.

LAUDERDALE COUNTY, ALABAMA

By: 

Its Chairman of County Commission

LAUDERDALE COUNTY
AGRICULTURE CENTER AUTHORITY

By: 

Its Chairman

STATE OF ALABAMA §

LAUDERDALE COUNTY §

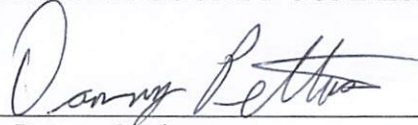
RESOLUTION

WHEREAS, the Lauderdale County Commission has determined that nine full time positions be added to the Lauderdale County Road Department. These jobs will be Road Maintenance Technician I, Grade 4 or Road Maintenance Technician II, Grade 5; and

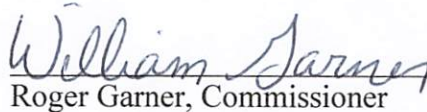
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to approve these new Lauderdale County Road Department positions, and any budget amendment needed. A copy of these job descriptions are attached and made a part of this resolution.

Done this the 10th day of June, 2024.

LAUDERDALE COUNTY COMMISSION



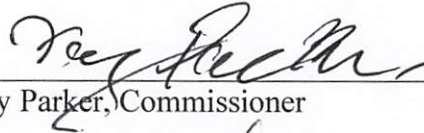
Danny Pettus, Chairman



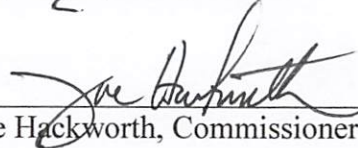
Roger Garner, Commissioner



Brad Black, Commissioner

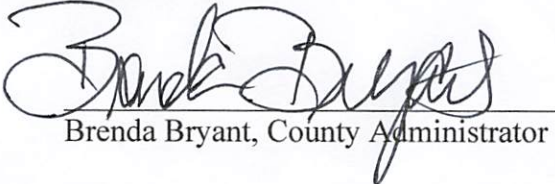


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY

JOB DESCRIPTION

Title: Road Maintenance Technician I

Dept.: Road

Job Analysis conducted: October 2024

Grade 4

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationship

Reports to:	Superintendent; Crew Leader
Subordinate staff:	None
Other internal contacts:	Laborers; Equipment Operators; Shop Mechanics
External contacts:	General Public

Job Summary

Operates primarily light road equipment such as trucks and tractors with appropriate implements. May operate some medium and/or heavy equipment to perform semiskilled work. Performs manual labor as required. Receives specific and detailed instructions from supervisor. Performs work under established procedures and under inspection while in progress and upon completion.

Job Domains

A. Equipment Operator

1. Drives tractor with large mower to perform various road maintenance tasks to and from job sites.
2. Drives pickup on light hauls.
3. May operate some heavy and/or specialized equipment such as asphalt roller, bulldozer, sweeper truck, backhoe, scraper, bush hog, or tractor trailer to perform semiskilled work under the direction and guidance of Foreman or high skill level operator.

B. Equipment Maintenance

1. Performs safety and maintenance inspection of assigned equipment prior to operating equipment; checks oil, fluid levels and tire pressure.
2. Monitors gauges and other indicators continuously for nonstandard conditions while equipment is operating.
3. Performs light maintenance and servicing in connection with equipment operated; notifies supervisor of mechanical or safety problems.
4. May assist service personnel in changing oil, transmission fluid and filters when required.
5. May assist maintenance personnel in performing needed repairs.
6. May drive or assist on sign crew.

C. Manual Labor

1. Uses chain saw to cut trees, bushes and clear brush on right-of-ways.
2. Clears beaver dams and other debris out of bridge culverts.
3. Patches pot holes.
4. Assists in building bridges.
5. Assists in grading ditches and laying pipes.
6. Uses axes, bush blade, post hole digger, seed spreader, etc. to complete assigned tasks.
7. Loads and unloads trucks of dirt, construction materials and supplies.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Reading skills to understand operator manuals.
3. Listening skills to follow verbal instructions and counsel with crew members.
4. Skills in the operation, maintenance, and safe use of trucks and light tractors.
5. Knowledge of traffic regulations.
6. Defensive driving skills.
7. *Knowledge of safety rules, including accident causation and prevention.
8. *Knowledge of first-aid procedures.
9. * Knowledge of county and department policies and procedures.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition; corrective lens acceptable.

2. Hear well enough to talk on telephone/hear speaker 20 feet away; hearing aid acceptable.
3. Speak clearly enough to address groups of 2 or 3 people.
4. Use of hands and fingers to perform manual work.
5. Strength to lift 50-100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body mobility to climb on top of and crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies.
2. Willing to wear appropriate safety attire.

LAUDERDALE COUNTY

JOB DESCRIPTION

Title: Road Maintenance Technician II

Dept.: Road

Job Analysis conducted: October 2024

Grade 5

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all inclusive. The employee may be assigned other duties that are not specifically included.

Relationship

Reports to:	Superintendent; Crew Leader
Subordinate staff:	None
Other internal contacts:	Laborers: Equipment Operators; Shop Mechanics
External contacts:	General Public

Job Summary

Operates primarily light road equipment such as trucks, light dump trucks and tractors with appropriate implements. May operate some medium and/or heavy equipment to perform semiskilled work. Performs manual labor as required. Receives specific and detailed instructions from supervisor. Performs work under established procedures and under inspection while in progress and upon completion.

Job Domains

A. Equipment Operator

1. Drives dump truck hauling dirt, sand, gravel, lumber, asphalt, trash and other materials to or from places of work.
2. Drives tractor with large mower to perform various road maintenance tasks to and from job sites.
3. Drives pickup on light hauls.
4. May operate some heavy and/or specialized equipment such as asphalt roller, bulldozer,

sweeper truck, backhoe, scraper, bush hog, or tractor trailer to perform semiskilled work under the direction and guidance of Foreman or high skill level operator.

B. Equipment Maintenance

1. Performs safety and maintenance inspection of assigned equipment prior to operating equipment; checks oil, fluid levels and tire pressure.
2. Monitors gauges and other indicators continuously for nonstandard conditions while equipment is operating.
3. Performs light maintenance and servicing in connection with equipment operated; notifies supervisor of mechanical or safety problems.
4. May assist service personnel in changing oil, transmission fluid and filters when required.
5. May assist maintenance personnel in performing needed repairs.
6. May drive or assist on sign crew.

C. Manual Labor

1. Uses chain saw to cut trees, bushes and clear brush on right-of-ways.
2. Clears beaver dams and other debris out of bridge culverts.
3. Patches pot holes.
4. Assists in building bridges.
5. Assists in grading ditches and laying pipes.
6. Uses axes, bush blade, post hole digger, seed spreader, etc. to complete assigned tasks.
7. Loads and unloads trucks of dirt, construction materials and supplies.

Knowledge, Skills and Abilities

(Any item with an asterisk will be taught on the job)

1. Verbal skills to communicate information to supervisors and coworkers.
2. Reading skills to understand operator manuals.
3. Listening skills to follow verbal instructions and counsel with crew members.
4. Skills in the operation, maintenance, and safe use of trucks and light tractors.
5. Knowledge of traffic regulations.
6. Defensive driving skills.
7. *Knowledge of safety rules, including accident causation and prevention.
8. *Knowledge of first-aid procedures.
9. * Knowledge of county and department policies and procedures.

Physical Characteristics

1. See well enough to read regular print and numbers without error or transposition; corrective lens acceptable.

2. Hear well enough to talk on telephone/hear speaker 20 feet away; hearing aid acceptable.
3. Speak clearly enough to address groups of 2 or 3 people.
4. Use of hands and fingers to perform manual work.
5. Strength to lift 50-100 pounds.
6. Physical dexterity sufficient to operate levers, gears, etc.
7. Body mobility to climb on top of and crawl under various types of equipment.

Other Characteristics

1. Willing to work overtime and weekends in emergencies.
2. Possess a valid Alabama Commercial Driver's License.
3. Willing to wear appropriate safety attire.

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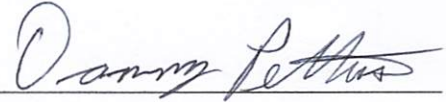
RESOLUTION

WHEREAS, the Lauderdale County Commission and the City of Florence wish to enter into a contract with Fitch & Associates, LLC for Emergency Medical Services consulting. These consulting services are to evaluate the current system, and provide recommendations that will help optimize and sustain the Lauderdale County Emergency Management Agency system now and in the future; and

NOW THEREFORE BE IT RESOLVED AS FOLLOWS: the Lauderdale County Commission approves signing a contract for Emergency Medical Services consulting with the City of Florence and Fitch & Associates, LLC, and any budget amendment needed.

Done this the 10th day of June, 2024.

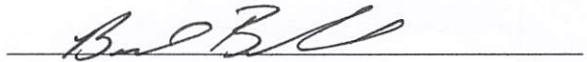
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



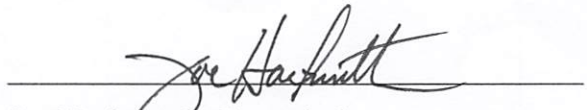
Roger Garner, Commissioner



Brad Black, Commissioner

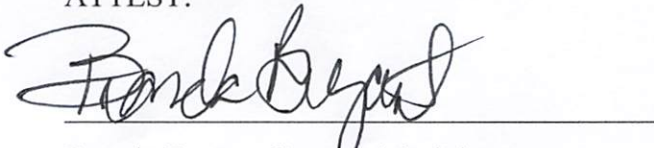


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS PROFESSIONAL CONSULTING SERVICES AGREEMENT, (“**Agreement**”) is made and entered into as of 8 May 2024, the (“**Effective Date**”) by and among **FITCH & ASSOCIATES, LLC** (“**Consultant**”), and **CITY OF FLORENCE, ALABAMA**, a municipal corporation, and **LAUDERDALE COUNTY, ALABAMA** (referred to herein collectively as the “**Client**”).

1. **Retention of Consultant.** Client wishes to benefit from Consultant’s industry expertise and knowledge in the area of Emergency Medical Services. Therefore, on the terms and conditions set forth in this Agreement, Client engages Consultant to perform the consulting services described below, and Consultant accepts such retention by Client. Consultant warrants that it has no non-compete or other agreement, arrangement, or conflict of interest that prevents or would prevent Consultant from carrying out and performing the Services (as defined below) under this Agreement.
2. **Services.** Consultant shall provide to Client the services described in **Exhibit A** (the “**Services**”). Such Services shall be performed in accordance with: (i) applicable laws, rules and regulations; (ii) generally accepted industry standards; (iii) applicable rules, regulations, policies and standards of Client as provided by Client to Consultant. Client agrees and acknowledges that Consultant is not performing Services for Client on an exclusive or full-time basis.
3. **Qualifications.** Consultant shall have and maintain during the term of this Agreement all licenses, permits, certifications, registrations, accreditations and approvals as are required by applicable law for Consultant to provide the Services to Client, and shall promptly notify Client of the loss, suspension, or material restriction of any of the foregoing.
4. **Compensation.** Client shall compensate Consultant for performing the Services outlined in **Exhibit A** in the manner as described in **Exhibit B**. Upon request by Client, Consultant shall submit documentation to Client, describing in detail Consultant’s activities in performing the Services. Compensation for Services shall be made payable to Consultant and sent to the address sent forth in **Exhibit B**. Undisputed invoices are to be paid within thirty (30) days of receipt by Client.
5. **Term.** This Agreement shall commence on the Effective Date and shall continue until completion of the Services as outlined in Exhibit A, unless terminated earlier or extended as provided in this Agreement.
6. **Termination of Agreement** This Agreement may be terminated prior to completion of the Services, as follows:
 - (a) Client shall have the right to immediately terminate this Agreement if Consultant:
 - (i) attempts to assign or otherwise transfer this Agreement without Client prior written consent; or (ii) materially breach(es) of Section 10 of this Agreement, to the extent Section 10 is applicable to this Agreement;
 - (b) If Consultant breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of Client written notice of the breach, Client may terminate this Agreement, provided that Client shall be responsible for payment of any undisputed and completed Services

incurred by Consultant prior to the termination date;

- (c) If Client breaches any term of this Agreement, and fails to cure such breach within ten (10) business days following receipt of Consultant's written notice of the breach, Consultant may terminate this Agreement and Consultant shall be entitled to recover payment of any undisputed and completed Services incurred by Consultant prior to the termination date; and
- (d) Client shall be entitled to terminate this Agreement at any time without cause upon thirty (30) calendar days' advance written notice to Consultant. In the event Client determines not to proceed with this Agreement during its term, the Consultant may retain all installment sums previously paid by Client and also bill Client for any non-cancellable expenses incurred and for work actually performed prior to the notice of termination but not yet paid by Client at an hourly rate of \$350 USD.

Upon the termination of this Agreement, the parties shall have no further rights or obligations under this Agreement, except as otherwise provided for in this Agreement, including, without limitation, under Sections 8-12, and except to the extent accruing prior to the effective date of such termination.

7. **Insurance.** Throughout the term of this Agreement, Consultant agrees to carry and maintain, at its expense and in connection with this Agreement, such insurance coverage as is customary in Consultant's line of business. At a minimum, such insurance coverage shall include each of the following coverages:

- (a) Professional liability insurance, providing coverage of at least \$1,000,000 per claim and at least \$3,000,000 in the aggregate. Both the claim and annual aggregate limits shall be separately applicable to Consultant and each of the licensed professionals providing Services on its behalf under this Agreement.
- (b) Commercial general liability insurance, providing blanket contractual coverage with combined single limit, bodily injury, and property damage liability of at least \$1,000,000 per claim and at least \$3,000,000 in the annual aggregate.
- (c) Workers' Compensation, providing statutory limits and any other elements of protection required by applicable law, with a waiver of subrogation against Client and its affiliates.
- (d) Employer's Liability, providing coverage of at least \$1,000,000 per claim.
- (e) Such other coverages and limits as may be mutually agreed upon by Consultant and Client from time to time based on the nature of Services provided under this Agreement.

Except for Workers' Compensation and Employer's Liability insurance, each of the required coverages shall be provided by means of a policy or policies of insurance and name Client as an additional insured under each policy. Consultant shall not cancel, limit, or reduce any such coverages in any way without 30 calendar days' prior written notice to Client. Upon request, current certificates of insurance evidencing the required coverages shall

- be given to Client. The provisions in this Section shall survive termination of this Agreement in accordance with the terms of such insurance coverage.
8. **Indemnification.** Each party (“**Indemnifying Party**”) assumes responsibility and liability for the actions of itself, its employees, and its agents. Each party agrees to cooperate with the other, to the extent applicable under the circumstances, in the investigation and/or settlement of any loss or damage or alleged loss or damage arising out of this Agreement. The provisions in this Section shall survive termination of this Agreement.
 9. **Nondisclosure of Confidential Information.** Client and Consultant acknowledge that, in the course of the performance of this Agreement, they will have access to information or communications, including proprietary information claimed to be unique, secret, or confidential, and which constitutes the exclusive property or trade secrets of the other party, and not made generally public (the “**Confidential Information**”). Client and Consultant agree to maintain the confidentiality of the Confidential Information and to use the Confidential Information only to the extent necessary for legitimate business uses in connection with this Agreement. Client and Consultant will use commercially reasonable efforts and take all reasonable precautions to protect the Confidential Information. Client and Consultant agree to hold in strict confidence all Confidential Information related to this Agreement in order to ensure such Confidential Information is not disclosed to any third persons other than Qualified Third Parties (as defined below), unless required to do so by law, without the prior written consent of the other party. For purposes of this Section, “**Qualified Third Parties**” shall include those advisors, attorneys, accountants, consultants and/or other representatives as necessary to enforce its rights and perform its agreements and obligations under this Agreement. While Qualified Third Parties may receive information without the prior written consent of Client or Consultant, all such Qualified Third Parties shall be informed that the shared information is confidential and should be treated as such by them consistent with the terms of this Agreement. Upon the disclosing party’s request or the termination or expiration of this Agreement, the receiving party shall either return or destroy the Confidential Information then in its possession. Notwithstanding the foregoing to the contrary, the receiving party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and shall not be obligated to purge extra copies of Confidential Information from electronic media used solely for data backup purposes; provided, however, such retention shall subject to the terms and conditions of this Agreement and the receiving party shall continue to be bound by its obligations of confidentiality and other obligations hereunder for as long as that Confidential Information is retained. The term “**Confidential Information**” shall not include any information that (i) becomes generally available to the public other than as a result of a disclosure by the receiving party, its affiliate representatives, directors, officers, employees or agents, (ii) was in the possession of the receiving party on a non-confidential basis prior to its disclosure to the receiving party by the disclosing party or (iii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that is entitled to make the disclosure to the receiving party without violation of any obligation of confidentiality to the disclosing party or any other party. The provisions of this Section shall be binding on the parties and shall survive the termination of this Agreement.
 10. **Ownership of Deliverables.** All documents, materials, and information which are prepared by the Consultant specifically and exclusively for Client in the performance of the Services under this Agreement (“**Deliverable**”) upon full and final payment to Consultant hereunder, shall become the property of Client and, unless previously delivered to Client, shall be delivered to Client upon termination of this Agreement if Client so requests. Unless Consultant provides its prior written consent, Client shall not use or disclose to any third party, except its attorneys, accountants, or financial advisors with a need to know, any Services, Deliverables

or Consultant Information other than (a) as mutually contemplated when Consultant first was retained to provide the Services, and Consultant shall have no liability with respect to, modifications made by Client or its representatives to the Deliverables.

11. **Patient Information.** The parties do not anticipate that Consultant will need or be given access to any protected health information, as that term is defined by the Health Insurance and Portability and Accountability Act of 1996 (“HIPAA”), under this Agreement. Provided, however, to the extent that Consultant needs or is given access to any protected health information of Client to provide Services, Consultant agrees that it will enter into Client standard business associate agreement or addendum prior to such access and prior to any resulting use or disclosure.
12. **Remedies.** Consultant acknowledges that Client remedy at law for any breach by Consultant of his obligations under Sections 9 or 10 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 and/or 10, as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Client rights and remedies afforded by law, and Client shall retain the right to recover such damages as Client may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

Client acknowledges that Consultant’s remedy at law for any breach by Client of its obligations under Sections 9 of this Agreement would likely be inadequate, and further acknowledges that, notwithstanding any other provision of this Agreement, temporary and permanent injunctive relief may be sought from any appropriate tribunals or courts and granted in any court or other tribunal proceeding to enforce Sections 9 as applicable, without the necessity of proof of actual damage. However, this Section shall in no way affect Consultant’s rights and remedies afforded by law, and Consultant shall retain the right to recover such damages as Consultant may have sustained by reason of any breach of this Agreement. The provisions in this Section shall survive termination of this Agreement.

13. **Work Product Generated by Consultant During Provision of Services.** Consultant shall prepare all deliverables set forth in Exhibit A, as its deliverables in providing the Services pursuant to this Agreement (the “Deliverables”). Consultant represents and warrants that all work produced in the Deliverables will be original and will not infringe on any intellectual property rights of any third party. The parties acknowledge that the Deliverables are the exclusive property of Client, except to the extent that such records include information which is publicly available (unless publicly available through a breach of this Agreement by Consultant), and subject to the rights of Consultant as described below.
14. **Pre-Existing Works.** Each party acknowledges that the other party (the “Owner”) owns all of its pre-existing works, as well as all notes, work papers and other internal documents which are developed by the Owner independently of this Agreement and the Services and without use of the other party’s Confidential Information and which are not otherwise public records (collectively, the “IP”). Each party further acknowledges that the Owner may own the copyright in such IP. A non-owning party may not use, nor allow any of its agents or employees to use, such IP in any manner, other than in connection with this Agreement, unless such use is expressly consented to in writing, in advance, by the Owner, except as set forth in this section. Notwithstanding the foregoing, Consultant hereby grants to Client, and Client hereby accepts, a non-exclusive worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to freely use any of Consultant’s IP contained in the Deliverables or

reasonably necessary for the use of the Deliverables as intended, for Client internal business purposes. Such license shall be transferable in connection with a sale, merger, transfer or acquisition of all or part of Client business to which this Agreement relates. In no event will Client sell, publish for compensation, or distribute for compensation any Deliverable developed by Consultant.

Notwithstanding the foregoing, the parties acknowledge and agree that the Owner shall have and retain its rights and interest in all of its Knowledge Capital. The term "**Knowledge Capital**" shall mean the Owner's ideas, know-how, approaches, methodologies, concepts, system, skills, tools, techniques, expressions and processes, including any intellectual property rights associated therewith. This Agreement does not preclude the Owner from developing, marketing or using, for itself or others, any services, products or other items that are the same as or similar to those provided by the Owner under this Agreement.

15. **Independent Contractor Status.** Consultant is performing the Services and duties required of Consultant pursuant to this Agreement as an independent contractor and not as an employee, partner of or joint venture with Client. Consultant shall not have authority to bind or obligate Client any manner. Client shall neither have nor exercise any control over the methods by which Consultant accomplishes the performance of the Services. The sole interest of Client is to assure that the Services are provided in a competent, efficient, and satisfactory manner. Consultant shall be solely responsible for the payment or withholding of all income taxes, Social Security taxes, unemployment taxes, and any other similar taxes imposed by any jurisdiction, workers' compensation and other insurance required by law arising from Consultant's compensation under this Agreement.
16. **Dispute Resolution.** Consultant and Client shall in good faith attempt to resolve any controversy, dispute or disagreement arising out of or relating to this Agreement by web-based application negotiations by the Executive Directors of Consultant and Client, or their respective designees.
17. **Non-Exclusion/Conviction.** Consultant represents and warrants to Client that neither it, any of its affiliates nor any person providing Services under this Agreement: (a) is excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) has been recently convicted (as that term is defined under 42 U.S.C. §1320a-(7)(i)) of a criminal offense related to health care. Consultant further represents and warrants that it has not arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide Services. Consultant represents and warrants to Client that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such Consultant or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide Services.
18. **Assignment; Benefit.** Consultant shall not assign nor subcontract (except as provided herein) any portion of its obligations under this Agreement without the prior written consent of Client and any such assignment shall be null and void. Client shall be permitted to assign this Agreement to any of its affiliates. Otherwise, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors, assigns, executors, representatives and heirs.
19. **Enforceability of Remainder of Agreement.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, then that term, provision, covenant or condition shall be reformed or rescinded as ordered by the court. However, the remainder of this Agreement shall remain in full force and effect.

20. **Notice.** All notices, demands or other writings shall be deemed sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, or delivered to an overnight mail service, call-back requested, addressed to the party to whom it is given at the addresses set forth below or such other persons or addressees or numbers as shall be given by notice of any party:

If to Client:

Florence-Lauderdale, AL
110 W. College Street, City Hall; Room B25
Florence, AL 35630
Attn: Brad Holmes, Director Florence-Lauderdale County EMA

If to Consultant:

Fitch & Associates, LLC
2901 Williamsburg Terrace #G
Box 170
Platte City, MO 64079
Attn: President

-and-

Sandberg Phoenix P.C.
4600 Madison Avenue, Suite 1000
Kansas City, MO 64112
Attn: Victoria R. (Vicki) Westerhaus

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. This Agreement, including its exhibits, all of which are incorporated herein by reference, constitutes the entire understanding between the parties concerning this subject matter and supersedes any and all previous agreements between the parties on this subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement.

This Agreement may be amended or modified by a written instrument executed by Client and Consultant.

The failure by Client or Consultant to exercise any right shall not be deemed a waiver of any right. The captions of the various sections of the Agreement are not a part of its context and are inserted merely for convenience in locating the different provisions and shall be ignored in construing this Agreement.

(signature page to follow)

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the Effective Date.

FITCH & ASSOCIATES, LLC

By: Roxanne Peek
Roxanne Peek, President

**CITY OF FLORENCE,
ALABAMA**

By: Andrew Betterton
Name: Andrew Betterton
Title: Mayor

LAUDERDALE COUNTY, ALABAMA

By: Danny Pettus
Name: Danny Pettus
Title: Chairman

EXHIBIT A

Services

Services to be provided are outlined in attached consulting services proposal, referred to as Florence/Lauderdale, AL, dated 16 April 2024.

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission approves amendment number three for the Workforce Development Center project between the County Commission and the architectural firm, Goodwyn, Mills & Cawood, Inc. dated on May 20, 2024; and

WHEREAS, the original agreement dated April 16, 2021 for services in connection with the project known as: Lauderdale County Workforce Development Center was executed on or about April 16, 2021; and

WHEREAS, Amendment #1 dated November 3, 2021 was executed on or about November 3, 2021; and

WHEREAS, Amendment #2 dated October 23, 2023 was executed on or about October 23, 2023; and

WHEREAS, the Owner has decided to construct an addition to the current building; and

WHEREAS, the project has bid and been awarded in the amount of twenty-five million six hundred sixty-seven thousand seven hundred dollars with a completion date of April 30, 2025 with Owner move in scheduled for May and June 2025

NOW THEREFORE, this Amendment #3 adopts the following, and amends all previous Agreements and Amendments between the parties, as follows:

The Basic Services will be in accordance with the terms and conditions of the Standard Form of Agreement Between Owner and Designer dated April 16, 2021 and Amendment #1 dated November 3, 2021 and Amendment #2 dated October 23, 2023; but with the exception of the following changes, which will modify, supersede, amend and control:

1. The following item listed below represent additional services requested by Lauderdale County Commission for the Workforce Development Center:

- A. Requests for additional Architectural and Engineering Services pertaining to an 80' addition to the east of turbine lab at the Lauderdale County Workforce Development Center and the associated site changes. The estimated cost of the work used to calculate the additional fee is three million seven hundred sixty-five thousand dollars at 6.5% based on the DCM fee schedule. This additional fee will be reconciled with the actual cost of the work approved by the Lauderdale County Commission and the final fee shall be adjusted accordingly in the future amendment.

Item #1 Design Fee: \$195,780.00

Item #1 Construction Administration Fee: \$48,945.00

Item #2 Fee Increase: \$244,725.00

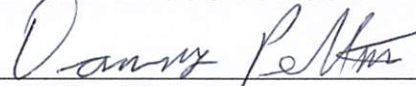
Revised Contract Amount: \$1,374,419.00

BE IT RESOLVED that the Lauderdale County Commission approves the attached contract for amendment number three; and

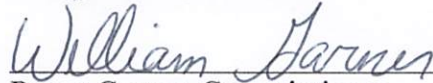
BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 10^h day of June, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

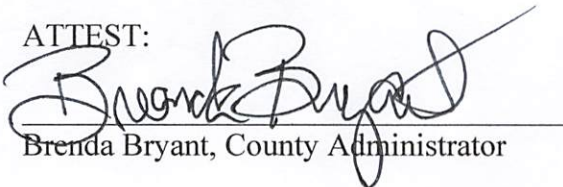


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

Date: May 20, 2024

AMENDMENT No. 3

to

Standard Form of Agreement Between

OWNER AND DESIGNER

For services in connection with the Project known as: **Lauderdale County Work Development Center, dated April 16, 2021** by and between **The Owner: Lauderdale County Commission, a Body Corporate** and the **Designer: Goodwyn, Mills & Cawood, Inc.**

WHEREAS, the original Agreement dated April 16, 2021 for services in connection with the Project known as: **Lauderdale County Work Development Center** was executed on or about April 16, 2021 And

WHEREAS, Amendment #1 dated November 3, 2021 was executed on or about November 3, 2021 And

WHEREAS, Amendment #2 dated October 23, 2023 was executed on or about October 23, 2023 And

Whereas, the Owner has decided to construct an addition to the current building And

Whereas, the project has bid and been awarded in the amount of \$25,667,700 with a completion date of April 30, 2025 with Owner move in scheduled for May and June 2025.

NOW THEREFORE this Amendment #3 adopts the following, and amends all previous Agreements and Amendments between the parties, as follows:

The Basic Services will be in accordance with the terms and conditions of The Standard Form of Agreement Between Owner and Designer dated April 16, 2021 and Amendment #1 dated November 3, 2021 and Amendment #2 dated October 23, 2023; but with the exception of the following changes, which will modify, supersede, amend and control:

1. The following item listed below represent additional services requested by Lauderdale County Commission for the Workforce Development Center:
 - A. Requests for Additional Architectural and Engineering Services pertaining to an 80' addition to the east of turbine lab at the Lauderdale County Workforce Development Center and the associated site changes. The estimated cost of the work used to calculate the additional fee is \$3,765,000 at 6.5% based on the DCM Fee Schedule. This additional fee will be reconciled with the actual cost of the work approved by the Lauderdale County Commission and the final fee shall be adjusted accordingly in a future amendment.

Item #1 Design Fee: \$195,780.00

Item #1 Construction Administration Fee: \$48,945.00

Total Amendment #2 Fee Increase: \$244,725.00

Revised Contract Amount: \$1,374,419.00

The Owner and Designer agree to the terms of this Amendment as contained herein.

CONTRACTING PARTIES

Goodwyn, Mills & Cawood, Inc.

Designer

By: 

Gary L. Owen, Jr., Regional Vice President

Lauderdale County Commission

Owner

By: 

Danny Pettus, Chairman Lauderdale County

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Road Department would like to purchase a Wirtgen WR 200 XLi Soil Stabilizer for ~~five hundred sixty-six thousand, two hundred seventy-two~~ ^{\$569,800.00} dollars. This is a Sourcewell contract, and will be purchased through Tractor and Equipment Company; and

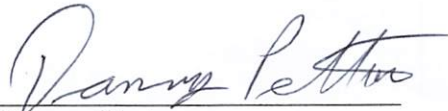
WHEREAS, this purchase will not be from the Lauderdale County Road Department budget, but instead be purchased from the Lauderdale County General Fund; and ^{\$569,800.00}

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the purchase of the Wirtgen WR 200 XLi Soil Stabilizer for ~~five hundred sixty-six thousand, two hundred seventy-two dollars~~ for the Lauderdale County Road Department, and

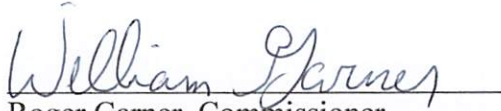
BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 10th day of June, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



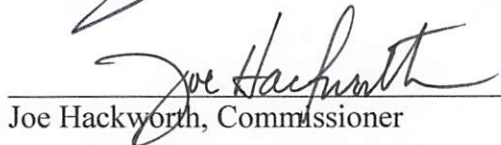
Roger Garner, Commissioner



Brad Black, Commissioner

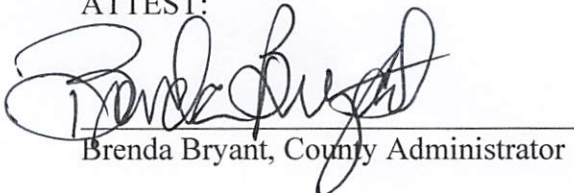


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator