

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 26th day of August, 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: Chairman, Danny Pettus presented Commissioner, Faye Parker with a keepsake token of appreciation from the ACCA Convention for sixteen years of service to Lauderdale County.

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 Garner that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion, and upon vote taken, motion was unanimously approved.

Commissioner Black moved, seconded by Commissioner Parker to approve designating the Tennessee Valley Juvenile Detention Center as the facility to receive payment, and authorizing Chairman, Danny Pettus to execute the contract with the Alabama Department of Youth Services. 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 agree to sign the Harris Local Government Maintenance Agreement, and approve any budget amendment needed for this 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 Hackworth moved, seconded by Commissioner Black to pass the County Transportation Plan showing how gas tax revenue will be spent in Fiscal Year 2025. 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 a budget amendment for EMA to pay for prior year amounts of Administrative Phone Systems for support services, maintenance, and Flex IP service charges to the Lauderdale County 911. 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 approving a budget amendment for the Sheriff Department to purchase fifty Flex Licenses for computer aided dispatch from the Lauderdale County 911 for fifty-eight thousand two hundred five dollars and eighty-seven 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.

Commissioner Garner moved, seconded by Commissioner Black agreeing to amend the Reappraisal Department Budget for Fiscal Year 2023-2024. This signed, detailed Budget Revision Request 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 to approve closing the current Reappraisal fund accounts at Bank Independent, and move those funds to public funds now account, which will both earn interest and allow unlimited checks to be issued. 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 Garner to approve extending a list of Bid Contracts from Fiscal Year 2024 to Fiscal Year 2025. 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 agreeing to amend the Volunteer Fire Department's budget to purchase a National Fire Incident Reporting System computer program. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to continue partnering with Diversified Computer Services. The signed contract will be attached to these minutes, and any budget amendment needed will be approved. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Bid LA 2024-8 "Disposal of Solid Waste" were opened on Thursday, August 15th, 2024. Chairman Danny Pettus referred to Tom Smith from Lauderdale County Solid Waste for his recommendation. Mr. Smith recommended Republic because they were closest and more cost efficient due to the distance of the other bidders. Commissioner Garner commented that there was a lower bid, but the overall cost will be less for the County with Republic. Commissioner Parker moved, seconded by Commissioner Hackworth to approve the bid recommendation. Upon a vote taken, motion was unanimously approved. Motion is herein recorded and made a part of these minutes.

Bid LA 2024-7 "Courthouse 3rd Floor Renovation" were opened on Tuesday, August 20th, 2024. Chairman Danny Pettus referred to County Administrator, Brenda Bryant for her recommendation. Ms. Bryant recommended H&N Construction Inc., with a bid amount, eight hundred eighty-six thousand three hundred dollars. Commissioner Hackworth stated that H&N Construction Inc. is an outstanding company that the County has used in the past. Commissioner Black moved, seconded by Commissioner Parker to approve the bid recommendation. There being no discussion, and upon a vote taken, motion was unanimously approved. Motion 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 Parker seconded by Commissioner Black. Ther 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:
August 12, 2024 - August 25, 2024**

1	General-Special	62147-62196	1,212,711.52
		Voided Ck#62163	
2	Agri-Business Fund	4126-4128	830.44
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1008	795.00
5	LEPA Fund	9222-9228	4,535.41
6	Gasoline Tax Fund	19031-19043	330,204.48
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	391	54,375.00
10	RRR Gasoline Tax Fund	760	1,927.64
11	Reappraisal Fund	12847-12857	35,491.16
12	Reappraisal Money Market	N/A	0.00
13	Tourism, Rec. & Convention Fund	636-637	22,400.00
14	RSVP Fund	18387-18393	2,053.28
15	Child Protection Fund	1291	1,563.31
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	1109	9,835.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1038-1039	1,465,817.15
22	Coronavirus Rescue Act Fund	N/A	0.00
23	CDBG Fund	N/A	0.00

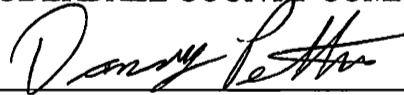
24	Solid Waste Fund	9601-9614	605,517.14
25	Account Payable Fund	48965-49016	457,185.30
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	N/A	0.00
28	Tobacco Tax Fund	N/A	0.00
29	TVA Tax Fund	N/A	0.00
TOTAL			\$ 4,205,241.83

Eileen Nunnelly, who is on the Caringplace Board over Volunteer fundraising from Muscle Shoals, Alabama spoke to the Lauderdale County Commissioners. Ms. Nunnelly told them what the hours of operation are, and suggested they visit the facility. Ms. Nunnelly also talked about the Montessori activities the volunteers do with the people that stay at the Caringplace. She asked the Commissioners for \$10,000 in funding for Fiscal Year 2025 instead of the \$5,000 appropriation that is usually awarded.

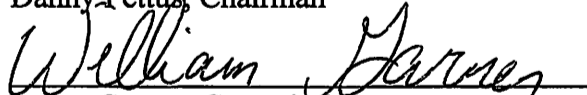
Dexter Warren from Killen, Alabama spoke to the Lauderdale County Commissioners again about wanting to vacate his property from the County. He stated that he has had problems with people stealing and tearing up items on a dirt road that is on his property, and he would like to take care of the dirt road himself. He asked the County Commission to remove the County Road 597 sign. Mr. Warren said he understood that it was vacated over eighteen years ago. Chairman Pettus commented that the Road Department has this road listed as a Lauderdale County Road, and Mr. Warren continued telling Chairman Pettus that it is a private road. Eric Hill, Lauderdale County Engineer stated that the road has been a county road since 1981. Mr. Warren said that the school bus won't even go down the road. Mr. Hill said there are two other property owners who want access to the road. Brenda Bryant, County Administrator said the County Attorney, Chris Smith had said at the previous meeting that Mr. Warren has to get an attorney to vacate legally.

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

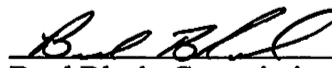
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



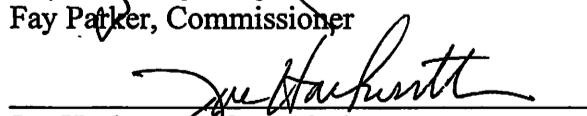
Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION

REGULAR MEETING AGENDA

August 26, 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

B. REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Alabama Department of Youth Services**
The Lauderdale County Commission designates the Tennessee Valley Juvenile Detention Center as the facility to receive payment and authorizes the Commission Chairman to execute the contract with the Alabama Department of Youth Services.
4. **Resolution—Harris Local Government Agreement**
The Lauderdale County Commission will be signing an agreement with Harris Local Government, S&W Mini Computers Inc. for software and equipment maintenance services.
5. **Resolution—Rebuild AL County Transportation Plan for FY 2025**
The Lauderdale County Commission is required to pass a County Transportation Plan each year showing how gas tax revenue will be expended.
6. **Resolution—EMA Budget Amendment**
A budget amendment for Lauderdale County EMA will be voted on.
7. **Resolution—Sheriff Department Budget Amendment**
This Budget Amendment is for the Sheriff's Department to purchase 50 flex licenses for computer aided dispatch from Lauderdale County 911.

8. **Resolution—Reappraisal Budget Revision Request**
The Reappraisal Budget for Fiscal Year 2023-2024 will be amended.
9. **Resolution—Reappraisal Fund Accounts**
A request has been made to move the current Reappraisal fund accounts to a public funds now account.
10. **Resolution—Road Department Renewal of Bid Contracts**
The Road Department has requested a list of Bid Contracts from Fiscal Year 2024 be extended for Fiscal Year 2025.
11. **Resolution—Volunteer Fire Department Budget Amendment**
The County Commission will be voting to amend the Volunteer Fire Departments budget to purchase a National Fire Incident Reporting System computer program.
12. **Resolution—Diversified Computer Services**
The County Commission will be signing an agreement to continue partnering with Diversified Computer Services. This is a yearly agreement between DCS and the Commission.
13. **Bid LA 2024-8 “Disposal of Solid Waste”**
14. **Bid LA 2024-7 “Courthouse Renovation”**
15. **Audit and Approve Invoiced Bills**

C. SCHEDULED PUBLIC HEARINGS—none

D. STAFF REPORTS

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

F. ADJOURN

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

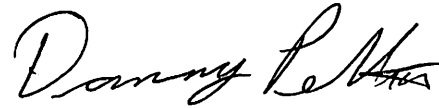
WHEREAS, the Alabama Department of Youth Services provides payment for one detention bed in a facility of the County's choice for the use of the juvenile court of Lauderdale County; and

WHEREAS, the Commission would like to provide a juvenile detention bed for the Tennessee Valley Juvenile Detention Center for the period of October 1, 2024 through September 30, 2025; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission herein designates the Tennessee Valley Juvenile Detention Center as the facility to receive the payment and herein authorizes the Commission Chairman to execute the contract with the Alabama Department of Youth Services and any budget amendment necessary is herein approved.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

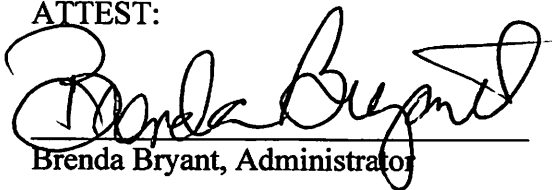


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, Administrator

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between **Lauderdale County** (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

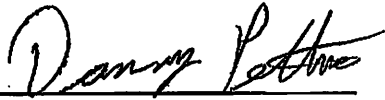
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to plan for detention bed use for the juvenile court of County for the period October 1, 2024 through September 30, 2025, to subsidize the detention of children in licensed juvenile detention facilities pursuant to Alabama Code §12-15-208, and to reimburse the county commission responsible for the cost of detention as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. DYS shall also pay on behalf of County, the per diem expenses incurred for each day after DYS is required to accept children for commitment (i.e., after 12 business days, or 16 business days between October 1, 2024, and September 30, 2025), including, but not limited to, medical, dental, and mental health costs, as required by Alabama Code § 12-15-215, as amended by Alabama Act 2024-305. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Tennessee Valley Juvenile Detention Center

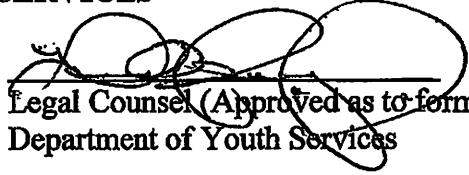


Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES



Steven P. Lafreniere
Executive Director



Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees to continue its partnership with Harris Local Government, S&W Mini Computers, Inc. for software and equipment maintenance service for the entire Lauderdale County Commission; and

WHEREAS, the Hardware and Software Maintenance Contract included herein, outlines the responsibilities of all parties to this agreement, effective October 1st, 2025; and

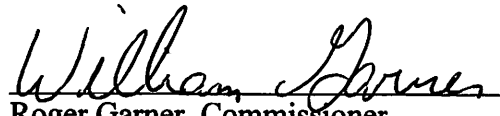
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Harris Local Government Maintenance Agreement and any budget amendment needed for this service.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



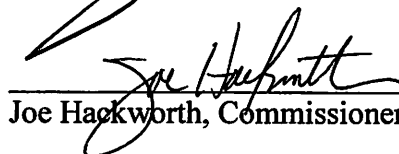
Roger Garner, Commissioner



Brad Black, Commissioner

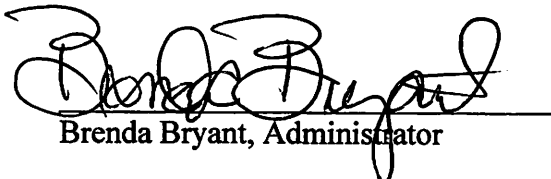


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, Administrator



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SCHEDULE A
S&W MINICOMPUTERS, INC.
HARDWARE AND SOFTWARE MAINTENANCE CONTRACT

1. ELIGIBILITY FOR ON-CALL COVERAGE:

All equipment comprising a single system shall have the same service coverage period. For this purpose, a single system is defined as a combination of equipment containing a central processor and inter-connected by power or signal cables or connection. If any or all equipment to be serviced under this agreement was not under warranty or a S&W MINICOMPUTERS, INC. service contract immediately prior to the date of commencement of this contract such equipment shall be subject to inspection by S&W MINICOMPUTERS, INC. and the BUYER shall pay for such inspection services and for all labor, materials, and adjustments required to place the equipment in good condition. Charges shall be computed from the then prevailing S&W MINICOMPUTERS, INC. standard price list for labor and materials.

2. TERM OF AGREEMENT:

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the "Initial Term"). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a "Renewal Term") subject to S&W MINICOMPUTERS, INC.'s then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

3. RESPONSIBILITIES OF S&W MINICOMPUTERS, INC. COMPUTER SERVICES

For the charges listed herein, S&W MINICOMPUTERS, INC. shall maintain the equipment in good condition, furnish on-call maintenance service during the contracted period of coverage as designated on page thereof, and will be responsive to the maintenance needs of the BUYER, subject to the conditions stated herein. In furtherance thereof, S&W MINICOMPUTERS, INC. shall:

- A. Provide preventive maintenance which shall consist of S&W MINICOMPUTERS, INC. personnel taking those actions which in their opinions are necessary to insure proper machine operation. Preventive maintenance shall be performed during the contracted period of coverage designated on page thereof. Such preventive maintenance may be scheduled or performed concurrently with remedial services. Preventive maintenance shall be performed at intervals as defined by S&W MINICOMPUTERS, INC. Field Service.
- B. Provide remedial maintenance service during the contracted period of coverage when notified that the equipment is inoperative. S&W MINICOMPUTERS, INC. neither guarantees nor implies availability of service outside the contracted period of coverage but will use its best efforts to supply such service. All service performed outside the contracted period of coverage will be charged to the BUYER separately at the then prevailing applicable Non-Contract Service Rates.
- C. Provide all labor and parts which in the opinion of S&W MINICOMPUTERS, INC. personnel are necessary for maintaining the equipment in good operating condition. Only new standard parts or parts of equal quality shall be used in providing maintenance. All parts removed for replacement by S&W MINICOMPUTERS, INC. shall become the property of S&W MINICOMPUTERS, INC.
- D. Provide maintenance service (preventive and remedial) which is limited to the equipment covered hereby, and which is contingent upon the proper use of the equipment in the application for which the equipment was intended. Maintenance service does not cover equipment which has been modified without S&W MINICOMPUTERS, INC. approval, or which has been subjected to unusual physical or electrical stress. S&W MINICOMPUTERS, INC. shall be under no obligation to furnish maintenance service (preventive or remedial) if (1) adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning or humidity, transportation or causes other than ordinary use; (2) the equipment is



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maintained or repaired, or attempts to repair or service the equipment are made other than by S&W MINICOMPUTERS', INC. personnel without the prior approval of S&W MINICOMPUTERS, INC.; or (3) the equipment is removed from its location of initial installation and/or reinstalled without the prior approval S&W MINICOMPUTERS, INC. ; or (4) equipment is being used or programmed improperly. Any maintenance service (preventive and remedial) furnished for equipment which is not attributable to normal operation as discussed in this subparagraph D shall be charged to the BUYER separately at the then prevailing standard S&W MINICOMPUTERS' labor and material rates. In addition, S&W MINICOMPUTERS, INC. shall be under no obligation to furnish such maintenance services during any period of time within which the BUYER does not perform its responsibilities hereunder including but not limited to, BUYER'S provision of on-time payment of monthly maintenance charges, access to the equipment, adequate facilities within reasonable distance from the equipment, and equipment necessary for maintenance, all as defined herein.

- E. Not provide operating supplies or accessories, paint, or refinish the equipment or furnish materials thereof.
- F. Rebuild at no additional cost to the BUYER, all equipment which, in the opinion of S&W MINICOMPUTERS, INC. personnel, can be rebuilt to a maintainable condition. If, in the opinion of S&W MINICOMPUTERS, INC. personnel, equipment cannot be rebuilt to a maintainable condition, S&W MINICOMPUTERS, INC. reserves the right to exclude from this contract, upon renewal, equipment which S&W MINICOMPUTERS, INC. deems non-rebuildable. The BUYER will receive a reduction in charges equal to the charges for the equipment so removed. If the equipment is excluded from this contract, further maintenance (preventive or remedial) of such non-rebuildable equipment shall be charged to the BUYER separately at the then prevailing standard S&W MINICOMPUTERS', INC. labor and material rates. The BUYER may replace, at the BUYER'S expense, any non-rebuildable equipment.

4. RESPONSIBILITIES OF THE BUYER

- A. S&W MINICOMPUTERS, INC. shall specify the times, as mutually agreed during the contracted period of coverage, required for performing preventive maintenance services and BUYER shall provide S&W MINICOMPUTERS, INC. access to the equipment during such specified times.
- B. The BUYER shall also provide S&W MINICOMPUTERS, INC. access to the equipment to perform remedial maintenance services during the contracted period of coverage.
- C. The BUYER shall provide adequate storage space, (if required for spare parts), and adequate working space and facilities including heat, light, ventilation, electric current and outlets, and the like for use by S&W MINICOMPUTERS, INC. maintenance personnel. All such facilities shall be within a reasonable distance from the equipment to be serviced and shall be provided at no charge to S&W MINICOMPUTERS, INC.
- D. The BUYER shall provide S&W MINICOMPUTERS, INC. access to and use of machine, attachments, features, or other equipment, which in the opinion of S&W MINICOMPUTERS, INC. personnel, are necessary to enable the performance of the services described in this contract at no charge to S&W MINICOMPUTERS, INC.
- E. The BUYER shall be responsible for the procurement, installation, and maintenance of all non S&W MINICOMPUTERS, INC. communications media, including but not limited to, telephone and telegraph equipment for the remote transmission of data. Charges for such media in connection with the performance of the services described in this contract shall be borne by the BUYER.
- F. The BUYER shall not perform, nor attempt to perform nor cause to be performed maintenance or repair to the equipment during the term of this contract except simple daily or weekly preventive maintenance on equipment as defined by S&W MINICOMPUTERS, INC. Maintenance which may be performed by the BUYER includes, but is not limited to cleaning, oiling, etc., as defined in applicable S&W MINICOMPUTERS, INC. manuals or those of its vendors.
- G. The BUYER shall at S&W MINICOMPUTERS, INC. request, maintain equipment usage records.



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5. MOVEMENT OF EQUIPMENT

- A. The BUYER shall give S&W MINICOMPUTERS, INC. at least sixty (60) days written notice for intent to move the equipment covered by this contract.
- B. Equipment moved to a location within the contiguous forty-eight United States and Canada shall continue to be serviced under this contract. If the location is beyond 50 miles (measured by means of a straight line) from the nearest S&W MINICOMPUTERS, INC. service center, the monthly charges shall be subject to increase in accordance with the then prevailing applicable rates for remote locations. Equipment moved to a location outside the contiguous forty-eight United States and Canada shall continue to be serviced under this contract at the option of S&W MINICOMPUTERS, INC. The type of service and charges for such service shall be subject to agreement between the parties.
- C. S&W MINICOMPUTERS, INC. personnel, at S&W MINICOMPUTERS, INC. option, shall supervise the dismantling and packing of the equipment, and shall inspect and reinstall the equipment at the new location. The BUYER shall furnish all labor required for the dismantling, packing, unpacking, and the placement of the equipment in the new location.
- D. Charges for supervising, inspecting and reinstalling the equipment shall be billed to the BUYER separately at the then prevailing applicable S&W MINICOMPUTERS, INC. Non-Contract Service Rates.
- E. If upon relocation and inspection, S&W MINICOMPUTERS, INC. personnel determines that the equipment is not in good operating condition as a result of causes beyond the control of S&W MINICOMPUTERS, INC., the BUYER shall be charged separately for all labor, materials, and adjustments required to place the equipment in good operating condition. Charges for the work shall be computed from the then prevailing S&W MINICOMPUTERS, INC. standard price list for labor and materials.

6. SERVICE CHARGES

- A. Charges for maintenance service (preventive and remedial) provided outside the service coverage period specified herein shall be at the then prevailing applicable S&W MINICOMPUTERS, INC. Non-Contract Service Rates. S&W MINICOMPUTERS, INC. neither guarantees nor implies the availability of service outside the said service coverage period.
- B. The charges set forth at Exhibit A in this contract are the charges in effect on the Commencement Date of this contract. These charges are subject to change by S&W MINICOMPUTERS, INC. at any time following the expiration of the initial term upon thirty (30) days prior written notice.
- C. Maintenance charges set forth at Exhibit C in this contract are the charges in effect on the Commencement Date of this contract and are due and payable either monthly or annually IN ADVANCE beginning on the Commencement Date of this contract. S&W MINICOMPUTERS, INC. reserves the right to withhold services for any account which is past due more than 60 days.
- D. Travel charges are excluded from this contract and will be charged on a per call basis at S&W MINICOMPUTERS, INC. standard rates for sites located beyond 150 miles from S&W MINICOMPUTERS, INC. Service Center.
- E. Charges for maintenance service provided outside the service coverage period shall be due and payable thirty (30) days from the date of invoice at the then prevailing S&W MINICOMPUTERS, INC. Non-Contract Service Rates.
- F. All charges are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and therefore are subject to an increase in equal amount to any tax S&W MINICOMPUTERS, INC. may be required to collect or pay upon the services performed hereunder, whether during the service coverage period or otherwise, or for materials furnished hereunder.
- G. Failure of the BUYER to pay all service charges when due shall constitute sufficient cause for S&W MINICOMPUTERS, INC. to suspend or terminate service under this contract. Suspension or termination shall not relieve the BUYER of its obligation to pay its outstanding service charges, including any applicable late charges.



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Hueytown, AL 35023

BUYER will be required to pay all outstanding service charges for the period of suspension prior to reinstatement of services.

- H. S&W MINICOMPUTERS, INC. shall not refund any pre-paid fees if this contract is terminated.

7. MODIFICATION OF EQUIPMENT

- A. In order to provide the services provided hereunder, S&W MINICOMPUTERS, INC. initiated modifications may, at S&W MINICOMPUTERS, INC. discretion, be made to the equipment covered by this contract. The BUYER shall provide access during the period of service coverage, to the equipment upon notification from S&W MINICOMPUTERS, INC. that a modification is to be made. If access is not afforded S&W MINICOMPUTERS, INC. during the period of coverage, and if in the opinion of S&W MINICOMPUTERS, INC. personnel, the modification is necessary to maintain the equipment in good operating condition, access shall be afforded S&W MINICOMPUTERS, INC. outside the service coverage period at the then prevailing applicable S&W MINICOMPUTERS, INC. Non- Contract Service Rates.
- B. If the BUYER requests modification to be made to the equipment covered hereunder, or requests the addition of non-S&W MINICOMPUTERS supported accessories or devices to equipment covered hereunder, then agreement on the installation responsibilities therefore shall be separately negotiated between S&W MINICOMPUTERS, INC. and the BUYER.

8. ADDITIONAL EQUIPMENT

- A. Equipment which is on warranty as of the commencement date of this contract shall be added to the coverage provided herein on the date(s) noted next to such equipment, subject to the monthly charges stated herein, and the service coverage period shall be co-terminus with that of the initial equipment listed herein.
- B. S&W MINICOMPUTERS, INC. equipment acquired by the BUYER during the term of this contract and incorporated into the equipment covered hereunder shall be added to this contract at the then prevailing standard monthly maintenance charges as the equipment's applicable warranty period expires. The expiration of the service coverage period for such equipment shall be co-terminus with the original equipment covered hereunder.

9. NOTICE:

All written notices required to be given by either party to the other under this contract, shall be addressed to: S&W MINICOMPUTERS, INC. 3427 Davey Allison Blvd. STE 103 Hueytown, AL 35023; and addressed to the BUYER, at the address which appears on page 1 hereof; or such other address as either party from time to time may have designated by written notice to the other. Such notice shall be deemed to have been given on the date such notice has been mailed postage pre-paid to the other party.

10. DISCLAIMER:

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY S&W MINICOMPUTERS, INC. ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SERVICES OR ANY PRODUCT PROVIDED HEREUNDER OR IN CONNECTION HERewith. S&W MINICOMPUTERS, INC. DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. S&W MINICOMPUTERS, INC. DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF BUYER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS CAN BE FOUND OR CORRECTED.

11. LIABILITY:

- A. THE AGGREGATE LIABILITY OF S&W MINICOMPUTERS, INC. TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS CONTRACT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO S&W MINICOMPUTERS, INC. UNDER THIS CONTRACT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE CONTRACT UP TO AND INCLUDING THE DATE OF TERMINATION.

- B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS CONTRACT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. GENERAL:

- A. The BUYER shall not assign this contract or any of its rights hereunder, the word "assign" to include, without limiting the generality thereof, a transfer of a majority interest in BUYER.
- B. If either shall neglect or fail to perform or observe any of its obligations hereunder, or if any assignment shall be made of its business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of its property, or if either party is adjudicated a bankrupt, and such condition or conditions are not remedied within twenty (20) days after written notice thereof has been given by the other party, the other party shall have the right to terminate this contract.
- C. Either party's lack of enforcement of any provision in this contract in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- D. The terms and conditions of this contract supersede those of all previous agreements between S & W MINICOMPUTERS, INC. and the BUYER with respect to maintenance of the equipment specified herein and no other terms and conditions shall be included or implied unless agreed to in writing and signed by an authorized officer or representative of both parties to this agreement.
- E. This contract shall be governed by the laws of the state of Alabama.



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Exhibit A
SERVICE RATES

The charge for NON-CONTRACT HARDWARE SUPPORT is \$250.00 per hour plus parts with a 2-hour minimum. These charges apply to telephone calls as well as on-site service. Also, time spent traveling is charged at \$100.00 per hour plus mileage.

The charge for NON-CONTRACT SOFTWARE SUPPORT is \$250.00 per hour with a 2-hour minimum. These charges apply to telephone calls as well as on-site service. Should travel to your county be necessary, time spent traveling is charged at \$100.00 per hour plus mileage.



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Exhibit B
APPLICATION SOFTWARE MAINTENANCE AGREEMENT

ANNUAL COVERAGE WILL INCLUDE:

- Telephone and/or virtual support, on-site support as necessary for covered services
- Assistance in rebuilding files
- Recovery of damaged programs
- Assistance in recovery from operator
- Requested improvements, refinements
- Legislative changes such as rate, etc.
- Additional reports/statistics as they become available
- Assistance with problems or questions which arise during end-of-year processing by County employees
- Meeting with examiners, commissioners, users, etc.

ANNUAL COVERAGE DOES NOT INCLUDE:

- Training of new personnel
- Performing County personnel's work for them (except to troubleshoot)
- State or County mandated changes which involve a major rewrite
- Viruses or Virus-related problems



HARRIS
LOCAL GOVERNMENT



S&W MiniComputers Inc

3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Exhibit C
Support and Maintenance Rates



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Maintenance Agreement

BILL TO:

LAUDERDALE COUNTY

LAUDERDALE COUNTY COMMISSION

P.O. BOX 1059

FLORENCE

(256) 760-5750 Ext. 0000

Lauderdale County (hereinafter referred to as the BUYER) agrees to purchase, and S&W MINICOMPUTERS, INC. agrees to furnish, the maintenance service at Equipment Location on the equipment/software listed herein, in accordance with the Hardware and Software Maintenance Agreement attached hereto as Schedule A.

Commencement Date: 10/01/2024

Signed Agreements are due at S&W by **September 30, 2024**. No maintenance will be performed without a signed Agreement. We will accept a FAXED (205) 491-7706 or EMAILED to aparker@harriscomputer.com copy of the executed signature page(s) through **September 30, 2024** while originals are in route.

Any changes to maintenance coverage after **September 30, 2024** require a 90 day written notice and payment of all outstanding amounts due before the change will take effect.

If maintenance reinstatement is requested for software or equipment previously removed from maintenance coverage after **September 30, 2024**, there will be a three-month surcharge to reinstate.

COUNTY NAME: Lauderdale County

BY: *Donny Patten*

TITLE: Chairman

DATE: 7/1/24

S&W MINICOMPUTERS, INC.

BY: *Matthew Acheson*

TITLE: Vice President

DATE RETURNED TO S&W: 09/11/2024

Quote QTE00000000000548
 Date 6/14/2024
 Customer ID. LAU01CC
 Page 1 of 1



Bill To
 LAUDERDALE COUNTY
 LAUDERDALE COUNTY COMMISSION
 P.O. BOX 1059
 FLORENCE, AL 35631
 United States

Ship To
 LAUDERDALE COUNTY
 P.O. BOX 1059
 FLORENCE, AL 35631
 United States

Contract/Project Number Purchase Order Currency
 HARRIS-US\$

Item No	Description	Quantity	Unit Price	Amount
SW - HOSTING (SB)	Annual Hosting(OCT 2024 to SEP 2025)	1.00	2,356.20	2,356.20
SW - SW MAINT (SB)	Annual Support and Maintenance(OCT 2024 to SEP 2025)	1.00	2,849.71	2,849.71

Remit To: S&W Minicomputers Inc.
 PO BOX 74008484
 Chicago, IL 60674-8484
 USA

Subtotal	5,205.91
Misc	0.00
Taxes	0.00
Freight	0.00
Total	5,205.91



Invoice Questions? Please call Tanya Cordukes, 1 888 847-7747 ext 2618 or e-mail ar_hlg@harriscomputer.com

Thank you for your business!

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.

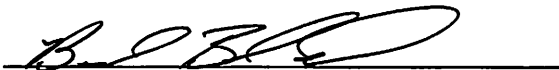
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the use of Rebuild Alabama gas tax funds for this purpose and the Lauderdale County Transportation Plan and Map for FY2025 is included herein and made a part of these minutes.

Done this the 26th day of August 2024.

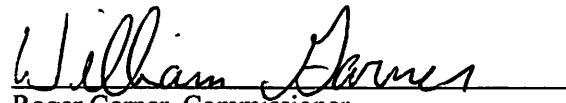
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Brad Black, Commissioner



Roger Garner, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Fay Parker, Commissioner



Joe Hackworth, Commissioner



FY 2025 County Transportation Plan

Lauderdale County



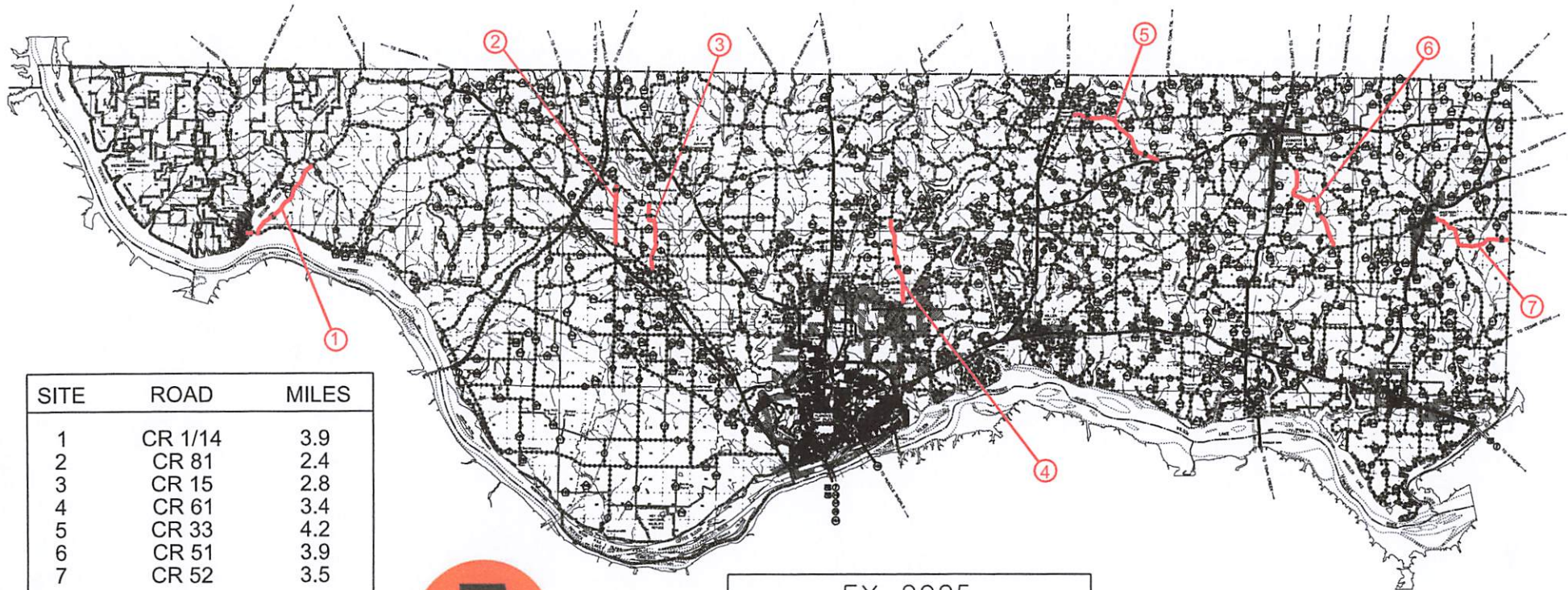
Date Approved by the Lauderdale County Commission: August 26, 2024

Date Amended by the Lauderdale County Commission:

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														\$305,331.00	\$67,191.00	
Estimated Annual Revenue														\$1,582,050.00	\$400,000.00	
1	RA-LCP 01-01-2025	CR 1/14	34.9153	88.0631	34.9525	88.0182	X		3.90	Resurfacing from CR 14 to CR 90	\$330,000.00		\$330,000.00	CRAF	\$330,000.00	
2	RA-LCP 01-02-2025	CR 81	34.9087	87.8152	34.9428	87.8148	X		2.40	Resurfacing from CR 200 to CR 8	\$200,000.00		\$200,000.00	CRAF	\$200,000.00	
3	RA-LCP 01-03-2025	CR 15	34.8944	87.7903	34.9319	87.7928	X		2.80	Resurfacing from CR 200 to CR 8	\$235,000.00		\$235,000.00	CRAF	\$235,000.00	
4	RA-LCP 01-04-2025	CR 61	34.8760	87.6217	34.9238	87.6298	X		3.40	Resurfacing from CR 47 to CR 224	\$286,000.00		\$286,000.00	CRAF	\$286,000.00	
5	RA-LCP 01-05-2025	CR 33	34.9812	87.5085	34.9559	87.4481	X		4.20	Resurfacing from CR 47 to AL 64	\$353,000.00		\$353,000.00	FAEF		\$353,000.00
6	RA-LCP 01-06-2025	CR 51	34.9075	87.3315	34.9505	87.3570	X		3.90	Resurfacing CR 50 to CR 88	\$328,000.00		\$328,000.00	CRAF	\$328,000.00	
7	RA-LCP 01-07-2025	CR 52	34.9234	87.2614	34.9110	87.2120	X		3.50	Resurfacing from Bayles St. to Limestone County Line	\$294,000.00		\$294,000.00	CRAF	\$294,000.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						24.10	Total CTP Estimated Costs	\$2,026,000.00	\$0.00	\$2,026,000.00	Total CRAF/FAEF Remaining Estimated	\$214,381.00	\$114,191.00

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

Remarks _____



SITE	ROAD	MILES
1	CR 1/14	3.9
2	CR 81	2.4
3	CR 15	2.8
4	CR 61	3.4
5	CR 33	4.2
6	CR 51	3.9
7	CR 52	3.5
TOTAL		24.1



FY 2025
LAUDERDALE COUNTY
TRANSPORTATION PLAN

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

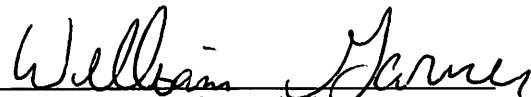
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves a budget amendment for the Lauderdale County Emergency Management Agency to pay for prior year amounts of Administrative Phone Systems for support services, maintenance, and Flex IP service charges to the Lauderdale County 911.

Done this the 26th day of August, 2024.

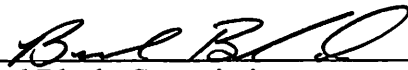
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Roger Garner, Commissioner



Brad Black, Commissioner

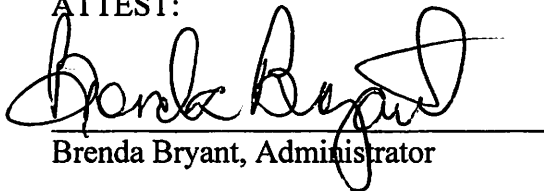


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, Administrator

Pricing Summary

Equipment and Installation -Year 1

AGENCY	FTEs	List Price Year 1	*Sale Price* Year 1
LCE911	23	\$292,992.15	\$284,202.39
LCSO	50	\$60,006.05	\$58,205.87
Killen	7	\$7,654.47	\$7,424.83
Lexington	3	\$3,988.68	\$3,869.02
Rogersville	5	\$6,103.35	\$5,920.25
St. Florian PD	6	\$6,315.35	\$6,125.89
Florence FD	20	\$25,062.95	\$24,311.06
System Grand Total Year 1:		\$402,123.00	\$390,059.31

*Price discount valid if contract execution prior to July 31, 2024.

Support Services and Annual Maintenance

AGENCY	Sale Price Year 2	Sale Price Year 3	Sale Price Year 4	Sale Price Year 5
LCE911	\$16,455.56	\$16,951.99	\$17,468.28	\$18,005.22
LCSO	\$12,410.42	\$12,583.26	\$12,763.01	\$12,949.95
Killen	\$1,413.88	\$1,438.08	\$1,463.24	\$1,489.41
Lexington	\$663.73	\$674.10	\$684.89	\$696.10
Rogersville	\$1,241.04	\$1,258.33	\$1,276.30	\$1,295.00
St. Florian PD	\$922.99	\$943.73	\$965.30	\$987.73
Florence FD	\$7,795.48	\$7,864.61	\$7,936.51	\$8,011.29
Maintenance Total Sale Price Year 2-5	\$40,903.09	\$41,714.09	\$42,557.53	\$43,434.71

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

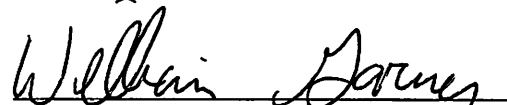
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves a budget amendment for the Lauderdale County Sheriff's Department to purchase fifty flex licenses for computer aided dispatch from Lauderdale County 911. These fifty-eight thousand two hundred five dollars and eighty-seven cents will be for equipment and installation for the first year, and then there will be discounted yearly support services and annual maintenance fees for year two through year five as listed on the attached pricing summary.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, Administrator

INVOICE

LAUDERDALE COUNTY 911
110 W COLLEGE ST, ROOM B20
FLORENCE, AL 35630
PHONE: 256.760.0911



DATE: August 12, 2024

CUSTOMER: LAUDERDALE COUNTY SHERIFF'S OFFICE
200 S COURT ST
FLORENCE, AL 35630

INVOICE NUMBER: 24081201

DATE/QTY	DESCRIPTION	PRICE	LINE TOTAL
50	FTEs FLEX LICENSES FOR COMPUTER AIDED DISPATCH (CAD) ACCESS POINTS		\$ 58,205.87
BALANCE DUE			\$ 58,205.87

PLEASE MAKE CHECKS PAYABLE TO:
LAUDERDALE COUNTY 911

STATE OF ALABAMA §

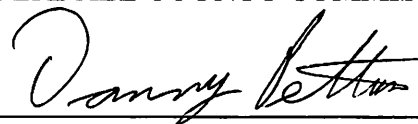
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the Reappraisal Department Budget for Fiscal Year 2023-2024 is herein amended by line items only. The signed, detailed Budget Revision Request will be attached, and any budget amendment needed is also approved.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Roger Garner, Commissioner



Brad Black, Commissioner

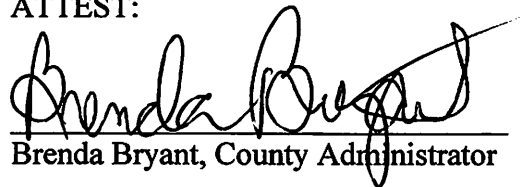


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County Reappraisal funds currently have two different accounts at Bank Independent, Reappraisal Fund #02-000-300 and Reappraisal Money Market #03-056-311, which were opened several years ago. Legislation requires these funds be held in an interest-bearing account, and at the time these were opened the only interest earning option was a money market account, which only allows three checks be written each month. Therefore, an additional account was needed to pay bills from; and

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves closing the current Reappraisal Fund accounts at Bank Independent, and move all of those funds to a public funds now account, which will both earn interest and allow unlimited checks to be issued.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner




Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, 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. 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. 2024-8 "Ready Mix Concrete"—Bama Concrete Products Co. Inc.
- Bid No. 2024-3 "Hot Mix Asphalt"—Grayson Carter and Son
- Bid No. 2024-1 "Cold Mix Asphalt"—Advanced Asphalt Products, LLC
- Bid No. 2024-4 "Crushed Stone"—Rogers Group, Inc.

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

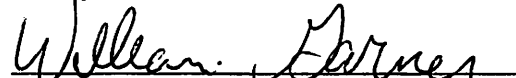
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to renew contracts with each of the above-named companies for a period of one year under the same terms and conditions stated in the original Bid Contracts with any budget amendment needed being approved.

Done this the 26th day of August, 2024.

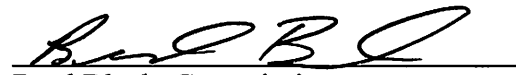
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



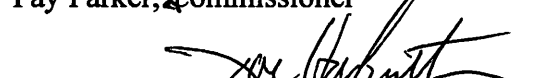
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves a budget amendment for the Lauderdale County Volunteer Fire Departments to purchase the National Fire Incident Reporting Systems computer program for sixteen thousand nine hundred forty dollars from ESO Solutions, Inc.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

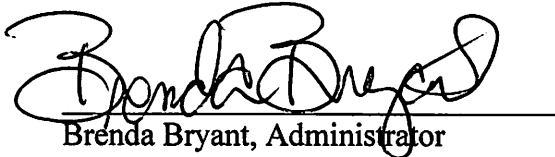


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, Administrator



Please send payments to:
 ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

APPROVED



Invoice

Date: 6/1/2024
 Invoice # ESO-141764
 Terms Net 30
 Due Date 7/1/2024
 PO#

Bill To
 Florence-Lauderdale Emergency Management Agency
 110 W College Street Room B20
 Florence AL 35630
 United States
lbrown@fialema911.org

Ship To
 Florence-Lauderdale Emergency Management Agency
 110 W College Street Room B20
 Florence
 AL 35630
 US

Item	From	To	QTY	UOM	Total
ER - NFIRS Only Package	7/1/2024	6/30/2025	14		USD \$13,440.00
ER - CAD Integration	7/1/2024	6/30/2025	14		USD \$3,500.00

Invoice Message:

Total (Without Tax):	USD \$16,940.00
Tax:	USD \$0.00
Grand Total:	USD \$16,940.00
Amount Paid/Credit:	USD \$0.00
Total Recurring:	USD \$16,940.00
Total One-Time:	
Invoice Balance:	USD \$16,940.00

ACH/EFT bank information:

PNC Bank
 Routing: 031207607
 Account Number: 8026412499
 Swift Code: PNCCUS33

Check Remittance lockbox address:

ESO Solutions, Inc.
 PO Box 679449
 Dallas, TX 75267-9449

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.

[Pay Online](#)

(Budget Amendment)

[For a 3% fee, pay via Card](#)

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/7276813/?amount=1744820

[Pay via Online Bank Transfer](#)

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/7276813/?card=false

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 twelve thousand dollars annually once production begins October 1st, 2024; and

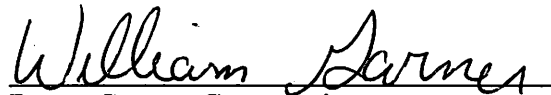
BE IT RESOLVED by the Lauderdale County Commission to partner with Diversified Computer Services and any budget amendment needed is herein approved.

Done this the 26th day of August, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Roger Garner, Commissioner



Brad Black, Commissioner

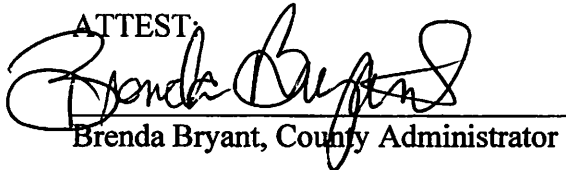


Fay Parker, Commissioner



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 22nd day of August, 2024 (“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 and 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:

9/3/2024

Lauderdale County Commission

By:

Vanny Lettis

Title:

Chairman

Date:

8-26-2024

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.

BID NO.:	LA 2024-8
BID ITEM:	"Disposal of Solid Waste"
OPENING:	Thursday, August 15 th , 2024 10:00 AM
MAILING DATE:	Monday, July 29, 2024
AD DATES:	TD 7/30, 8/6 & 8/13 CT 7/30 MT 7/31 MA 8/1

	BID BOND	NO BID	LOW BID	NO RESP	AMOUNT
BFI Waste Services dba Republic Services of Huntsville 3950 50 th Street SW Birmingham, AL 35221 (Joy Stadler) Mailed on 7/29/24	X				29.00 per ton
Waste Services of Decatur 324 Landfill Lane Bath Springs, TN 38311 Mailed on 7/29/24				X	
Waste Connections of MS 2941 County Road 309 Walnut, MS 38683 Mailed on 7/29/24	X				21.25 per ton
Arrow Disposal Services Cal Franklin Abbeville, AL (334)201-1919 cal@arrowdisposal.net emailed packet 7/30/24				X	
Platform Waste 833 SW Lemans St. Lee's Summit, Missouri 64082 Daniela Coleman/Revenue Analyst (972)322-0586 daniela@platform-waste.com emailed packet 7/30/24				X	
Deltek 2291 Wood Oak Dr. Herndon, VA 20171 Steven Briva stevenbriva@deltek.com (571) 521-7093 emailed packet 7/31/24				X	

Household garbage transportation costs

Bids were opened for disposal of Lauderdale County's household garbage on Aug. 19, with Republic Services (which operates Morris Farm Regional Landfill in Hillsboro) and Waste Connections (which operates Buck Run Regional Landfill in Walnut, Miss.) the only bidders.

Republic's bid was \$29 per ton, while Waste Connections was \$21.25 per ton.

Looking at the total costs for transportation it will be in the county's best interest to continue to transport to Hillsboro.

Our trucks operated at an average of 2.053 miles per gallon, which is based on the cost of fuel at \$2.3476 per gallon and the trucks holding 150 gallons of fuel. The cost of a full tank is \$352.14.

Based on our present records, Hillsboro is an 88-mile round trip. The trucks come make 3 ½ trips on a tank of fuel, so we are spending \$100.61 per round trip to Hillsboro.

Going to Walnut, which according to Google maps, from our landfill to Buck Run, is 187 miles round trip, and we could only average two trips per day, which would cost us \$176.07 per trip.

This does not include a .18 cent per gallon fuel tax, which is paid monthly for every truck that we bring into the state. Which would cost is another \$27.60 per truck.

Also, each truck would have to have an IFTA (International Fuel Tax) sticker at the cost of \$17, and each truck would have to cross the Mississippi State trucks sales (located in Iuka), going and coming from Walnut.

CERTIFIED TABULATION OF BIDS

**Project: Renovations and Alterations to the
Lauderdale County Courthouse for the
Lauderdale County Commission, Florence, AL**

DCM Project No.: 20240614

McKee Project No.: 23-365

Board Meeting Date: _____

PSCA Project No. (if applicable): _____

Amount of Available Funds: _____

As tabulated below, bids were received:

Date: Tuesday, August 20, 2024

Time: 2:00 PM Central Time

Place: County Administrator- Government Building- 6th Floor 102 South Court Street, Suite 600, Florence, AL 35630

Contractor:	Brad Slater Construction, LLC	Jim Cooper Construction Company	Butler Construction Company	Limestone Building Group	McAbee Construction	H&N Construction, Inc	Roberts Builders, Inc dba RB Builders, Inc
Surety:	Great Midwest Insurance Company					Atlantic Specialty Insurance Company	Travelers Casualty & Surety Company of America
All Addenda Acknowledged:	3					3	2
Base Bid on Proposal:	\$ 1,121,000.00	NO BIDS	NO BIDS	NO BIDS	NO BIDS	\$ 886,300.00	\$ 1,081,000.00
Base Bid Envelope Adjustment:							
Total Base Bid:	\$ 1,121,000.00	\$ -	\$ -	\$ -	\$ -	\$ 886,300.00	\$ 1,081,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -		
Total:	\$ 1,121,000.00	\$ -	\$ -	\$ -	\$ -	\$ 886,300.00	\$ 1,081,000.00
Remarks:							

I certify that the above bids were advertised, were received sealed, were publicly opened, and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

McKee & Associates Architects, Inc.
Architectural / Engineering Firm Name

Sworn to and subscribed before me this 20th day of August, 2024 (Month, Year).

My Commission Expires
September 2, 2026

By: Walter T. McKee Jr.
Signature

[Signature]
Notary Public Signature

My Commission Expires

Walter T. McKee Jr. Owner
Print Name and Title of Architect / Engineer

Seal:

