

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 9th day of September, 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.

Chairman, Danny Pettus announced that the meeting schedule for 2025, which was number nine on the Meeting Agenda, would not be voted on during this Commission Meeting.

The invocation and Pledge of Allegiance were delivered by Commissioner, Joe Hackworth.

Award/Presentations: None

Public Comments on Agenda Items: None

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

Commissioner Hackworth moved, seconded by Commissioner 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 renewing two road department bids that were listed on 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 Garner to agree to establish the new Social Service Director position, which will be implementing a new drug rehabilitation program for inmates equipping them with the tools needed to transition from jail and reenter the workforce as well as society after their release. 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 authorize entering into a new agreement with Tennessee Valley Authority for Radiological Emergency Preparedness Funding. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to approve the purchase of a Ford F150 for Emergency Management Agency from Stivers Ford Lincoln in Birmingham, Alabama for fifty-one thousand seven hundred ninety-seven dollars. Commissioner Hackworth asked if this was purchased with grant money, and Brenda Bryant, County Administrator answered that it was purchased with grant money. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Hackworth to approve signing new contracts with the Lauderdale County Engineers, Eric Hill and David Abernathy. This will be five-year contracts. Chairman Pettus thanked Eric for everything he and David do for Lauderdale County. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve the operating budget for Fiscal Year 2025 in the amount of sixty-two million seventy-eight thousand eight hundred twenty-three dollars as well as any payroll changes that will go into effect beginning with the October 9th payroll. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Parker moved, seconded by Commissioner Black to approve amending the Lauderdale County Road Department budget in the amount of one hundred thousand dollars to cover expenses. 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 amending the Lauderdale County Road Departments budget and transfer one million six hundred fifteen thousand dollars from General Fund to the Gasoline Tax Fund to be used as necessary. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve a budget amendment for the Lauderdale County Road Department to purchase concrete for ninety-two thousand dollars and haul concrete for one hundred twenty-five thousand dollars to be used with a Soil Stabilizer. Commissioner Parker asked Road Department Engineer, Eric Hill to explain this further. Eric Hill stated that he is waiting for the Tanker that we purchased to be delivered to be used with the Soil Stabilizer, and until this Tanker is delivered, we have to outsource concrete delivery to use with the Soil Stabilizer. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to agree to send a letter of support concerning the West College Street Extension and Bridge Project to the Secretary of Transportation in Washington, DC. A copy of this letter will be attached to these minutes. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to reappoint Kitty Cox on the Lauderdale County Cemetery Rehabilitation Authority Board. Ms. Cox's new term will expire on June 30, 2026. Commissioner Parker wanted to point out the work that the Cemetery Board does for the County Cemeteries. Upon a vote taken, motion was unanimously approved.

Commissioner Black moved, seconded by Commissioner Parker to reappoint Dr. Gilbert Melson on the Northwest Alabama Regional Airport Board. This new term will expire on August 10, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved.

Commissioner Garner moved, seconded by Commissioner Hackworth to reappoint Ty McConnell on the Northwest Alabama Regional Airport Board, joint position. This new term will expire on August 10, 2027. There being no discussion, and upon a vote taken, motion was unanimously approved.

Commissioner Parker moved, seconded by Commissioner Black to appoint Joan Mahaney to the RSVP Advisory Council. There being no discussion, and upon a vote taken, motion was unanimously approved.

Commissioner Parker moved, seconded by Commissioner Hackworth to appoint Scott Jones to the Florence-Lauderdale Port Authority joint position. This term expiration will be July 21, 2026. There being no discussion, and upon a vote taken, motion was unanimously approved.

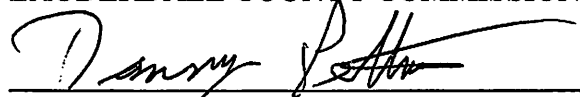
All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Parker seconded by Commissioner Black. Commissioner Hackworth wanted to know how much of the road budget was from the road repairs, and Eric Hill stated that over one million was road repairs. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes

LAUDERDALE COUNTY CHECKS ISSUED: August 26, 2024 - September 8, 2024			
1	General-Special	62197-62254	835,660.49
2	Agri-Business Fund	4129-4131	852.11
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1009	175.00
5	LEPA Fund	9228-9236	6,325.65
6	Gasoline Tax Fund	19044-19055	292,141.51
7	Public Bldg., R & B Special	488	8,413.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	761	187,622.79
11	Reappraisal Fund	12858-12868	44,630.77
12	Reappraisal Money Market	611	150,000.00

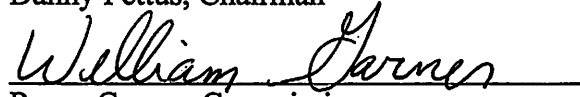
13	. Tourism, Rec. & Convention Fund	N/A	0.00
14	. RSVP Fund	18394-18400	2,657.45
15	. Child Protection Fund	N/A	0.00
16	. Rebuild Alabama Gas Tax Fund	N/A	0.00
17	. Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	. Federal Aid Exchange Fund	N/A	0.00
19	. Workforce Development Center Fund	1110-1111	1,259,132.27
20	. Special Grants Fund	1017	2,184.62
21	. ARPA Revenue Reduction Fund	1040-1042	824,321.08
22	. Coronavirus Rescue Act Fund	N/A	0.00
23	. CDBG Fund	N/A	0.00
24	. Solid Waste Fund	9615-9629	289,887.79
25	. Account Payable Fund	49017-49078	1,326,250.31
26	. Fire Protection Fee Fund	N/A	0.00
27	. Industrial Development Tax Fund	N/A	0.00
28	. Tobacco Tax Fund	3205-3207	8,405.00
29	. TVA Tax Fund	6591-6600	415,970.71
TOTAL			\$ 5,654,630.55

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

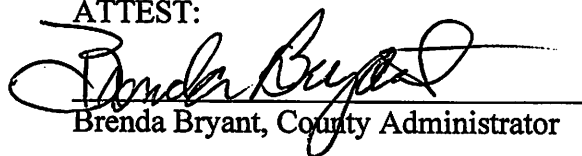


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



 Brenda Bryant, County Administrator

 Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
September 9, 2024

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Roger Garner
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS

Per Rules of Procedure there is a three-minute time limit

REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Road Dept Bid Renewals**
The Lauderdale County Commission will be voting to approve several bid renewals for the Lauderdale County Road Department.
4. **Resolution—Social Service Director**
The Lauderdale County Commission is voting to add a new position, Social Service Director.
5. **Resolution—TVA and County Agreement**
The Lauderdale County Commission will vote to sign a new agreement with TVA for Radiological Emergency Preparedness Funding.
6. **Resolution—EMA-Truck Purchase**
The Lauderdale County Commission will vote to purchase a new truck for the Lauderdale County EMA.
7. **Resolution—Engineer Contracts**
The Lauderdale County Commission will vote to sign a new 5-year contract for Lauderdale County Engineer, Eric Hill and Lauderdale County Assistant Engineer, David Abernathy.

8. Resolution—Fiscal Year 2024-2025 Budget Approval * Chairman Salary Change*

The Lauderdale County Commission will be voting to approve the budget for Fiscal Year 2025.

~~**9. Resolution—Work Session and Meeting Times**~~

~~The Lauderdale County Commission will vote to approve the work session and meeting schedule for fiscal year 2025.~~

10. Resolution—Road Department Budget Amendment

The Lauderdale County Commission will be voting to amend the Road Department budget to cover some unexpected expenses.

11. Resolution—Road Department Budget Amendment

The Lauderdale County Commission will be voting to amend the budget for the Road Department to transfer funds from the General Fund to the Gasoline Tax Fund to be used as necessary.

12. Resolution—Road Department Budget Amendment

The Lauderdale County Commission will vote to approve a budget amendment for the Road Department to pay to purchase and haul concrete for a Soil Stabilizer.

13. Resolution—Letter of Support for the West College Street Extension & Bridge Project

The Lauderdale County Commission will decide to send a letter of support to the Secretary of Transportation concerning this new Street Extension and Bridge Project.

14. Board Appointments

15. Audit and Approve Invoiced Bills

B. SCHEDULED PUBLIC HEARINGS—none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

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

- Bid No. 2023-4 "Hot Mix Asphalt"—Midsouth Paving Inc.
- Bid No. 2023-7 "Ready Mix Concrete"—Bama Concrete Products Co. Inc.

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

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

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



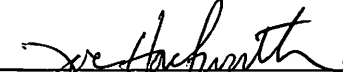
Roger Garner, Commissioner



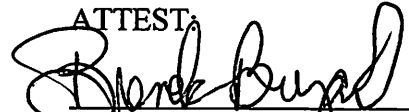
Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission, County Administrator, District Attorney, County Attorney, and Sheriff, in conjunction with University of North Alabama has established the new position of Social Service Director. Ginifer Fowler has been hired to fill this position at a Pay Grade 9B; and

WHEREAS, the Social Service Director position will be helping implement a new drug rehabilitation program for inmates which will equip these inmates with tools needed to transition them back into society. The detailed duties of this new position will be listed in the attached description; and

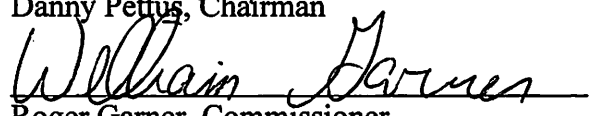
THEREFORE, BE IT RESOLVED, The Lauderdale County Commission approves establishing this new job of Social Service Director, hiring Genifer Fowler to fill the position, and any budget amendment needed to make this change.

Done this the 9th day of September, 2024.

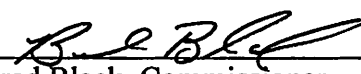
LAUDERDALE COUNTY COMMISSION



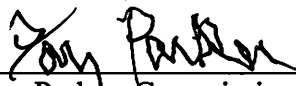
Danny Pettus, Chairman



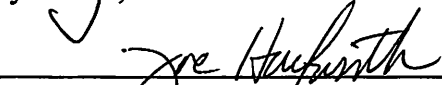
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner

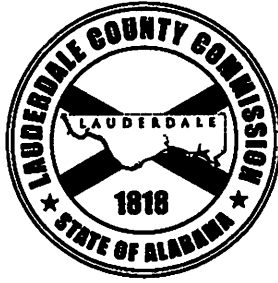


Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



LAUDERDALE COUNTY COMMISSION
JOB DESCRIPTION

Revision Date - October 2023

Social Service Director

Department: Opioid Settlement

Pay Grade: 9B

Job Summary

The Social Service Director will work closely with the District Attorney, Sheriff, Lauderdale County Detention Center Director and other county officials to develop and implement a program to provide thorough assessment and treatment services to incarcerated individuals as well as provide aftercare/discharge planning with the goal of successfully reacclimating inmates to the community and reducing recidivism.

Education and Experience

- Master Degree is preferred
- State licensure as Social Worker
- Experience in case management and/or substance abuse treatment is preferred

Full Job Description

- Plans, develops, and directs social service programs as they relate to the needs of those incarcerated in the Lauderdale County Detention Center.
- Conduct thorough screenings and assessments to identify inmates needs and develop individualized care plans.
- Administer and coordinate chemical dependency screenings and substance use disorder assessments to identify and recommend appropriate treatment options.
- Identify and collaborate with various social service resource providers.
- Provide aftercare planning for incarcerated individuals with the goal of improving access to needed services while incarcerated and ensure continuity of care upon release. This will be accomplished by developing and implementing treatment plans to address various social barriers such as housing, employment and income, referrals for counseling and mental health treatment, substance abuse treatment services and any other social service needs identified.
- Provide crisis intervention for non-violent inmates in emotional distress.
- Complete and submit reports with recommendations for treatment as required by the judicial system.
- Attend court proceedings as needed.
- Maintain accurate and up-to-date client records.
- Maintain daily and monthly statistics on client contacts, demographic data and information necessary to evaluate the effectiveness of the program.
- Attend staff meetings, multi-disciplinary team meetings and community meetings as needed.
- Serve as the liaison between institutional staff, departmental and county officials regarding policy and procedures as related to the social work program.
- All other duties as assigned.

Relationships

- Reports to: Sheriff, District Attorney, County Commission
- Subordinate staff: Interns
- Internal contacts: Inmates, Jail staff
- External contacts: Various Social Service Resource Providers

Statements included in this description are not to be interpreted as being all inclusive.

The employee may be assigned other duties that are not specifically included.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County partners with Tennessee Valley Authority (TVA) to assure the health and safety of the public in the unlikely event of a radiological emergency; and

WHEREAS, an agreement has been developed to detail the responsibilities and obligations of both parties in this partnership.

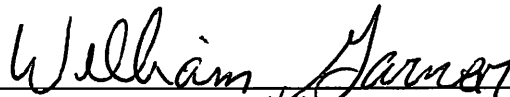
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission authorizes Lauderdale County to enter into an agreement with Tennessee Valley Authority for Radiological Emergency Preparedness Funding. Agreement is herein attached and made part of these minutes.

Done this the 9th day of September, 2024.

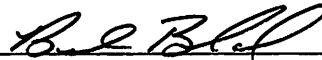
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

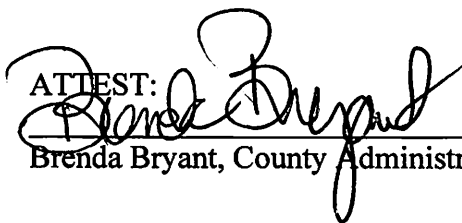


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**AGREEMENT BETWEEN
TENNESSEE VALLEY AUTHORITY
AND
LAUDERDALE COUNTY, ALABAMA
FOR
RADIOLOGICAL EMERGENCY PREPAREDNESS FUNDING**

THIS AGREEMENT is made and entered into as of October 1, 2024 (the "Effective Date"), by and between Tennessee Valley Authority (TVA) and Lauderdale County, Alabama ("County"). TVA and County are "parties," and each is a "party" to this Agreement.

WITNESSETH:

WHEREAS, TVA is the owner and licensed operator of Units 1, 2, and 3 of the Browns Ferry Nuclear Plant, federally licensed nuclear facilities located in Limestone County, Alabama ("BFN") and

WHEREAS, advance planning is necessary to assure that the health and safety of the public will be protected in the unlikely event of a radiological emergency associated with the operation of BFN; and

WHEREAS, TVA has developed a BFN Emergency Plan so that in the unlikely event of a radiological emergency, appropriate federal, state and local government officials are notified and appropriate monitoring and onsite measures are taken to protect the public; and

WHEREAS, County is responsible for the health, safety, security and welfare of its citizens; and

WHEREAS, local governments have the responsibility to develop and maintain effective response capability to support emergency actions, and

WHEREAS, County has the overall responsibility for emergency preparedness and local response in County concerning an incident at BFN; and

WHEREAS, County is responsible for coordinating and for submitting to Alabama Emergency Management Agency ("AEMA") changes to the Radiological Emergency Plan/Program ("REP") for County and for annually certifying REP reasonable assurance to AEMA; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has been designated by the President of the United States of America to take the lead in offsite radiological emergency planning and response and to review and assess state and local plans for reasonable assurance and adequacy; and

WHEREAS, the Nuclear Regulatory Commission ("NRC") will review the FEMA findings and determinations on the adequacy and capability of implementation of state and local plans and make decisions with regard to the overall (onsite and offsite) state of emergency preparedness, and

WHEREAS, NRC has adopted a regulation requiring that REPs meeting the FEMA-NRC criteria of NUREG-0654/FEMA REP-1 be implemented and maintained; and

WHEREAS, County has prepared a REP for radiological emergencies associated with the operation of Browns Ferry Nuclear Plant; and

WHEREAS, maintaining the BFN REP in accordance with the FEMA-NRC criteria and participating in exercises as required by NRC and FEMA regulations requires resources and results in costs (hereinafter referred to as "incremental costs") above and beyond those which would be required and incurred by County solely to meet its statutory duties to protect public health and safety; and

WHEREAS, TVA, has previously provided County with some of the funds necessary to meet the incremental cost of implementing a REP which sufficiently complies with the applicable regulations and related guidelines of the NRC so as to avoid an ordered shutdown of BFN's Units; and

WHEREAS, the State and local governments have completed development and implementation of a REP but must continue to maintain the REP current and periodically participate in REP exercises and drills to sufficiently comply with the applicable regulations and guidelines related thereto, for FEMA and the NRC; and

WHEREAS, TVA has agreed to pay to County the funds specified herein which shall constitute TVA's total responsibility for the incremental costs incurred by County in performing the obligations hereunder; and

WHEREAS, the parties intend that this Agreement will supersede and replace the prior agreement Between TVA and AEMA and Lauderdale County, Alabama, and will provide sufficient funds for meeting the County's incremental costs associated with maintaining the REP for BFN, to comply sufficiently with applicable regulations and related guidelines of FEMA and the NRC;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants hereinafter set forth, the parties agree as follows:

1. TERM AND TERMINATION OF PRIOR AGREEMENTS

The term of this Agreement begins on the Effective Date and will terminate five years ("Contract Years") thereafter. This Agreement shall automatically renew for successive terms of one (1) Contract Year unless terminated by either party by giving written notice to the other party at least thirty (30) days prior to the end of the then-current term. Each Contract Year shall commence on October 1 and shall end on September 30 of the succeeding year. In the event of termination of this Agreement for any reason, County shall refund to the TVA all unobligated and unexpended funds at the end of the then-current term, or upon the termination date, whichever is earlier.

2. RESPONSIBILITIES OF COUNTY

- 2.1** County shall maintain, coordinating with AEMA and appropriate agencies and political subdivisions, County REPs (offsite contingency plans) for BFN in accordance with Applicable Laws (defined for purposes of this Agreement as all federal, State of Alabama, and Alabama regional, local, county, or municipal laws, regulations, policies and procedures that affect or govern the TVA nuclear facilities within the State of Alabama, and those services, material or equipment to be provided, supplied or used in connection with this Agreement), and criteria established by FEMA and the NRC. In performing this task, County shall be responsible for assuring the performance of all necessary related County activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support.
- 2.2** Each County agency shall participate, in annual BFN Emergency exercises, as required by Applicable Laws, to maintain FEMA approval of the County and state BFN REP Annex. County is responsible for assuring the performance of all necessary and related County activities, including without limitation, staffing, planning, and coordination with local governments, administration, and logistical support, as stated in Exhibit B (Performance Tasks) to this Agreement.
- 2.3** County may utilize Equipment Account funds (as designated in Exhibit A) for routine in-kind replacement or repair of the REP equipment previously funded by TVA, if such equipment is no longer serviceable due to age, REP usage, or is in need of minor repair. In recognition of the benefits that County receives from non-REP usage of said equipment, County will use Equipment Account funds, County funds and other available funds, as necessary, to replace REP equipment. County shall obtain prior approval from the TVA for any other expenditure of Equipment Account funds. TVA may require that the County make such approval requests in writing and provide the following information:
- (a)** Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds that will be used, (3) state the total cost of the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the equipment, and (6) state County's timetable for committing its own funding, if any.
 - (b)** To enable TVA to thoroughly evaluate such written request, County shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.
- 2.4** (a) County must submit a written request to TVA for any additional funds, for a specific Contract Year, which are not specified and allocated in Exhibit A for that Contract Year. County may submit such a request during any Contract Year in which County determines that it is necessary to request one-time additional

funding for non-recurring exceptional needs necessary for REP program maintenance, or for the purchase of additional equipment that it will use to support REP maintenance activities and REP emergency operations.

- (b) Each such written request shall clearly and in detail (1) describe the purpose for which the requested funds will be used, (2) state the amount of funds requested, (3) state the total cost of the project to be undertaken or the equipment to be purchased, (4) describe the reason such undertaking or equipment is necessary for maintaining REP activities and REP emergency operations, (5) state the source and amount of any other funds to be used for the project or equipment, and (6) state the County's timetable for committing its own funding, if any.**
- (c) To enable TVA to thoroughly evaluate such written request, County shall furnish to the TVA such additional substantiating documentation and information concerning the use of the requested funds as TVA may request.**
- (d) All funds provided to County under Section 2.4 shall be used strictly for the purposes stated in the request for funds submitted pursuant to Section 2.4(a) above. Any such funds furnished by TVA which are not expended by County for such purposes shall be promptly refunded to TVA.**
- (e) TVA reserves the right to set forth special terms and conditions in connection with its provision of funds under Section 2.4.**

2.5 The funds provided to County under this Agreement augment local emergency preparedness activities, specifically reimburse REP expenses, and do not replace or substitute for the County's current or past budget expenses (whether allocated for local emergency preparedness activities or sub-agencies, or otherwise). These funds shall not affect present or future budget requirements that the County normally allocates for local emergency preparedness activities.

3. RESPONSIBILITIES OF TVA

- 3.1 TVA will fund the County quarterly during each Contract Year by reimbursing County on a lump-sum, fixed amount basis, for actual funds that County has spent in direct implementation of and compliance with this Agreement. Both parties understand that this Agreement is not a "cost-reimbursable" contract, and TVA does not represent or guaranty that its reimbursements to County will cover all County costs related to this Agreement. County shall utilize the funds provided by TVA only to reimburse the incremental expenses described in Exhibit A (REP Funding Support) hereto. County must accrue unexpended TVA funds in each Exhibit A category from Contract Year to Contract Year. None of the funds provided by TVA to County hereunder may be utilized to pay all or any part of the salary of any County official.**
- 3.2 Upon receiving a written request from County, and all necessary information from County supporting such request, under either Section 2.3 or Section 2.4, above, TVA will evaluate and submit a written response to County within a reasonable time of TVA's receipt of such**

request.

- 3.3** TVA will comply with Applicable Laws governing its funding to County and management of the BFN REPs, consistent with this Agreement.

4. USE OF EQUIPMENT

- 4.1** Any equipment purchased with Equipment Account funds or supplemental funds furnished hereunder shall be used in support of REP maintenance activities and REP emergency operations. Unless otherwise indicated by the TVA in writing, County may use such equipment for purposes other than REP support, only if County ensures that such use does not interfere with the timely availability of the equipment for REP support and does not expose the equipment to unusual or excessive wear and tear. County agrees to promptly report and replace or repair at its own expense any such equipment that is damaged or lost during, or as the result of, such non-REP related use.
- 4.2** County is responsible for maintaining any equipment purchased with TVA funds furnished under this Agreement in good working order at all times.
- 4.3** In the event this Agreement is terminated for any reason, County shall, with respect to any equipment purchased hereunder that has a remaining useful life at the time of termination, continue to use such equipment in support of REP maintenance activities and REP emergency operations and comply with the provisions of Paragraphs 4.1 and 4.2 above for the remaining useful life of such equipment.
- 4.4** Equipment that was purchased with funds provided by TVA under the Agreement between Alabama Emergency Management Agency and Lauderdale County, Alabama dated as of October 1, 2011, which had a remaining useful life at the time of termination of said agreement, shall be deemed to be equipment purchased with funds furnished hereunder for purposes of this Agreement.

5. DISCLAIMER

TVA makes no warranties or representations whatsoever, either express or implied, to County or to any third party as to the condition, safety, reliability or adaptability of any equipment to be purchased in whole or in part with funds provided under this Agreement, for use in County's emergency management activities. The parties agree that TVA shall have no control over, or authority, responsibility, or liability for, the procurement, use or operation of any such equipment.

6. RELATIONSHIP OF PARTIES

No person performing services under this Agreement (other than a person directly employed by TVA) shall be considered as an agent or employee of TVA unless specifically designated by TVA in writing as an agent. TVA is not liable and disclaims any liability to County, or any agency thereof, or to any third party for damages to property, both real and personal, or personal injury (including death) which might arise out of or be in any way connected with any act or omission related to performance of this

Agreement, on the part of any person not directly employed by TVA or designated by TVA in writing as an agent. Neither party is an agent of the other party for any purpose under this Agreement. In no event shall this Agreement be construed to confer any benefits or rights or any third parties.

7. RECORDS AND AUDIT RIGHTS

County agrees to receive and manage, in accordance with generally accepted accounting procedures, The funds advanced by TVA under this Agreement. A separate funding account, in County accounting records, shall be maintained for the receipt and disbursement of such funds. The County and its subcontractors shall preserve and make available their records for a period of three (3) years from the date of its completion of the performance tasks set forth in this Agreement and its Exhibits and Appendices; provided, however, that such records which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or to which exception has been taken by TVA, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of. TVA (or its designated representatives) shall have the right to examine and audit all books, records, vouchers, and accounts of County that pertain to the receipt, disbursement, and use of the sums advanced pursuant to this Agreement. Any such examination or audits shall be conducted during regular business hours and, to the extent possible, with reasonable advance notice.

8. ASSIGNMENT

Neither party will assign this Agreement to any third party, without the prior written consent of the other party.

9. LIMITATIONS OF LIABILITY

By entering into this Agreement, neither party, nor its agents or employees, assume any liability, obligation or duty (in tort, contract, strict liability, or otherwise) to the other party or any third party (or their subcontractors) for damages to property (real or personal) or personal injuries (including death), arising out of such parties' acts or omissions in connection with the performance of this Agreement.

10. TERMINATION AND MODIFICATION

10.1 TVA may terminate this Agreement upon written notice to County in the event: (1) of a change in Applicable Laws that authorizes or provides for alternative funding for the REP purposes set forth herein; (2) BFN ceases licensed operations, or (3) the direct supervision of County's emergency management agency is transferred or delegated from the Lauderdale County Commission to another state or local government agency. In the event of termination under this Section, County shall refund to TVA within sixty (60) days of such termination all of the funds furnished hereunder which are unexpended as of the date the notice of termination was given by TVA.

10.2 In the event of significant change in FEMA or NRC REP requirements, County and TVA shall review the impact of any such change upon this Agreement and shall mutually determine, on the basis of such review, what actions are necessary by either or both parties to maintain compliance with Applicable Laws. In the event of a drastic and sudden increase in the inflation rate (as measured by the percentage change in the twelve month Bureau of Labor Statistics Consumer Price Index for all urban consumers) or in any of the non-salary categories listed on Exhibit A, which increase(s) would cause quantifiable financial hardship to County, TVA and County agree to review Exhibit A and make appropriate modifications thereto, as an amendment to this Agreement. However, neither party is required to agree to such an amendment.

11. ADMINISTRATION OF THIS AGREEMENT

In all matters relating to this Agreement, TVA's Senior Manager of Emergency Preparedness or his designee shall act for TVA, and the Chairman, Lauderdale County Commission or his designee shall act for County.

12. WAIVER OF BREACH

The waiver by TVA of a breach of any provision of this Agreement by County shall not operate or be construed as a waiver of any other or subsequent breach by County.

13. ENTIRE AGREEMENT

This instrument contains the entire Agreement and understanding between the parties and there are no oral understandings, terms or conditions not herein recited. No party has relied upon any representation, either expressed or implied, not contained in this Agreement. All prior understandings, terms and conditions relating to requests by County for funding relating to the maintenance of REPs are deemed to be merged in this Agreement. Any changes to this Agreement must be made in writing and executed by duly authorized representatives of both parties.

14. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with U.S. federal law, provided that, if federal law states no rule of decision for a particular matter or dispute, the laws of the State of Alabama will govern, without giving effect to Alabama's conflicts of law rules. Jurisdiction and venue for any dispute arising under or related to this Agreement properly will lie in the U.S. District Court for the Northern District of Alabama. Both parties waive any objection to that court's jurisdiction or venue therein.

15. SEVERABILITY

The unenforceability or invalidity of any particular provision of this Agreement shall not affect its other provision, and to the extent necessary to give such other provisions effect, they shall be deemed severable.

Authorized representatives of TVA and Lauderdale County hereby execute this Contract, and as of the date of latest Signature, below (the "Effective Date"), bind both parties to the terms of this Contract:

TENNESSEE VALLEY AUTHORITY		LAUDERDALE COUNTY	
By (Signature):	Digitally signed by	By (Signature):	<i>Danny Pettus</i>
Print Name:	Berkowitz, Amanda Kaye	Print Name:	Danny Pettus
Title:	Date:	Title:	Date:
Amanda Kaye	2024.10.01 08:09:43	Chairman, Lauderdale County Commission	9-9-24
Date:	-04'00'	Date:	

EXHIBIT A

LAUDERDALE COUNTY RADIOLOGICAL EMERGENCY PLAN/PROGRAM (REP) FUNDING SUPPORT

	FY2025	FY2026	FY2027	FY2028	FY2029
Salary	\$88,872	\$92,427	\$96,124	\$99,969	\$103,968
Additional Benefits	\$30,102	\$31,306	\$32,558	\$33,860	\$35,215
Travel	\$12,436	\$12,934	\$13,451	\$13,989	\$14,548
Equipment Replacement & Repair	\$18,720	\$19,469	\$20,248	\$21,057	\$21,900
Generator Maintenance, Repair, Fuel	\$3,120	\$3,245	\$3,375	\$3,510	\$3,650
Vehicle Maintenance, Repair & Fuel	\$14,669	\$15,256	\$15,866	\$16,501	\$17,161
Communications Services	\$19,829	\$20,622	\$21,477	\$22,305	\$23,197
Utilities	\$8,112	\$8,436	\$8,774	\$9,125	\$9,490
Rentals & Leases	\$3,900	\$4,056	\$4,218	\$4,387	\$4,562
Exercise & Training	\$3,130	\$3,255	\$3,385	\$3,521	\$3,662
Office Operations	\$1,352	\$1,406	\$1,462	\$1,521	\$1,582
TOTAL	\$204,242	\$212,412	\$220,938	\$229,745	\$238,935
GRAND TOTAL	\$204,242	\$212,412	\$220,938	\$229,745	\$238,935

EXHIBIT B: PERFORMANCE TASKS

1. SCOPE OF SERVICES

A. County will cooperate in a TVA's operation and maintenance of the REPs for BFN, and SQN in compliance with Applicable Laws and the requirements established by the NRC and FEMA.

B. County will perform the tasks described in Appendix 1 to this Exhibit B, in support of its obligations under the Agreement and this Exhibit B.

C. Sections 2.3 and 4 of the Agreement, and in specific circumstances, Appendix 1, Section 14 govern the purchase and replacement, and repair, of equipment necessary to support REP-related activities under this Agreement. County or (consistent with Applicable Laws) other appropriate state or local government agencies, will own all equipment purchased and used by County under this Agreement. All such equipment shall be available for use, on a priority basis, to support the REP plans for BFN and SQN; provided, however, that consistent with Section 4.1 of the Agreement, such equipment may be used for other emergency response purposes when not required to support the REP.

2. PERSONNEL

In compliance with Applicable Laws:

A. County will hire, train, and qualify all personnel that perform REP-related services under this Agreement.

B. County shall maintain a record of qualifications and experience for all personnel that perform REP-related services under this Agreement. Upon TVA's written request, the County shall make such personnel records available to TVA.

C. County shall encourage effective communication among the State of Alabama, affected State of Alabama and local agencies, and the other Alabama counties affected by the BFN REP. The County shall maintain fixed nuclear plant personnel staffing at levels necessary to effectively uphold offsite REPs requirements. The County will ensure that these personnel will remain available and responsive to support the TVA REPs as necessary to comply with this Agreement, or as reasonably requested by TVA.

3. PERFORMANCE STANDARDS

A. County is responsible for the performance or ensuring the performance (by any other local government emergency preparedness organization, or County's or such other agencies' subcontractors) of all tasks listed in Appendix 1 to this Exhibit B, in compliance prevailing emergency preparedness (performance) standards. County is responsible for assessing and (as required by this Agreement) reporting on task performance progress its

personnel, other agencies' personnel, and subcontractors to County or such other agencies. County remains responsible for its subcontractors' compliance with performance standards and this Agreement.

B. In the event the County or its subcontractors fail to perform in accordance with prevailing emergency preparedness professional (performance) standards, the County shall be responsible for re-performing or having such services re-performed at its cost. An REP-related deficiency identified by FEMA will not automatically constitute a failure to perform in accordance with prevailing professional standards. AEMA will notify the County with reasonable specificity within thirty (30) days after discovery of the County or its subcontractors', failure to make suitable progress upon or complete any task in accordance with prevailing professional (performance) standards and shall meet with TVA, AEMA, or ADPH to discuss and remedy the circumstances surrounding deficient performance.

4. **EQUAL OPPORTUNITY COMPLIANCE**

The County shall comply with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and TVA regulations thereunder issued at 18 C.F.R. pts. 1302, 1307, and 1309, the provisions of which, and all future amendments of such statutes and regulations, are incorporated by reference as a part of this Agreement. In carrying out its obligations under this section, the County shall comply with the provisions of Appendix 2 to this Exhibit B, which is an integral part of this Agreement. The County shall make the information set out in Appendix 2 available in a form accessible to persons who do not understand English, including the visually impaired, in a manner to be determined by AEMA, ADPH and TVA.

5. **RECORDKEEPING**

The County and its subcontractors shall keep accurate records in sufficient detail to allow verification of progress and completion of the performance tasks described in Appendix 1, and enable TVA to audit such records, consistent with Section 7 of the Agreement.

6. **REPORTING REQUIREMENTS**

County shall submit three quarterly and a final progress report to TVA during each Contract Year of this Agreement. The County shall submit individual quarterly reports within thirty (30) days after the completion of each of the first three quarters of the Contract Year detailing the progress and/or completion status of each task listed in Appendix 1 of this Exhibit B. The County will submit its final annual report to TVA within thirty (30) days of the end of the Contract Year and summarize in such report the completion of each task performed during the prior Contract Year.

APPENDIX 1

PERFORMANCE TASKS

- 1. The County will assist AEMA and ADPH in maintaining the Radiological Emergency Annex to the State Emergency Operations Plan (EOP) Response Plan for Nuclear Power Plants for BFN and Sequoyah (SQN) Nuclear Plants and cooperate to operate and maintain a quality REP Annex, in compliance with Applicable Laws, and Nuclear Regulatory Commission (NRC) and Federal Emergency Management Agency (FEMA) guidance, applicable to offsite radiological emergency preparedness (REP) plans.**
 - A. The County will ensure that current (or above) REP plan effectiveness levels are maintained in all REP Annex and program areas.**
 - B. The County will coordinate REP planning and operational activities with adjacent or other States and Federal agencies as necessary. The County will provide REP-related information and necessary copies of the REP Annex to TVA and to State and Federal agencies as necessary.**
 - C. The County will annually assist AEMA and ADPH in a review of the REP Annex and SOGs with appropriate State, county and independent agencies to ensure that a coordinated response will be made to plan changes and lessons learned during the fiscal year, this includes implementing appropriate portions of the updated Evacuation Time Estimate study. They will annually review and maintain necessary letters of agreements for support of the REP.**
 - D. The County will ensure that organizational tasks and procedures are current, in accordance with FEMA established/acceptable guidance, and that consistency exists among State and county agencies.**
 - E. The County will annually assist AEMA in a review and evaluate changes in site proximity hazards and demography to determine their effects on the safety of TVA nuclear plants. Review will include changes in population distribution or in industrial, military, or transportation hazards.**
 - F. The County will maintain a close liaison with TVA and AEMA REP staff to ensure they are aware of REP Annex changes and that State, County and TVA plans are synchronized.**
 - G. The County (in cooperation with the Alabama Emergency Management Agency (AEMA) and Alabama Department of Public Health (ADPH) will update, publish and distribute changes to the REP Annex or applicable SOGs, as needed. Identified changes shall be updated and distributed at least annually.**

- 2. The affected county agencies/organizations will participate in REP exercises and drills on an annual basis in accordance with the REP Annex. In addition, to the extent requested by TVA, each will participate in dress rehearsals for FEMA graded exercises and the annual FEMA non-graded dress rehearsal and exercise, to include participation of the counties, SEOC, CECC, JIC, SRMAC, field monitoring teams and laboratory facilities. Participation shall be of the nature and quality to amply demonstrate the capability of protecting the health and safety of the public in accordance with established FEMA and NRC exercise evaluation processes.**

 - A. The County will cooperate with and provide information to TVA and other agencies as needed to Facilitatee exercise planning and development, including exercise objectives, on-site scenario needs, and off-site scenario packages. The County shall conduct pre-exercise and drill checks to ensure exercise readiness.**
 - B. The County will ensure that all phases of the TVA off-site REP are successfully demonstrated in the required cycle.**
 - C. The County will work with AEMA and FEMA for exercise coordination, scheduling, review, evaluation, and necessary resolutions.**
 - D. During State and/or local participation in dress rehearsals and exercises, the County will provide timely official public information on offsite matters from the TVA/State/local Joint Information Center located in Decatur.**
 - E. The County will work with AEMA and ADPH to ensure that REP responsibilities during exercises are sufficiently carried out in order to achieve all established exercises objectives.**
 - F. The County will perform appropriate training, procedural adjustments, exercises, and drills as needed to correct evaluation items noted as deficient or requiring any corrective action.**
 - G. Following each dress rehearsal and exercise, the County, in conjunction with involved State and local agencies, will prepare and implement an exercise evaluation report/action plan to record lessons learned and direct actions to improve response in future exercises or emergencies. The report will be distributed to TVA and appropriate State and/or local agencies.**
- 3. The County will maintain annual training of personnel necessary for staffing positions or functions identified in County Plan which is part of the REP Annex, to include local government employees/officials, and volunteers. The County will also ensure that REP planners, local Public Information Officers, exercise controller and evaluators, emergency medical services and facility personnel, emergency workers, and others as needed are adequately trained. Training activities will be coordinated with ADPH, AEMA, and TVA REP personnel.**

 - A. ADPH will develop and maintain lesson plans and/or instruction material for annual emergency worker and other necessary REP related training.**

- B. The County EMA's shall offer required REP training and recruit as necessary to ensure the existence of adequate REP capabilities within each affected local agency or support group, to include volunteers.
 - C. The County EMA's will conduct annual training of personnel necessary for staffing positions or functions required in the REP Annex and/or SOG's. The County will meet semiannually with school officials to review notifications, evacuation, reception, and other REP procedures.
 - D. The County will maintain detailed records of REP related training for necessary documentation.
4. The County will ensure that it and other State or local REP support agencies will provide public information/educational support and programmatic REP support for BFN and SQN.
- A. The County will annually assist AEMA and TVA in the coordination, writing and review of the Public Information material (calendar or brochure) provided in support of the public information and/or education effort, including the review of evacuation routes, signs, confirming/updating street or road identification, accuracy of emergency planning information, and other information as necessary. The county will also review the Special Needs Questionnaire, which will be received from AEMA for their planning and use during a REP emergency.
 - B. The County will annually coordinate with necessary State and local agencies to ensure that agriculture information pertaining to crop and livestock protection can be rapidly disseminated to the counties in the plume and ingestion pathway Emergency Planning Zones (EPZs) as necessary. The County will annually review existing agriculture brochure/information and coordinate necessary revisions as required.
 - C. The County shall annually review and rewrite as necessary procedures for public information and education. The County will annually coordinate with necessary State and local agencies to assess whether tourist information pertaining to a radiological emergency should be disseminated to the counties in the plume pathway EPZ as necessary.
 - D. The County will annually participate in the media training conducted by TVA to acquaint the news media with emergency information concerning TVA's nuclear plants.
 - E. The County will maintain an Emergency Alert System capability necessary for timely and accurate emergency notifications and emergency information as necessary to inform the public in the event of a radiological emergency. An annual review of the system will be performed, and updates shall be made as necessary.
 - F. The County will participate in the coordination and review process for the TVA update of REP maps utilized in support of the REP.

- G. **The County representatives will participate in quarterly (and other meetings as requested) planning, coordination, and enhanced communication meetings with TVA.**
 - H. **The County will prepare and maintain current emergency communication directories for the REP plans. The County will coordinate and provide AEMA, ADPH, and TVA with local contacts necessary to ensure effective communications during an emergency. This shall include current telephone numbers (requires quarterly update), initial notification procedures, key local officials, and any special contact arrangements. The County will assist TVA in the quarterly review and update of the TVA Emergency Notification Directory.**
5. **The County will provide an operational radiological protection system in accordance with the REP Annex and NRC/FEMA requirements for the effective radiological support of the TVA REP plan.**
- A. **ADPH will ensure that cyclic calibration and repair of radiation protection devices are maintained in the appropriate locations as required for REP purposes for the control of radiological exposure during a radiological emergency. If a radiological protection device cannot be easily repaired or calibrated by ADPH, it will be the responsibility of the county or state agency to repair or replace the affected device.**
 - B. **The County will provide, maintain, and administer the equipment and supplies necessary for controlling radiological exposure during an emergency, including shelter kits, emergency services kits, decontamination supplies, TLDs, and other supplies required by the REP Annex.**
 - C. **The County will coordinate the placement and utilization of dosimeters, survey instruments, thermos luminescent dosimeters (TLDs), and potassium iodide (KI). ADPH will coordinate with the County EMAs the make and model, and total number of radiation protection devices required for REP purposes.**
 - D. **The County and ADPH will coordinate the issuance, recovery, and exchange of TLDs and KI in a timely manner.**
6. **ADPH, with implementation assistance from AEMA and the Affected County EMA, will act as the primary point of contact for coordination and consistency of all State and local SOPs pertaining to radiological matters.**
- A. **ADPH (with the Affected County EMA assistance) will maintain the capability to perform independent accident assessment and protective action decision-making processes.**
 - B. **ADPH (with AEMA and the Affected County EMA assistance) will evaluate recovery/reentry procedures and SOGs related to TVA's REP plan.**

- C. **ADPH (and the Affected County EMA assistance) will maintain the capability to verify offsite predicted doses by radiological field monitoring.**
 - D. **ADPH will maintain the capability to evaluate the ingestion pathway hazard and to issue orders for which AEMA, the Affected County EMA, and other necessary State and/or county agencies will implement protective actions to minimize the potential hazard associated with contaminated food products and water in the areas surrounding BFN.**
- 7. The County will ensure an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements for the effective communication support of the TVA REP plan. The County will ensure the operational system of communication within ADPH.**
- A. **To the extent required to maintain an operational system of communication in accordance with the REP Annex and NRC/FEMA requirements, The County will maintain their agency's inventory of communication equipment purchased by TVA for emergency response purposes within the BFN affected counties. The County will maintain a 24-hour manned communications center for nuclear plant emergencies.**
 - B. **The County will continue to maintain a Repair Program for the repair/maintenance of items used by the affected counties in direct support of the REP, and purchased by TVA funds.**
 - C. **Lawrence, Lauderdale, Limestone, Madison, and Morgan County EMAs will maintain current and/or necessary (local maintained) REP telephone circuits (including applicable telecopy lines) and other communication capabilities in their respective county.**
 - D. **The County will, at least weekly, test emergency REP communications among the State, local agencies, and TVA, including any backup systems. They will report communication malfunctions to TVA for equipment maintained by TVA.**
- 8. The County will monitor, test and operate the Prompt Notification System (PNS) sirens and tone alert radios in accordance with TVA-approved procedures. Testing will include any activity necessary to conduct FEMA/NRC/TVA or other needed tests.**
- 9. The County will install and maintain evacuation route signs for BFN in cooperation with TVA, State Department of Transportation, and county EMA and road departments. The County's responsibilities will include quarterly reviews and replacement/repair of lost or damaged signs, and the addition of signs as necessary. AEMA will provide assistance and coordination with Lawrence, Limestone, Lauderdale, and Morgan Counties regarding the fabrication and purchase of evacuation route signs for BFN in cooperation with TVA, Alabama Department of Transportation, and County EMAs.**
- 10. The County will coordinate with State and/or local agencies and localities to provide for the use of facilities for the offsite support of BFN and SQN, e.g. schools, local hospitals, shelters, etc.**

11. **ADPH will maintain primary and backup hospital arrangements in support of the TVA REP plan and conduct radiological medical training and drills as necessary. The County shall support as necessary.**
12. **The County will annually review the TVA Emergency Action Levels for BFN, providing TVA with a written report following the review.**
13. **The County will review and comment on FEMA or other REP requirements and proposed changes as necessary.**
14. **TVA may provide funds under this Agreement for use by the County in order to assist in the repair/replacement of equipment previously purchased with TVA funds (or provided directly by TVA) for the support of TVA's REP program, consistent with Section 2.4 and Section 4 of the Agreement.**
15. **The County will maintain and annually provide to TVA (upon submittal of the final FY report) a complete inventory of equipment purchased by the County with TVA funds (or provided to the agencies by TVA) in support of TVA's REP plans.**
 - a. **The County must provide periodic written reports to TVA in compliance with Section 6 of Exhibit B.**

APPENDIX 2

EQUAL OPPORTUNITY STATEMENT

Unless otherwise approved by TVA's Equal Opportunity Staff, County shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the REP program, including, where TVA deems appropriate, notices posted by County:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Action of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1974, and applicable TVA regulations at 18 C.F.R. pts. 1302, 1307, and 1309, no person shall on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to the Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission desires to maintain adequate equipment for all county departments, and the Lauderdale County Emergency Management Agency would like to purchase a Ford F150 for fifty-one thousand seven hundred ninety-seven dollars; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the purchase of this Ford F150 from Stivers Ford Lincoln in Birmingham, AL for fifty-one thousand seven hundred ninety-seven dollars; and

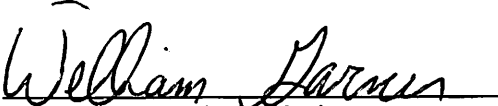
BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman




Roger Garner, Commissioner



Brad Black, Commissioner

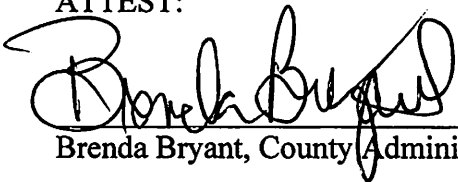


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

2024 FORD F150 SUPERCREW 4x4 PICKUP -- STATE CONTRACT T191

CONTRACT NUMBER: MA220000003128-15

CONTRACT AMOUNT: \$42,810

INCLUDES: 2.7L EcoBoost V6 Engine, 10-Spd Auto, 4x4, 145" Wheelbase, 5.5' Bed, Class IV Trailer Hitch w/ 4/7 Pin Connector, Power Windows, Power Door Locks w/ Integrated Key Transmitter Keyless Entry, Power Tailgate Lock, Cruise Control, Black Vinyl Flooring, 17" Silver Steel Wheels, Ford Co-Pilot 360 2.0, 36 Gallon Fuel Tank

EQUIPMENT GROUP OPTIONS

W1L	101A XL Equipment Group (Base Equipment Group on Contract)	\$ 42,810	<input checked="" type="checkbox"/>
W2L	201A STX - FX4 Equipment Group: STX w/ 18" Black Aluminum Wheels, LT265/70R18C All Terrain Tires, E-Locking Rear Axle, Off-Road Tuned Front Shock Absorbers, Monotube Rear Shocks, Hill Descent Control, 6" Black Running Boards, Skid Plates: Fuel Tank, Transfer Case, & Front Diff, Dual Exhaust w/ Black Tips.	\$ 6,487	<input checked="" type="checkbox"/>

EXTERIOR COLOR OPTIONS:

UM Agate Black

INTERIOR OPTIONS:

8B Unique Sport Cloth 40/Console/40 - Black/Bronze (Only Choice for STX FX4 201A) \$ -

DRIVE TRAIN OPTIONS:

995 5.0L V8 Engine \$ 1,370

XL3 3.31 Electronic Locking Axle \$ -

OPTIONS:

50M Mobile Office Package - Optional on STX & XLT 301A/302A. Includes Console Work Surface & 400 Watt Outlets in Cab & Bed. \$ 535

SL1 Spray In Bedliner \$ 595

DELIVERY: State Contract Provisions for \$2.00 / mile one-way

TOTAL VEHICLE (Required) \$ 51,797

Customer:

Contact:

PURCHASE ORDER NUMBER: (Required)

QUANTITY 30 Available

<u>Order#</u>	<u>VIN</u>	<u>Order#</u>	<u>VIN</u>	<u>Order#</u>	<u>VIN</u>
J744	RFA50442	J754	RFA52497	J764	RFA64804
J745	RFA52565	J755	RFA52567	J765	RFA67784
J746	RFA53743	J756	RFA52487	J766	RFA67633
J747	RFA51980	J757	RFA51958	J767	RFA67635
J748	RFA52708	J758	RFA52593	J768	RFA65504
J749	RFA52949	J759	RFA51978	J769	RFA64426

STATE OF ALABAMA §

LAUDERDALE COUNTY §


RESOLUTION

WHEREAS, the contracts for Lauderdale County Engineer, Eric Hill, and Lauderdale County Assistant Engineer, David Abernathy, are up for renewal October 1st, 2024, and will be a five-year contract for both parties, and

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the Employment Contracts which are included herein and made a part of this resolution.

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

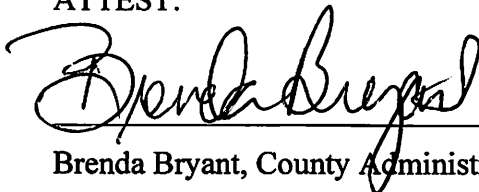


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:


Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

EMPLOYMENT CONTRACT

This agreement entered into this ___ 1st ___ day of ___ October _____, 2024, between the LAUDERDALE COUNTY COMMISSION, hereinafter referred to as the “employer” and Eric Hill, hereinafter referred to as the “employee”.

TERM OF EMPLOYMENT

The employer hereby employs the employee and the employee herein accepts employment with the employer for a period of five (5) years, beginning on the 1st day of October, 2024, except that this agreement may be terminated by either party at an earlier date as hereinafter provided.

DUTIES OF EMPLOYEE

The employee is hereby employed into the position of County Engineer of Lauderdale County, Alabama. The employee shall perform all duties commonly discharged by the County Engineer. The duties of the employee may be changed from time to time by the mutual consent of the employer and the employee. Notwithstanding any such change, the employment of the employee shall be construed as continuing under this Agreement as modified.

COMPENSATION

The employee shall enter employment at a base pay of \$165,000.00. Compensation shall be payable in equal installments payable in the same manner County employees are paid, which will be consistent with the Lauderdale County bookkeeping system and prorated for any partial employment period.

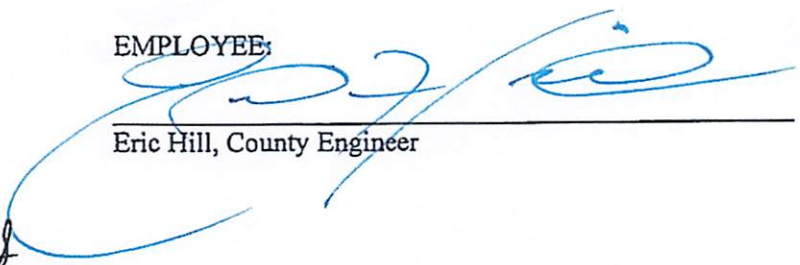
The employee shall be entitled to an annual increase in compensation equal to two and one-half percent (2 ½ %) of the previous year’s base compensation which shall include any state authorized increases for which the employee is qualified and in which the state will participate. If, for any reason, the annual salaries of county employees on the pay chart should be frozen, so shall the salary of the employee be frozen.

EMPLOYEE BENEFITS AND VACATION LEAVE

The employer agrees to include the employee in any and all hospital, surgical, dental and/or other medical benefit plan granted and given to any other County employees. Employee shall receive all benefits received by other County employees including sick leave, annual leave and holidays which are comparable to County employees of equal seniority.

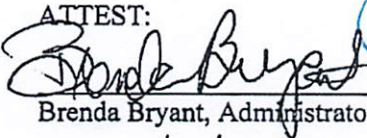
Date

EMPLOYEE:



Eric Hill, County Engineer

ATTEST:



Brenda Bryant, Administrator

Date

9/2/24

TERMINATION

This agreement may be terminated by either party giving ninety (90) days written notice of said termination to the employer or employee. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law, in equity or under this Agreement. Notice of termination shall be given in writing to either the County Administrator in the Office of the County Commission in the Government Building, 6th Floor, Florence, Alabama, or to the employee at the Engineer's Office at the Lauderdale County Road Department, Florence, Alabama.

LEGAL CONSTRUCTION


This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other portion thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Signed, sealed and delivered at the City of Florence, Lauderdale County, Alabama on the date the same bears with the intent to be legally sound.

EMPLOYER: LAUDERDALE COUNTY COMMISSION



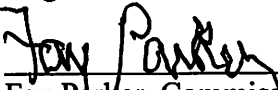
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

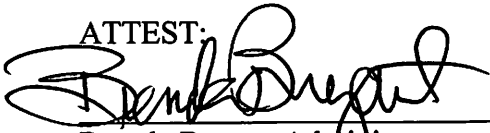


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, Administrator

9/8/24

STATE OF ALABAMA §

LAUDERDALE COUNTY §

EMPLOYMENT CONTRACT

This agreement entered into this 1_____ day of _____ October _____, 2024, between the LAUDERDALE COUNTY COMMISSION, hereinafter referred to as the “employer” and David Abernathy, hereinafter referred to as the “employee”.

TERM OF EMPLOYMENT

The employer hereby employs the employee and the employee herein accepts employment with the employer for a period of five (5) years, beginning on the 1st day of October, 2024, except that this agreement may be terminated by either party at an earlier date as hereinafter provided.

DUTIES OF EMPLOYEE

The employee is hereby employed into the position of Assistant County Engineer of Lauderdale County, Alabama. The employee shall perform all duties commonly discharged by the Assistant County Engineer. The duties of the employee may be changed from time to time by the mutual consent of the employer and the employee. Notwithstanding any such change, the employment of the employee shall be construed as continuing under this Agreement as modified.

COMPENSATION

The employee shall enter employment at a base pay of \$130,000.00. Compensation shall be payable in equal installments payable in the same manner County employees are paid, which will be consistent with the Lauderdale County bookkeeping system and prorated for any partial employment period.

The employee shall be entitled to an annual increase in compensation equal to two and one-half percent (2 ½ %) of the previous year’s base compensation which shall include any state authorized increases for which the employee is qualified and in which the state will participate. If, for any reason, the annual salaries of county employees on the pay chart should be frozen, so shall the salary of the employee be frozen.

EMPLOYEE BENEFITS AND VACATION LEAVE

The employer agrees to include the employee in any and all hospital, surgical, dental and/or other medical benefit plan granted and given to any other County employees. Employee shall receive all benefits received by other County employees including sick leave, annual leave and holidays which are comparable to County employees of equal seniority.

EMPLOYEE:

David 8 9/10/24
David Abernathy, Assistant County Engineer

ATTEST:

Brenda Bryant
Brenda Bryant, Administrator

9/9/24
Date

TERMINATION

This agreement may be terminated by either party giving ninety (90) days written notice of said termination to the employer or employee. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law, in equity or under this Agreement. Notice of termination shall be given in writing to either the County Administrator in the Office of the County Commission in the Government Building, 6th Floor, Florence, Alabama, or to the employee at the Engineer’s Office at the Lauderdale County Road Department, Florence, Alabama.

LEGAL CONSTRUCTION

This agreement shall be governed by and construed in accordance with the laws of the State of Alabama. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other portion thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Signed, sealed and delivered at the City of Florence, Lauderdale County, Alabama on the date the same bears with the intent to be legally sound.

EMPLOYER: LAUDERDALE COUNTY COMMISSION

Danny Pettus
Danny Pettus, Chairman

Brad Black
Brad Black, Commissioner

William Garner
Roger Garner, Commissioner

Fay Parker
Fay Parker, Commissioner

Joe Hackworth
Joe Hackworth, Commissioner

ATTEST:
Brenda Bryant
Brenda Bryant, Administrator

9/9/24
Date

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

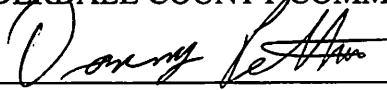
WHEREAS by the Lauderdale County Commission that the fiscal year 2025 Operating Budget for Lauderdale County in the amount of \$62,078,823 is herein adopted as presented; and

WHEREAS payroll updates in the fiscal year 2025 budget will be effective in the pay period beginning October 1st, 2024; and

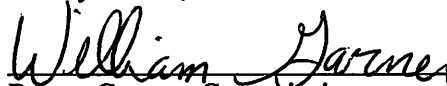
THEREFORE, BE IT RESOLVED that the budget and notes be made a part of this resolution and recorded in the minutes of this meeting.

Done this the 9th day of September, 2024.

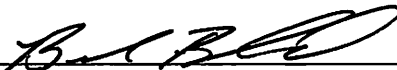
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



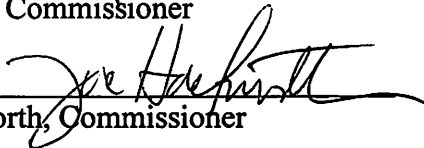
Roger Garner, Commissioner



Brad Black, Commissioner

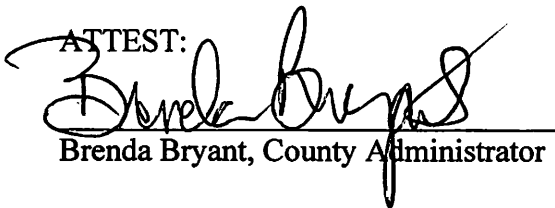


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



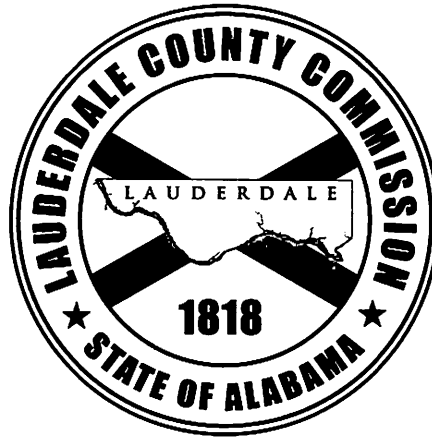
Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

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DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

September 9th, 2024

CHANGES IN EMPLOYEE PAY

1. The Lauderdale County Commission will have a new payroll system it will be call the 22 STEP Program and all Lauderdale County employee's will be part of this program with the exception of Contract employees and elected official will be on the same step program percentage pay increase. How this will work. This first year all employees will be placed on the 22 Step program by grade of job. After this first year each year the County Commissioners will decide on whether to give a step or will they just adjust the starting wages which will increase everyone raise at the same time.
2. County Commissioners will be on this same program and get a percent raise based on the step chart just like employee's.
3. This will not apply to contract workers or joint workers split between the City of Florence or the Board of Education.
4. The 22-step program will be attached to the 2024-2025 Budget packet with all the charts.
5. The vacation accrual total will be added twice yearly, after the initial waiting period. If the employee leaves employment they will not be paid any non -accrued vacation time.

Changes in fees for residents in Solid Waste

1. The Lauderdale County Solid Waste will increase the Lauderdale County residential trash pick-up from \$17.00 dollars to \$21.00 dollars. The new rate will increase starting October 1, 2024.

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Road Department estimated one million six hundred fifteen thousand in revenue to come from the sale of equipment in their fiscal year 2024 budget, and the equipment will not be sold in this fiscal year and the revenue will not be recognized; and

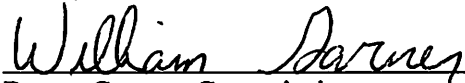
NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves a budget amendment for the transfer of one million six hundred fifteen thousand dollars from General Fund to Gasoline Tax Fund to be used as necessary.

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



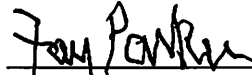
Danny Pettus, Chairman



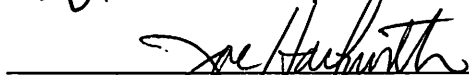
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

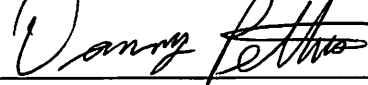
RESOLUTION

WHEREAS, the Lauderdale County Road Department has significantly overspent their budget for "Road Construction and Maintenance Supplies" for fiscal year 2024; and

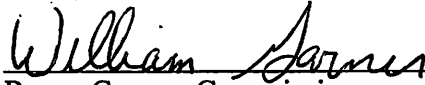
NOW THEREFORE IT BE RESOLVED, the Lauderdale County Commission approves a budget amendment in the amount of one hundred thousand dollars to cover Lauderdale County Road Department expenses.

Done this the 9th day of September, 2024.

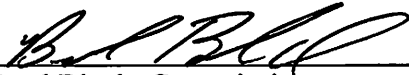
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



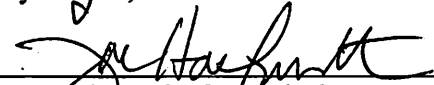
Roger Garner, Commissioner



Brad Black, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Road Department purchased a Wirtgen Soil Stabilizer which allows them to pave roads with a concrete mix to save money; and

NOW THEREFORE IT BE RESOLVED, the Lauderdale County Commission approves a budget amendment for hauling the concrete for the amount of one hundred twenty-five thousand dollars and purchasing concrete for ninety-two thousand dollars in order to start utilizing this equipment for fiscal year 2024.

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

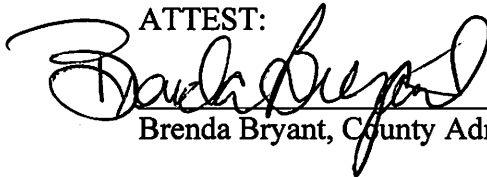


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §

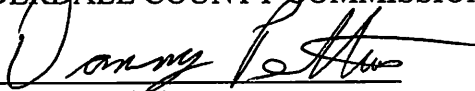
LAUDERDALE COUNTY §

RESOLUTION

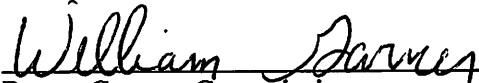
THEREFORE, BE IT RESOLVED, the Lauderdale County Commission agrees to send a letter of support concerning the West College Street Extension and Bridge Project to the Secretary of Transportation in Washington, DC. A copy of this letter will be attached to the meeting minutes.

Done this the 9th day of September, 2024.

LAUDERDALE COUNTY COMMISSION



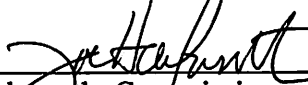
Danny Pettus, Chairman




Roger Garner, Commissioner



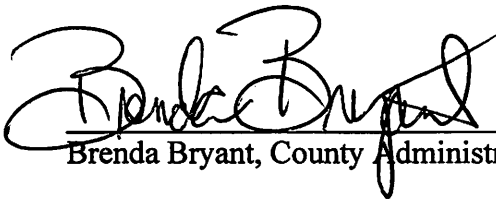
Brad Black, Commissioner



Joe Hackworth, Commissioner



Fay Parker, Commissioner



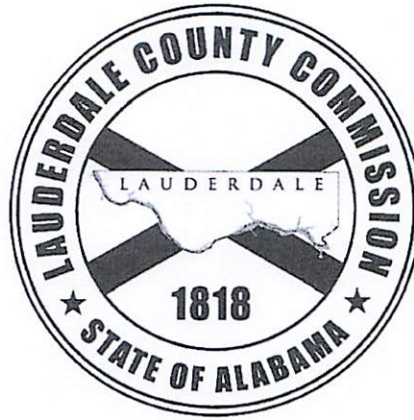
Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

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ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



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ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

September 9, 2024

Mr. Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Ave. SE
Washington, DC 20590

RE: Department of Transportation Funding—West College Street Extension & Bridge Project
Florence, Lauderdale County, Alabama

Dear Mr. Buttigieg:

As shared with the Alabama Department of Transportation (ALDOT), Lauderdale County is in full support of the West College Street Extension & Bridge Project. Our County and the City of Florence need this bridge for the future growth of this area and to assist in connectivity for the western portion of our residents.

While it is true that this project gives County residents a quicker way in and out of Florence, the main reason I fully support this project is that it will be very beneficial to our ambulance service. A price tag simply cannot be placed on a project that will speed up response times for calls as much as five to ten minutes. This reason alone provided enough evidence for support of this project from the very beginning.

Any monies given towards this project will benefit Lauderdale County residents as an ease of transportation, and it could mean the difference between life or death. If you need additional information or have any questions, please do not hesitate to contact me at dannypettus@juno.com.

Sincerely,

A handwritten signature in black ink that reads "Danny Pettus".

Danny Pettus
Chairman, Lauderdale County Commission