

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 25th day of November, 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
Todd Nix	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, Roger Garner.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Nix 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 Garner to approve signing a new agreement with Diversified Computer Services for the Lauderdale County Road Department. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to accept Hummingbird Way, Chickadee Crossing, and Cottontail Trail from Delaney Trace Subdivision into the Lauderdale County Road System for maintenance. 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 approve Signing the yearly agreement with the Volunteer Fire Departments in Lauderdale County for Fiscal Year 2024/2025. There being no discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve The application for developing Pinewood Hills Subdivision. 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 Nix to approve accepting Allens Way, Richards Way, and Kellylyn Landing from Skypark Subdivision into the County Road System for maintenance. 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 approve signing an amendment for the agreement with Southern Health Partners. The new monthly amount being paid for inmate medical services with Southern Health Partners. The new amount being paid for inmate medical services with Southern Health Partners will be fifty-three thousand seven hundred one dollar and twenty-two cents. This agreement will be effective until September 30, 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 Hackworth for a roll call vote to decide on partnering with the City of Florence and surrounding town mayors to establish the Lauderdale County Public Utilities Advisory Board.

Commissioner Garner	Nay
Commissioner Black	Nay
Commissioner Nix	Nay
Commissioner Hackworth	Nay

There being no discussion, and upon the roll call vote being taken, the Lauderdale County Commission agreed to not move forward establishing the Lauderdale County Public Utilities Advisory Board. This decision is recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve Family Medical Leave of Absence for one employee in Emergency Management Agency Department who has qualified. Chairman Pettus referred to Brenda Bryant who stated all of the paperwork was in order, and that this would be an intermediate leave of absence. There being no further 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 Nix seconded by Commissioner Hackworth. Upon a vote take, motion was unanimously approved. Motion is herein recorded and made a part of these minutes

LAUDERDALE COUNTY CHECKS ISSUED :
November 13, 2024 - November 24, 2024

1	General-Special	62561-62599 Voided Ck# 62591	503,581.85
2	Agri-Business Fund	4147-4149	131.37
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1039-1041	4,233.26
5	LEPA Fund	9273-9274	3,003.92
6	Gasoline Tax Fund	19119-19124	621,075.77
7	Public Bldg., R & B Special	N/A	0.00
8	Public Highway & Traffic Fund	421	54,608.54
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	766	5,760.00
11	Reappraisal Fund	12919-12921	24,513.10
12	Tourism, Rec. & Convention Fund	644	750.00
13	RSVP Fund	18438-18441	2,316.19
14	Child Protection Fund	1294	1,764.57
15	Rebuild Alabama Gas Tax Fund	N/A	0.00
16	Rebuild Alabama Diesel Tax Fund	N/A	0.00
17	Federal Aid Exchange Fund	N/A	0.00
18	Workforce Development Center Fund	1123	35,294.00
19	Special Grants Fund	N/A	0.00
20	ARPA Revenue Reduction Fund	1047	248,627.42
21	Coronavirus Rescue Act Fund	N/A	0.00
22	CDBG Fund	N/A	0.00
23	Solid Waste Fund	9701-9707	387,513.77
24	Account Payable Fund	49313-49345	752,931.25
25	Fire Protection Fee Fund	5125-5139	297,584.00
26	Industrial Development Tax Fund	N/A	0.00
27	Tobacco Tax Fund	N/A	0.00
28	TVA Tax Fund	N/A	0.00
TOTAL			\$ 2,943,689.01

Monica Harden from McCalla, Alabama spoke to the County Commission concerning her family's property, Coffee Acres that is located in Rogersville, Alabama. These forty-four and a half acres are located off Highway 101 on County Road 597. Ms. Harden explained the history of the property, and how it had been in her family for ninety-three years. Her grandfather had built an access road for the homes that are on the property. The family doesn't want anyone outside of the family to access the property due to vandalizing that has happened in the past. As of now, a neighbor is trying to gain access to their driveway to use as a way to leave the neighbor's property.

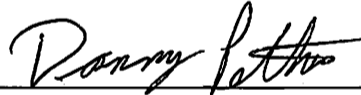
Dexter Warren of Killen, Alabama spoke about Coffee Acres as well. Mr. Warren said he was contacted over a week ago concerning an easement being cut into his family property. Mr. Warren is against this easement being made. Mr. Warren showed the County Commissioners a map he had on his phone of the survey.

Commissioner Garner asked Chris Smith, Lauderdale County Attorney what options there are for solving this issue? Mr. Smith said the County could abandon the property, which is a long process, or the family could take the adjoining property owners to court to keep them from making the easement. Chris advised the family to seek legal council for this problem.

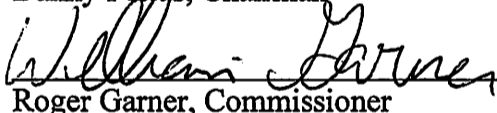
David Carson of Florence, Alabama spoke about a Times Daily article that stated there were some possible health hazards in the City of Florence Town Hall building. Mr. Carson was concerned that some 911 employees that work in the building may be exposed to these possible hazards, and wanted the County Commission to see what they can do to help the situation. Mr. Carson also stated that he spoke with 911 Director, Brad Holmes about the situation.

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

LAUDERDALE COUNTY COMMISSION



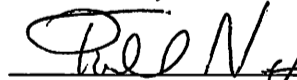
Danny Pettus, Chairman



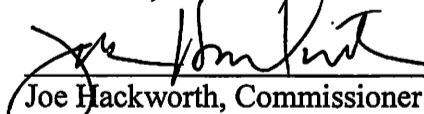
Roger Garner, Commissioner

Absent

Brad Black, Commissioner

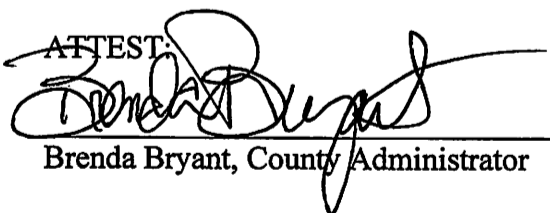


Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

**LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
November 25, 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—Diversified Computer Services
The Commission will be voting on signing a new contract with Diversified Computer Services for the Lauderdale County Road Department.
4. Resolution—Delaney Trace Subdivision
The County Commission will vote to accept Hummingbird Way, Chickadee Crossing, and Cottontail Trail into the County Road System for maintenance.
5. Resolution—Volunteer Fire Department Contract
The Commission will vote to sign the yearly agreement for appropriations for the 14 Volunteer Fire Departments in Lauderdale County.
6. Resolution—Pinewood Hills Subdivision
The Commissioners will vote on a proposed subdivision plat that has been presented for development.
7. Resolution—Skynark Subdivision
The Commissioners will vote to accept Allens Way, Richard Way, and Kellylyn Landing into the County Road System for maintenance.

8. Resolution—Southern Health Partners

The Commission will be signing an amendment with Southern Health Partners for the yearly agreement for inmate medical care.

9. Resolution—Advisory Board

The Commission will be voting on partnering to establish an advisory board with the City of Florence and surrounding towns to assist in having quality utility services throughout Lauderdale County.

10. FMLA

11. 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 §

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WHEREAS, the Lauderdale County Road Department would like to renew a License Agreement with Diversified Computer Services, LLC, for software and services for the Lauderdale County Road Department; and

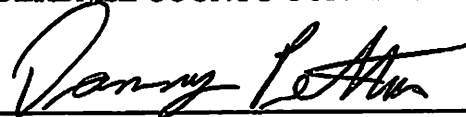
WHEREAS, the cost for this service will be seven hundred seventy-five dollars per month for five years. The beginning date of this contract will be November 1, 2024 through September 30, 2029; and

WHEREAS, the fully executed contract will be attached to this Resolution; and

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

Done this the 25th day of November, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

THIS AGREEMENT is entered into as of November 1, 2024 ("Effective Date"), by and between **Diversified Computer Services, L.L.C.**, 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 Road Department**, a governmental entity with its principal office located at P.O. Box 1659, Florence, AL 35631, Telephone: (256) 760-5980, Contact and email: Eric Hill, County Engineer, ehill@lauderdalecountyal.gov ("Licensee").

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) specified on the Product and Price List attached as Exhibit A 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.
- 1.2 "Authorized Copies."** The number of copies of the Licensed Software for which license fees are fully paid by Licensee and that are authorized for use by DCS in the Product and Price List attached as Exhibit A. The number of Authorized Copies may be increased by Licensee from time-to-time by purchasing additional licenses as provided in Section 5.
- 1.3 "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.

- 2. License Grant.** Subject to the terms and conditions hereof, DCS hereby grants to the Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to copy, distribute, install, and use the Authorized Modules of the Licensed Software as provided in the Product and Price List attached as Exhibit A.

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- 3. 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.
- 4. License and Technical Support Fees for Subscription Licenses.** License fees and technical support fees are combined for subscription licenses. Fees and related payment terms are provided on the Product and Price List attached as Exhibit A, and Licensee shall pay fees in accordance with such terms and conditions. Licensee may purchase additional licenses. 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.
- 5. Purchase of Additional Licenses.** If Licensee purchases license rights for additional Licensed Software and/or Authorized Copies, such additional licenses shall be governed by the terms and conditions hereof. Except as may be expressly provided on the Product and Price List attached as Exhibit A, pricing for additional licenses shall be in accordance with DCS's then-current price list, which may be updated by DCS from time to time. Licensee agrees that, absent DCS's express written acceptance thereof, the terms and conditions contained in any purchase order or other document issued by Licensee to DCS for the purchase of additional licenses, shall not be binding on DCS to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.
- 6. Technical Support.** DCS shall provide technical support services under the Technical Support Terms attached as Exhibit B.
- 7. Customization and Implementation.** DCS provides optional customization and implementation services under the Customization and Implementation Terms attached as Exhibit C.
- 8. Mobile App Services.** DCS provides optional Mobile App Services separate from the Licensed Software under the Mobile App Services Terms attached as Exhibit D.
- 9. 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

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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.

- 10. Warranty Disclaimers. 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.**
- 11. Proprietary Rights Warranty and Indemnification. 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 11, if such claim is based on (i) combination of the Licensed Software with data or with other software or devised 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.**
- 12. 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.**

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- 13. Ownership.** Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of DCS and its licensors. Licensee shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Licensed Software. Licensee shall include such notices and legends in all copies of any part of the Licensed Software made pursuant to the Agreement.
- 14. Confidentiality of Licensed Software.** Licensee acknowledges and agrees that the Licensed Software and all copies thereof are DCS's exclusive property and constitute a valuable trade secret and contains valuable trade secrets consisting of algorithms, logic, design, and coding methodology proprietary to DCS. Licensee shall safeguard the confidentiality of the Licensed Software, using the same standard of care which Licensee uses for its similar confidential materials, but in no event less than reasonable care. Licensee shall not disclose or make available to third parties the Licensed Software or any portion thereof without DCS's prior written consent.
- 15. 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.
- 16. Subscription Term.** The term of this Agreement shall commence as of the Effective Date hereof and shall continue until September 30, 2029. This Agreement is subject to earlier termination as otherwise provided herein.
- 17. Termination.**
- 17.1** 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.
- 17.2** 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.
- 17.3** 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 the then current license fees and technical support fees as provided in Section 4. DCS shall give Licensee 90 days written notice prior to

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discontinuing technical support for its Licensed Software. This Section 17.3 shall survive the termination of this Agreement.

- 17.4 The Licensee may terminate this Agreement, with or without cause or reason, by giving thirty (30) days written notice of such termination to DCS. However, Licensee shall remain responsible for the license fees and technical support fees provided in Section 4 through the end of said thirty (30) day period.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.

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24. **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.
25. **Miscellaneous.** This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. 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, L.L.C.

By: James D Floyd
James D Floyd (Dan)

Title: Managing Member

Date: 11/25/2024

Lauderdale County Road Department

By: Danny Lett

Title: Chairman

Date: 11-25-2024

By: _____

Title: _____

Date: _____

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT A
PRODUCT AND PRICE LIST

Licensed Software	County Information Management System (CIMS)
System	CIMS Cloud
User (Primary)	Landerdale County Road Department
User (Expansion)	None
Licenses	Unlimited

1. **License and Technical Support Fees for Subscription License.** License and technical support fees are billed on a monthly basis and are payable within thirty (30) days of invoice date. The license fees schedule is as follows:

Description	Monthly Fee
User (Primary)	\$750
User (Expansion)	--
Total Monthly Fee	\$750

The license fees 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.

2. **Authorized Computers.** Licensee shall be entitled to access the Licensed Software only by a single user for each number of Authorized Copies provided herein. Notwithstanding anything to the contrary contained herein, use of the Licensed Software as provided above is authorized only to the extent of Authorized Copies under licenses which have been fully paid hereunder. In no event shall the Licensed Software be copied, distributed, installed, or used on computers not under the control of Licensee.
3. **Data Storage Limit.** Each User listed above shall be entitled to maintain system data up to 50GB for the monthly fee listed above. System data storage exceeding the 50GB limit will incur an additional monthly charge of \$50 per 50GB.

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(Software & Services)

EXHIBIT B
TECHNICAL SUPPORT TERMS

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**) 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.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

- 6. Cooperation.** Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routines 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~~) for support.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT C
CUSTOMIZATION AND IMPLEMENTATION TERMS

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) 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.

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

EXHIBIT D
MOBILE APP SERVICES TERMS

These Mobile App Services Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Mobile App Services Terms may be discontinued or terminated independent of the License Agreement.

Beginning October 1st, 2021, the standard CIMS Monthly Subscription will include the CIMS Mobile Application for 5 users as a standard feature. Licensees can elect to add additional users for the CIMS Mobile Application for an additional monthly fee by completing the next section.

CIMS Mobile Application. Licensee elects to participate in the following subscription level to be included on each the monthly CIMS invoices (please select one):

Select	# of Users	Monthly Fee
	1-5	Included
X	6-10	\$25
	11-25	\$50
	26-50	\$75
	50-100	\$100


(Authorizing Signature)

11-25-2024
(Date)

DIVERSIFIED COMPUTER SERVICES, L.L.C.
LICENSE AGREEMENT
(Software & Services)

- 24. 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, Licensees 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.
- 25. Miscellaneous.** This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. 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, L.L.C.

By:

James D Floyd
James D Floyd (Dan)

Title: Managing Member

Date:

11/25/2024

Lauderdale County Road Department

By:

Danny Lett

Title:

Chairman

Date:

11-25-2024

By: _____

Title: _____

Date: _____

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, a request has come before the Lauderdale County Commission for Hummingbird Way, Chickadee Crossing, and Cottontail Trail in Delaney Trace Subdivision – Phase I, located in the SE ¼ of Section 25, Township 2 South, Range 9 West of Lauderdale County to be accepted into the County Road System for maintenance, and

WHEREAS, the Lauderdale County Engineer has recommended acceptance of the roads, as they were constructed in compliance with the County’s Subdivision Regulations.

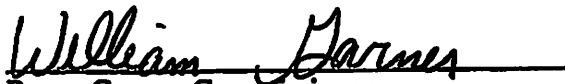
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Hummingbird Way, Chickadee Crossing, and Cottontail Trail roads be accepted into the County Road System for maintenance.

Done this the 25th day of November 2024.

LAUDERDALE COUNTY COMMISSION



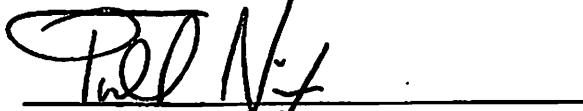
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:

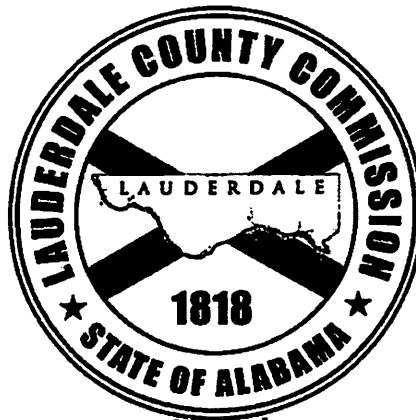

Brenda Bryant, County Administrator
Joe Hackworth, Commissioner

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



November 7, 2024

MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

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

RE: Delaney Trace Subdivision
Phase 1

Commissioners,

Attached is a request from the developer of Delaney Trace Subdivision for the County to accept the roads into the County System for maintenance.

The roads are Hummingbird Way, Chickadee Crossing and Cottontail Trail. This subdivision is located in the SE ¼ of Section 25, Township 2 South, Range 9 West of Lauderdale County, Alabama.

These roads were constructed in compliance with the County's Subdivision Regulations and I recommend acceptance by the County Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Hill". The signature is fluid and cursive, with a large initial "E" and "H".

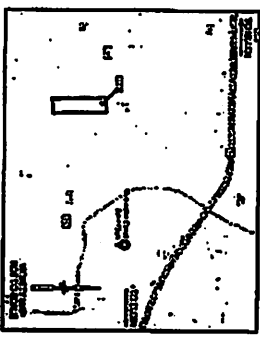
Eric Hill
County Engineer

Doloney Trace Subdivision "PINE HILLS DRIVE"

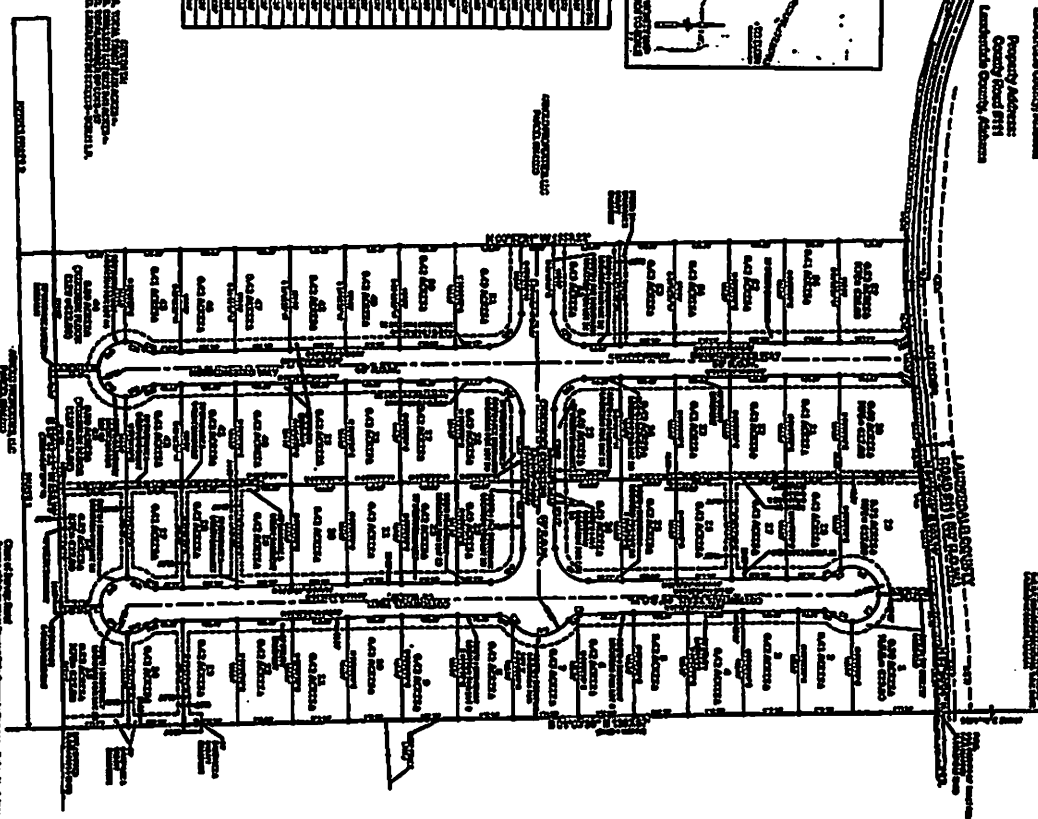
31.00 Acres
 Part of the 1714 of Block 114
 Section 25, Township 8 North, Range 9 West
 Lauderdale County, Alabama

Property Address:
 County Road 8711
 Lauderdale County, Alabama

BEING A PART OF TRACTS 274, 274A, 274B & 274C
 OF THE "NEW POSSESSION" AS SUBDIVIDED
 FROM LAND ACQUIRED BY A. MORTON CO., INC.
 OF COVINGTON, GA.



Lot No.	Area (Acres)	Owner
1	0.10	...
2	0.10	...
3	0.10	...
4	0.10	...
5	0.10	...
6	0.10	...
7	0.10	...
8	0.10	...
9	0.10	...
10	0.10	...
11	0.10	...
12	0.10	...
13	0.10	...
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51	0.10	...
52	0.10	...
53	0.10	...
54	0.10	...
55	0.10	...
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62	0.10	...
63	0.10	...
64	0.10	...
65	0.10	...
66	0.10	...
67	0.10	...
68	0.10	...
69	0.10	...
70	0.10	...
71	0.10	...
72	0.10	...
73	0.10	...
74	0.10	...
75	0.10	...
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79	0.10	...
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82	0.10	...
83	0.10	...
84	0.10	...
85	0.10	...
86	0.10	...
87	0.10	...
88	0.10	...
89	0.10	...
90	0.10	...
91	0.10	...
92	0.10	...
93	0.10	...
94	0.10	...
95	0.10	...
96	0.10	...
97	0.10	...
98	0.10	...
99	0.10	...
100	0.10	...



Notes:
 1. The unshaded areas of this plan to greater than 1/4 in 1940.
 2. All property owners are hereby notified that no other subdivision is being made in this area.
 3. All lots are to be sold as shown on this plan and no other subdivision is being made in this area.
 4. The unshaded areas of this plan to greater than 1/4 in 1940.
 5. All property owners are hereby notified that no other subdivision is being made in this area.
 6. All lots are to be sold as shown on this plan and no other subdivision is being made in this area.

It is the policy of the State of Alabama to encourage the development of the rural areas of the State and to provide for the health, safety and general welfare of the people of the State by the subdivision of land.

Proposed Plat
 Agency City
 P.O. Box 1889
 Montgomery, Alabama 36104



NOTICE TO THE PUBLIC
 THE STATE OF ALABAMA HAS ADOPTED THE
 SUBDIVISION ACT, WHICH PROVIDES FOR THE
 REGULATION OF THE SUBDIVISION OF LAND
 IN THIS STATE. THE ACT PROVIDES THAT
 NO SUBDIVISION OF LAND SHALL BE MADE
 UNLESS THE SUBDIVISION IS FIRST
 APPROVED BY THE COMMISSIONER OF
 REVENUE AND THE STATE DEPARTMENT OF
 CONSUMER AFFAIRS.

Proposed Plat
 Agency City
 P.O. Box 1889
 Montgomery, Alabama 36104



From: jergrigsby@aol.com
Date: April 24, 2024 at 2:39:12 PM CDT
To: Eric Hill <ehill@lauderdalecountval.gov>
Subject: Delaney Trace Subdivision Phase 1- Transmittal

Caution: This email originated from outside of the Lauderdale County organization. **THINK BEFORE** you **CLICK** links or **OPEN** attachments. If you question the validity of this email or if it seems suspicious, **DELETE** the email or contact IT.

Mr. Hill,

A year has passed since our initial approval and recordation of Delaney Trace Subdivision Phase 1. This email serves as our official request to release the roads and right of ways to the county. If I can be of further assistance, please let me know.

Thanks,

Jeremy Grigsby
Co-Owner/Developer
Delaney Trace Subdivision Phase 1
256-710-7472

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County Commission and Lauderdale County Volunteer Fire Departments will renew the Agreement regarding the appropriation amount for Fiscal Year 2024/2025 that will be dispersed to the fourteen volunteer fire departments; and

WHEREAS, this agreement outlines the responsibilities of both parties, and expires October 1st, 2025.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with Lauderdale County Volunteer Fire Departments, and any budget amendment needed for this agreement.

Done this the 25th day of November, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:

Brenda Bryant, County Administrator


Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

VOLUNTEER FIRE DEPARTMENT SERVICE AGREEMENT

THIS CONTRACT, made and entered into this 1st day of October, 2024, by and between the LAUDERDALE COUNTY COMMISSION, a political subdivision of the State of Alabama, (hereinafter referred to as the Commission), and the LAUDERDALE COUNTY ASSOCIATION OF VOLUNTEER FIRE DEPARTMENTS (hereinafter referred to as the Association).

WITNESSETH

WHEREAS, the provision of fire protection service in Lauderdale County is of vital concern to the citizens of this county; and

WHEREAS, the provision of such fire protection service is necessary for the health, welfare and safety of the residents of this county; and

WHEREAS, the Association operates such services; and

WHEREAS, the Commission, under provisions of §11-88-13, Code of Alabama, herein agrees to contract with the Association to furnish such services for which Lauderdale County will appropriate the sum total of \$261,124.00.

NOW IN CONSIDERATION of the premises, it is mutually agreed as follows:

1. The Commission will appropriate to the Association the total amount of ~~\$261,124.00~~ for fiscal year 2024 to be used as follows:
 - a. Each Volunteer Fire Department will receive ~~\$16,866.00~~ to be paid in two installments (in November 2023 and April 2024) to be used for the provision of fire services and related costs.
 - b. The Association will retain ~~\$15,000~~ for general operational expenses. A check will be presented to the Association at the Annual Banquet Meeting.
 - c. The Fire Prevention program is to receive ~~\$10,000.00~~ to support the education program, including the vehicles and equipment. A check will be presented to the Association at the Annual Banquet Meeting.

2. The Association will provide fire protection service in the districts currently serviced by the Volunteer Fire Departments of Lauderdale County.
3. The Association and departments which comprise the Association shall maintain, at all times, adequate insurance as required by laws of the State of Alabama.
4. The term of this contract shall expire on October 1, 2025.

By execution of this agreement, the Association states and affirms that it is a volunteer fire protection service and further agrees, at all times, to provide service within the contracted areas, geographic area, and operate under the rules of Lauderdale County and the State of Alabama.

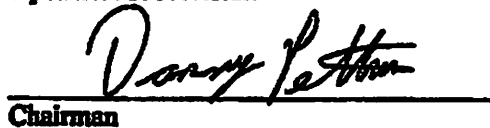
IN WITNESS WHEREOF the parties execute this agreement on the 25TH day of November, 2024.

ATTEST:



Administrator

LAUDERDALE COUNTY COMMISSION
a political subdivision



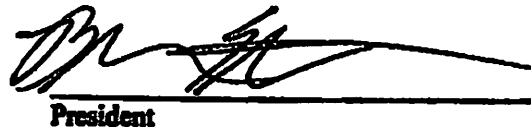
Chairman

ATTEST:



Administrator

LAUDERDALE COUNTY ASSOCIATION
VOLUNTEER FIRE DEPARTMENTS



President

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County Commission and Lauderdale County Volunteer Fire Departments will renew the Agreement regarding the appropriation amount for Fiscal Year 2024/2025 that will be dispersed to the fourteen volunteer fire departments; and

WHEREAS, this agreement outlines the responsibilities of both parties, and expires October 1st, 2025.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein approve the agreement with Lauderdale County Volunteer Fire Departments, and any budget amendment needed for this agreement.

Done this the 25th day of November, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:

Brenda Bryant, County Administrator


Joe Heckworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, an application for a proposed subdivision plat has come before the Lauderdale County Commission for Pinewood Hills Subdivision, located as follows:

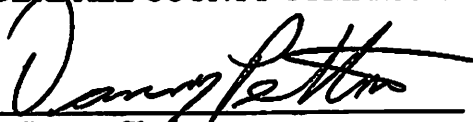
Southeast Quarter of Section 13 in Township 2 South Range 10 West

WHEREAS, the Lauderdale County Engineer has reviewed the aforementioned application and recommends that it be approved.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the application for the Pinewood Hills Subdivision is herein approved.

Done this the 25th day of November, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



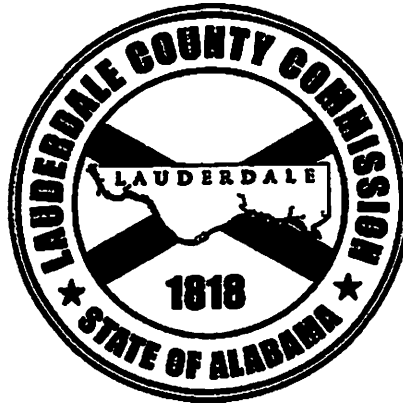
Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

**To: Owner/Developer
Adjoining Property Owners
Utilities**

Subject: Pinewood Hills Subdivision

Date: November 13, 2024

The above referenced subdivision has been reviewed by the County Engineer's Office and is recommended for approval. This subdivision will be publicly approved at the November 25, 2024 County Commission meeting.

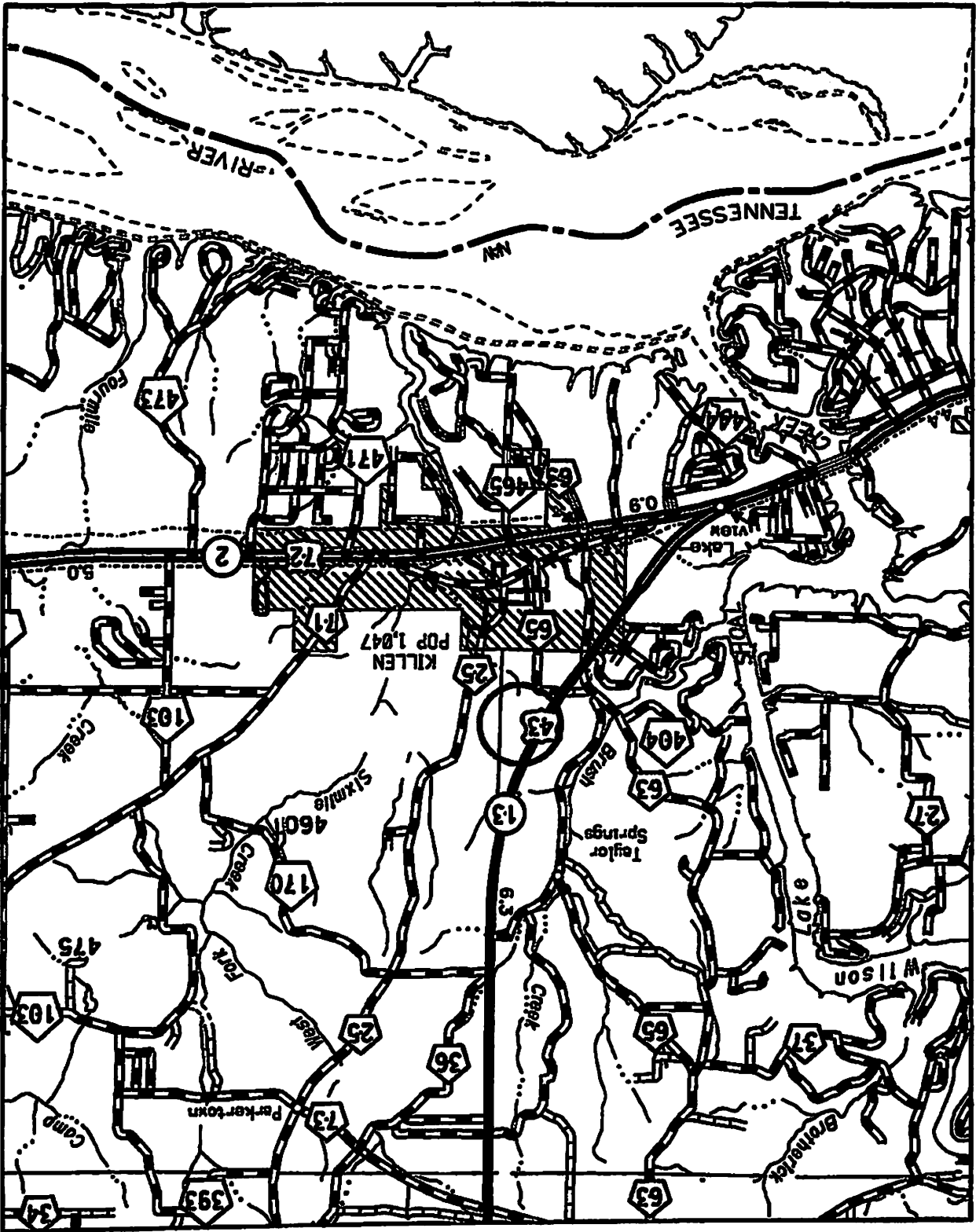
This notification is being made subject to Alabama State Law (ACT 2006-227).

If you have any questions feel free to contact County Engineer at 256-760-5880

Signed. _____

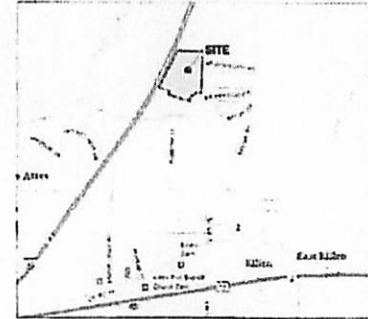
Eric Hill
Lauderdale County Engineer

Attachments



Pinewood Hills Subdivision

"PINWOOD HILLS"
FINAL PLAT
 BEING A PART OF SECTION 13,
 TOWNSHIP 2 SOUTH,
 RANGE 10 WEST
 LAUDERDALE COUNTY, ALABAMA



NEIGHBORHOOD MAP - NOT TO SCALE

Lot No.	Area (Ac.)	Area (Sq. Ft.)	Frontage (Ft.)	Depth (Ft.)	Notes
1	0.15	10,000	100	100	
2	0.15	10,000	100	100	
3	0.15	10,000	100	100	
4	0.15	10,000	100	100	
5	0.15	10,000	100	100	
6	0.15	10,000	100	100	
7	0.15	10,000	100	100	
8	0.15	10,000	100	100	
9	0.15	10,000	100	100	
10	0.15	10,000	100	100	
11	0.15	10,000	100	100	
12	0.15	10,000	100	100	
13	0.15	10,000	100	100	
14	0.15	10,000	100	100	
15	0.15	10,000	100	100	
16	0.15	10,000	100	100	
17	0.15	10,000	100	100	
18	0.15	10,000	100	100	
19	0.15	10,000	100	100	
20	0.15	10,000	100	100	
21	0.15	10,000	100	100	
22	0.15	10,000	100	100	
23	0.15	10,000	100	100	
24	0.15	10,000	100	100	
25	0.15	10,000	100	100	
26	0.15	10,000	100	100	
27	0.15	10,000	100	100	
28	0.15	10,000	100	100	
29	0.15	10,000	100	100	
30	0.15	10,000	100	100	
31	0.15	10,000	100	100	
32	0.15	10,000	100	100	
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34	0.15	10,000	100	100	
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38	0.15	10,000	100	100	
39	0.15	10,000	100	100	
40	0.15	10,000	100	100	
41	0.15	10,000	100	100	
42	0.15	10,000	100	100	
43	0.15	10,000	100	100	
44	0.15	10,000	100	100	
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100	0.15	10,000	100	100	

Notes:
 1. All lots are to be platted as shown on this plat.
 2. All lots are to be platted as shown on this plat.
 3. All lots are to be platted as shown on this plat.
 4. All lots are to be platted as shown on this plat.
 5. All lots are to be platted as shown on this plat.
 6. All lots are to be platted as shown on this plat.
 7. All lots are to be platted as shown on this plat.
 8. All lots are to be platted as shown on this plat.
 9. All lots are to be platted as shown on this plat.
 10. All lots are to be platted as shown on this plat.

ALEXANDER
 ENGINEERS & ARCHITECTS

Legend:

1	Proposed
2	Existing
3	Proposed
4	Existing
5	Proposed
6	Existing
7	Proposed
8	Existing
9	Proposed
10	Existing
11	Proposed
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97	Proposed
98	Existing
99	Proposed
100	Existing

DATE: 10/15/2010
 SHEET: 1 OF 2

Adjoining Property Owner List

Owner Name: RICHARDSON, R J ETUX REMELLE K REVOCABLE
Address: 440 V2 COUNTY RD 4814
City: BEN WHEELER
State: TX
Zip: 75754

Owner Name: FLIPPO, TAMELA H
Address: 92 COUNTY RD 644
City: KILLEN
State: AL
Zip: 35645

Owner Name: LAURENCE, CHRISTOPHER S ETAL JENNIFER R
Address: 277 BRIDLEWOOD DR
City: KILLEN
State: AL
Zip: 35645

Owner Name: SENN, WILLIAM E ETAL MELODY S SENN
Address: 243 BRIDGEWOOD DR
City: KILLEN
State: AL
Zip: 35645

Owner Name: BOYD, VICTOR A ETUX TRINA A
Address: 225 BRIDGEWOOD DR
City: KILLEN
State: AL
Zip: 35645

Owner Name: MILLER, JOSEPH MATTHEW ETUX JULIE
Address: 219 BRIDGEWOOD DR
City: KILLEN
State: AL
Zip: 35645

Owner Name: WHITE, DAKIN WILL
Address: 280 BRIARWOOD DR
City: KILLEN
State: AL
Zip: 35645

Owner Name: MORELAND, DWIGHT W ETAL BARBARA A
Address: 312 BRIARWOOD DR
City: KILLEN
State: AL
Zip: 35645

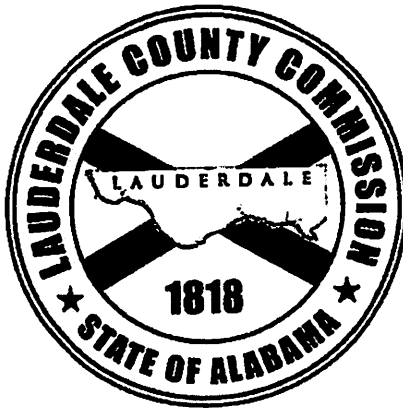
Owner Name: NASH, MARY LOU
Address: 334 BRIARWOOD DR
City: KILLEN
State: AL
Zip: 35645

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

MEMORANDUM

To: Brenda Bryant

From: Eric Hill

A handwritten signature in black ink, appearing to read "Eric Hill", is written over the "From:" line.

Date: November 14, 2024

RE: Pinewood Hills Subdivision

Attached is the \$25 permit fee for the above referenced subdivision.

2004

ALEXANDER LAND SURVEYING, INC

256-381-7009
PO BOX 160
SHEFFIELD, AL 35660

BANK INDEPENDENT

(256) 388-6000
WWW.BIBANK.COM
MEMBER FDIC

61-579/622

11/11/24

PAY TO THE
ORDER OF

Lauderdale County Commission

\$ 25.00

DOLLARS

Twenty Five & 00/100



MEMO *Verd S/D App*

Details on back
Security Features Included

081064 / 12-04

MP

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, a request has come before the Lauderdale County Commission for Allens Way, Richard Way, and Kellylyn Landing in Skypark V Subdivision –located in the South ½ of Section 26 and North ½ of Section 35 in Township 2 South, Range 10 West of Lauderdale County to be accepted into the County Road System for maintenance, and

WHEREAS, the Lauderdale County Engineer has recommended acceptance of the roads, as they were constructed in compliance with the County’s Subdivision Regulations.

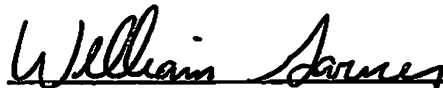
NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that Allens Way, Richard Way, and Kellylyn Landing roads be accepted into the County Road System for maintenance.

Done this the 25th day of November 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:

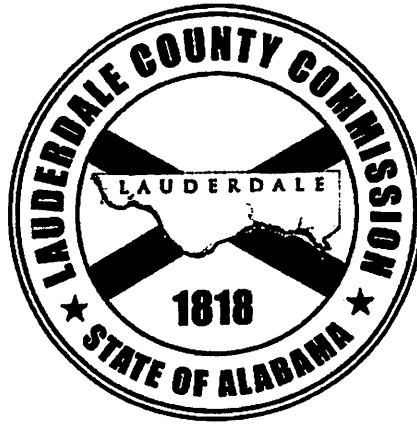

Brenda Bryant, County Administrator

DANNY PETTUS
CHAIRMAN

BRENDA BRYANT
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

FAY PARKER
DISTRICT 2

November 13, 2024

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

RE: Skypark V Subdivision

Commissioners,

Attached is a request from the developer of Skypark V Subdivision for the County to accept the roads into the County System for maintenance.

The roads are Allens Way, Richard Way, and Kellylyn Landing. This subdivision is located in the South ½ of Section 26 and North ½ of Section 35 in Township 2 South, Range 10 West of Lauderdale County, Alabama.

These roads were constructed in compliance with the County's Subdivision Regulations and I recommend acceptance by the County Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Hill".

Eric Hill
County Engineer

November 13, 2024

Mr. Danny Pettus, Chairman
Lauderdale County Commission
200 South Court Street, Suite #303
Florence, Alabama 35630

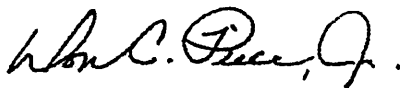
ATTN: Mr. Eric Hill, County Engineer

Dear Mr. Pettus:

In accordance with Appendix V of the Subdivision Regulations for Lauderdale County, Alabama, I hereby, on behalf of the developers, petition the Lauderdale County Commission to accept the roads in Skypark V Subdivision into the County Road System for ownership and maintenance.

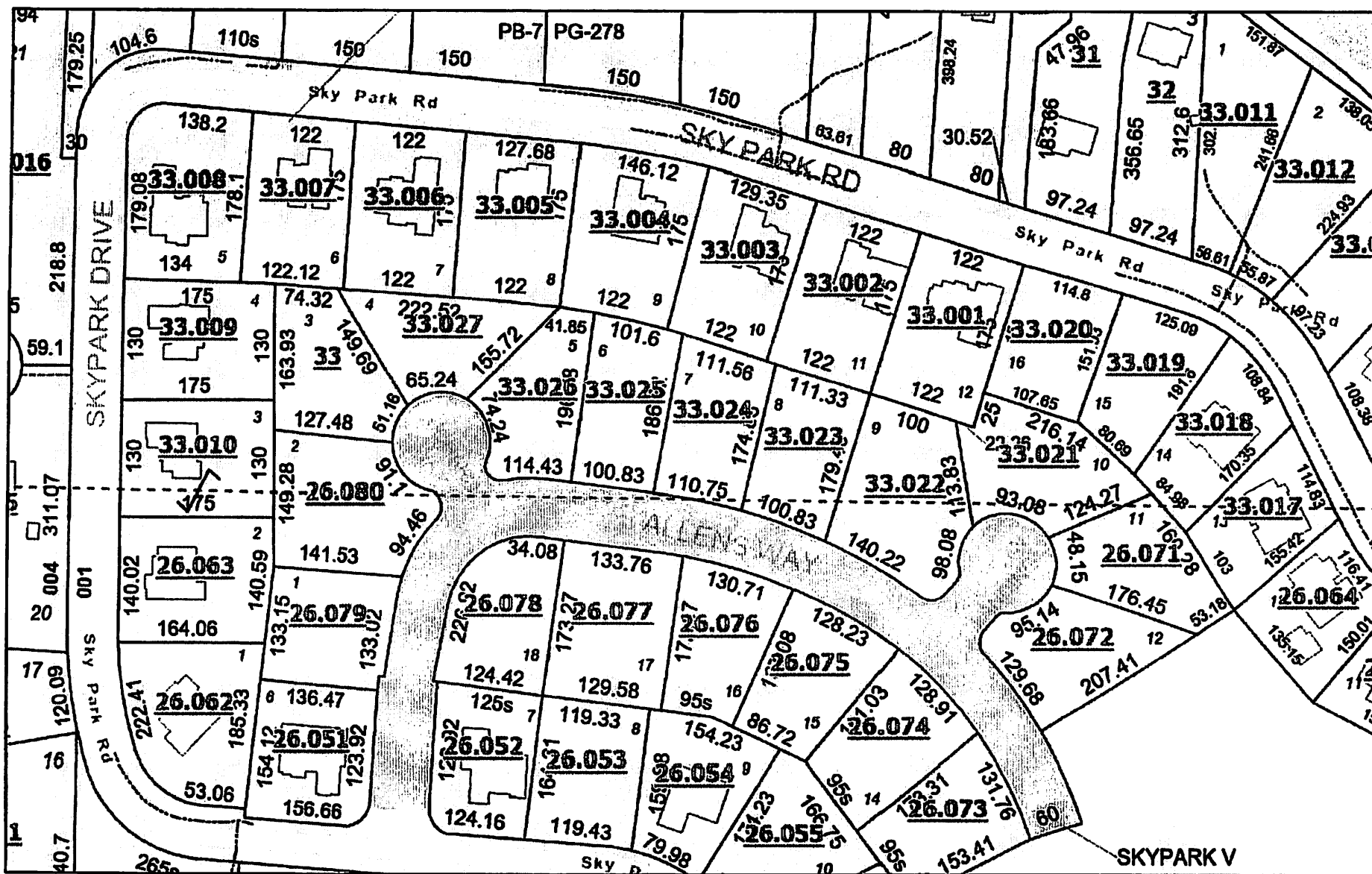
The plat of this subdivision was approved by the commission and duly recorded in the office of the Judge of Probate in Plat Book 7, Page 438. The public improvements were constructed as engineered by Civil Group, LLC in conformance with the county subdivision regulations in effect at the time of recording. They were inspected by the County Engineer's office at the time that the improvements were done.

Respectfully submitted,



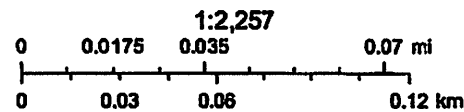
Don C. Price, Jr. PE

Viewer Map



November 14, 2024

- | | | | | | |
|---------------|-----------------|-------------|------------------------|-----------------|----------|
| Misc_Lines | Leader_Lines | Corporate | PLSS_Lines | TaxParcel_Lines | Lot Line |
| Map Block Tic | Landhook_Line | Corporate | Dashed Township | COGO | |
| New Subtype | Dashed Landhook | New Subtype | Dashed Section | Parcels | |
| Unknown | Landhook | | Dashed Quarter Section | TaxParcel | |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand).

STATE OF ALABAMA §

LAUDERDALE COUNTY §


WHEREAS, there is an existing agreement in place between the Lauderdale County Commission and Southern Health Partners for medical care for the inmates at the Lauderdale County Detention Center; and

WHEREAS, this program will continue for another year with a monthly increase made to the base annualized fee for a monthly charge of fifty-three thousand seven hundred one dollar and twenty-two cents as stated in the attached amendment; and

BE IT RESOLVED by the Lauderdale County Commission to approve signing this amendment with Southern Health Partners to be to be effective November 1, 2024, and expire on September 30, 2025, and any budget amendment needed is herein approved.

Done this the 25th day of November, 2024.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

**AMENDMENT #1
TO
HEALTH SERVICES AGREEMENT**

This AMENDMENT #1, to Health Services Agreement dated January 16, 2019, between Lauderdale County, Alabama (hereinafter referred to as "County", and Southern Health Partners, Inc., a Delaware Corporation, (hereinafter referred to as "SHP"), is entered into as of this 25th day of November, 2024.

WITNESSETH:

WHEREAS, County and SHP desire to amend the Health Services Agreement dated January 16, 2019, between County and SHP.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree to the following amended terms:

Section 2.1 is hereby amended and replaced in its entirety by the following:

2.1 Staffing. County acknowledges that, effective January 16, 2025, SHP shall incorporate forty (40) nursing hours per week into the staffing plan, increasing the on-site staffing hours to a new average of two hundred twenty (220) hours per week, ensuring coverage for twenty-four (24) hours per day, seven (7) days per week. SHP's contract price shall increase accordingly as stated in Section No. 7.1 of this Agreement. Staffing hours worked in excess of this contracted staffing plan, not to include SHP training hours, may be billed back to the County on a monthly basis, at the actual wage and benefit rate, for staffing services performed on-site at the facility.

- a. **Holidays.** SHP reserves the right to make adjustments to the regular staffing schedule for flexible coverage on SHP-designated holidays. County acknowledges a holiday staffing exception for the Medical Team Administrator nurse (who shall be allowed absences on SHP-designated holidays).
- b. **Other Absences.** For all other staff absences, including but not limited to, paid time off, vacation, and sick time, SHP shall endeavor to provide replacement coverage, to the extent reasonably possible, or shall endeavor to make up any balance of unfilled time within the scheduled workweek or then-current pay period. In the event SHP is unable to provide replacement coverage or make up the balance of unfilled time, SHP shall refund the County the cost of the unfilled staffing hours on the next month's base fee billing or shall otherwise negotiate a mutually agreeable remedy with County. County acknowledges that, any computation of unfilled hours due for refund to County shall be based on the total average of hours that comprise the regular weekly staffing plan and shall not be determined on a per shift or position basis.

- c. **Medication Passes.** SHP staff shall prepare and pass inmate medications when on-site. Jail staff shall pass inmate medications in the absence of SHP staff on-site.
- d. **Meal breaks.** It is understood and agreed that SHP employees are entitled to unpaid meal breaks when working shifts of eight (8) hours or more. SHP employees shall be allowed to leave the facility during this time, or if a break is taken on-site, are to have uninterrupted time unless called to an emergency response. Such meal breaks are to be usual and customary, and not overly excessive.

It is understood the Professional Provider may be filled by a Physician, or Mid-Level Practitioner. Either shall be duly licensed to practice medicine in the State of Alabama, and shall be available to SHP's nursing staff for resource, consultation and direction twenty-four (24) hours per day, seven (7) days per week. Provider visits shall not be scheduled on holidays.

The scheduling of staff shifts may be flexible and adjusted by SHP in order to maintain stability of the program and consistency with staff. Any adjustments or changes to fixed schedules would be made after discussions with the Jail Administrator and other involved County officials. Professional Provider visit times and dates shall be coordinated with Jail Management, and may include the use of telehealth services. Some of the Professional Provider time may be used for phone consults with medical staff and for other administrative duties.

SHP shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of SHP, after such reasonable efforts have been made, shall not constitute a breach of this Agreement.

Should SHP experience increased staffing requirements or an increase of ten percent (10%) or more in total compensation expenses payable to its employees or independent contractors providing services at the Jail, and such increases are beyond the reasonable control of SHP, SHP and County shall negotiate in good faith an updated staffing matrix and/or a corresponding increased amount of compensation for the remainder of the then-current contract period that takes into account the additional personnel and/or additional compensation expenses incurred by SHP. Should SHP and County be unable to agree on a revised staffing matrix and/or an increased amount of compensation within thirty (30) days of SHP notifying County in writing of the need to modify the staffing matrix and/or increase compensation, either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by County and SHP.

Section 6.1 is hereby amended and replaced in its entirety by the following:

6.1 Term. This Agreement shall commence on January 16, 2019. The renewal period of this Agreement beginning on January 16, 2025, shall be shortened to run for eight (8) months and sixteen (16) days through September 30, 2025. This Agreement shall thereafter be automatically extended for additional periods of twelve months each, beginning on October 1 of each year, subject to County funding availability, unless either party provides written notice to the other of its intent to terminate, or non-renew, in accordance with the provisions of Section No. 6.2 of this Agreement. Notwithstanding any provision herein to the contrary, in the event SHP receives notice or communication from the County or Sheriff, by and through its respective staff or personnel, either in writing or otherwise, of the County's intent to solicit bids for inmate health services, this Agreement shall automatically expire at the conclusion of the then-current period, except as may be mutually agreed to and acknowledged by express written agreement between the parties to extend or renew up through and including a specified period. In no event shall this Agreement continue for a period in excess of sixty (60) days following notice or communication by the County or Sheriff to SHP of the County's intent to solicit bids, except as may be mutually agreed to and acknowledged by express written agreement between the parties to continue services under this Agreement up through and including a specified period.

Section 7.1 is hereby amended and replaced in its entirety by the following:

7.1 Base Compensation. Effective January 16, 2025, coinciding with adjustments to the program including an annual increase in the amount of compensation to SHP, and changes to the staffing plan, as more fully set forth in Section No. 2.1 of this Agreement, the amount of base contract compensation payable to SHP by County shall increase to the twelve-month annualized price of \$644,414.66 during the term of this Agreement, payable in monthly installments. Monthly installments based on the twelve-month, annualized price of \$644,414.66 shall be in the amount of \$53,701.22 each. SHP shall bill County approximately thirty days prior to the month in which services are to be rendered. County agrees to pay SHP prior to the tenth day of the month in which services are rendered. Payment by County to SHP shall be made electronically through the Automated Clearing House, or should the County elect not to make electronic payments to SHP, County agrees to pay an additional two percent (2%) per month charge. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to SHP shall be prorated accordingly for the shortened month.

Section 7.2 is hereby amended and replaced in its entirety by the following:

7.2 Increases in Inmate Population. County and SHP agree that the annual base price is calculated based upon an average daily inmate population of up to 350. Effective January 16, 2025, if the average daily inmate population exceeds 350 inmates for any given month, the compensation payable to SHP by County shall be increased by a per diem rate of \$1.54 for each inmate over 350. The average daily inmate resident population shall be calculated by adding the population or head count totals taken at a consistent time each day and dividing by the number of counts taken. The excess over an average of 350, if any, shall be multiplied by the per diem rate and by the number of days in the month to arrive at the increase

in compensation payable to SHP for that month. In all cases where adjustments become necessary, the invoice adjustment shall be made on the invoice for a subsequent month's services. For example, if there is an average population for any given month of 355 inmates, resulting in an excess of five (5) inmates, then SHP shall receive additional compensation of five (5) times the per diem rate times the number of days in that month. The resulting amount shall be an addition to the regular base fee and shall be billed on a subsequent monthly invoice.

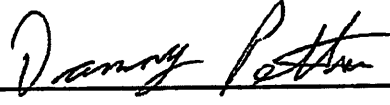
This per diem is intended to cover additional cost in those instances where minor, short-term changes in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and if the population increase is sustained. In such cases, SHP reserves the right to negotiate for an increase to its staffing complement and its contract price in order to continue to provide services to the increased number of inmates and maintain the quality of care. This would be done with the full knowledge and agreement of the Sheriff and other involved County officials, and following appropriate notification to County.

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IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

LAUDERDALE COUNTY, AL

BY:

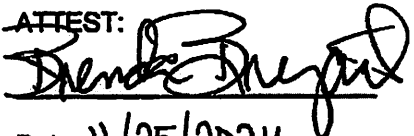


Chairman

Lauderdale County Commission

Date: 11/25/2024


ATTEST:



Date: 11/25/2024

SOUTHERN HEALTH PARTNERS, INC.

BY:



Jennifer Hairsine, President and CEO

Date: 11/25/2024