

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 p.m. on the 14th day of April, 2025.

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, Joe Hackworth.

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Nix moved, seconded by Commissioner Hackworth 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 Garner moved, seconded by Commissioner Black that the minutes of the last regular meeting of the Commission be approved for recording. There being no discussion, and upon vote taken, motion was unanimously approved.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve reimbursing a Lauderdale County resident for property taxes on a lot that was a drug-related nuisance, and was deeded over to Lauderdale County. There being no discussion, and upon a vote taken, the motion was unanimously approved. The Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve sponsoring Oktoberfest with a five-thousand-dollar appropriation from the Tourism Fund. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve adopting a new policy for inventory supplies as well as updating Uniform Guidance for Policies and Procedures, and amending the County's Property Management Policy. There being no further discussion, and upon a vote taken, motion was unanimously approved. This board Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix to approve renewing a Cooperative Agreement with Tennessee Valley Authorities for removing litter on TVA property. There being no further 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 Hackworth agreeing to pass a proclamation endorsing April 18, 2025 as "Two Lights for Tomorrow Day", and embracing our God-given rights of life, liberty, and the pursuit of happiness. There being no further discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Black approving passing a policy for the practices and use of electronic signatures. There being no further 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 approving a proposal with CDG, Engineers and Associates for professional services needed for pollution source assessment and SPCC plan review. This will help in preparation of spill prevention, control, and a countermeasures plan. There being no further discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black approving writing off one thousand one hundred eighty-four dollars of bad debt from a former solid waste customer that hasn't responded to communications in order to clear this debt. There being no further discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Black agreeing to write a letter of support to Representative Aderholt concerning additional funding for the Lauderdale County Agricultural Center Authority. There being no further 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 approving signing three power contracts as well as approving a twenty-foot utility easement for the Workforce Development Center. There being no further discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve out of state travel requests for Emergency Management Agency employees Heath Bennett and John Rochester to Charlotte, North Carolina for April 21st through April 25th. There being no further discussion, and upon a vote taken, motion was unanimously approved. This Resolution is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Black agreeing to enter into a contract with ESC for services of commissioning mechanical systems for the Workforce Development Center. There being no further 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 Black approving the invoiced bills. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.


LAUDERDALE COUNTY CHECKS ISSUED:
March 24, 2025 -April 13, 2025

1	General-Special	63073-63189	1,084,696.71
2	Agri-Business Fund	4162-4163	6,990.74
3	Pistol Permit Revenue Reduction Fund	1009	49,841.29
4	Opioid Settlement Fund	1102-1110	3,934.92
5	LEPA Fund	9331-9338	5,793.32
6	Gasoline Tax Fund	19259-19275	788,214.59
7	Public Bldg., R & B Special	492	750,000.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	396	67,333.41
10	RRR Gasoline Tax Fund	770	42,505.89
11	Reappraisal Fund	13007-13018	44,807.87
12	Tourism, Rec. & Convention Fund	651-652	5,750.00
13	RSVP Fund	18506-18514	3,103.89
14	Child Protection Fund	N/A	0.00
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	1139-1142	1,156,269.31
19	Special Grants Fund	1024	20,445.04
20	Coronavirus Rescue Act Fund	N/A	0.00
21	CDBG Fund	N/A	0.00
22	Solid Waste Fund	9833-9853	428,599.61
23	Account Payable Fund	49790-49874	587,617.95
24	Fire Protection Fee Fund	N/A	0.00
25	Industrial Development Tax Fund	1259	636,212.83
26	Tobacco Tax Fund	3216	4,410.00
27	TVA Tax Fund	N/A	0.00
TOTAL			\$ 5,686,527.37

David Carson of Florence, Alabama said the public library had denied him access to the public meeting room. Mr. Carson believes this was done due to the library staff disliking his political views. At the time, everyone was supposed to have access to the meeting room, but the library has since changed their policy restricting use. Mr. Carson would like the County Commission to remove Lauderdale County funding that from the Florence Library.

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

LAUDERDALE COUNTY COMMISSION



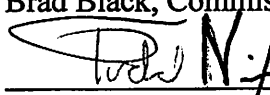
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

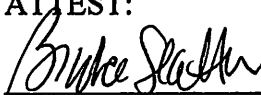


Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
April 14, 2025

A. OFFICIAL AGENDA

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

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

REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. **Resolution—Property Tax Reimbursement**
The County Commission will vote on reimbursing a resident for property taxes on a lot that was a drug-related nuisance and was deeded over to Lauderdale County.
4. **Resolution—Oktoberfest**
The Commission will vote on contributing to the Oktoberfest that will be held in St. Florian in the fall.
5. **Resolution—Supplies Inventory Policies and Procedures Applicable to Federal Award**
The County Commission will decide on adopting a new policy for inventory supplies and procedures applicable to Federal Awards on occasion.
6. **Resolution—TVA Litter Removal Agreement**
The Commission will vote on renewing an agreement with TVA for removing litter on TVA property.
7. **Resolution—Paul Revere's Ride Commemoration**
The County Commission will decide on supporting a proclamation by Governor Kay Ivy endorsing April 18th as "Two Lights for Tomorrow Day".
8. **Resolution—Electronic Signatures Policy**
The County Commission will vote on a policy for the proper practices and use of electronic signatures.

9. Resolution—CDG Proposal for Professional Services

The County Commission will be voting on a proposal with CDG, Engineers and Associates for preparation of Spill Prevention, Control and a Countermeasures Plan.

10. Resolution—Solid Waste Department Write Off

The County Commission will decide on writing off a bad debt of a solid waste customer.

11. Resolution—Letter of Support

The Commissioners will vote on submitting a letter of support to Representative Aderholt For additional funding for the Lauderdale County Agriculture Center.

12. Resolution—WFDC Power Contract and Easement

The County Commission will be signing three power contracts and a 20-foot easement for the Workforce Development Center.

13. Resolution—Out of State Travel Requests

The County Commission will decide on out of state travel requests for two EMA employees.

14. Resolution—Environmental Systems Corporation Contract

The County Commission will vote on entering into a contract with ESC for the Workforce Development Center project.

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

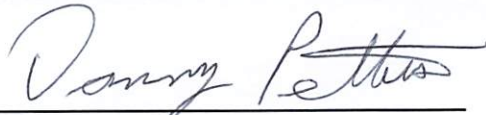
WHEREAS, the Lauderdale County Commission will be reimbursing Perry Daley for property taxes he paid on Lot 75 in Belew Heights Subdivision after the original owner of the property failed to pay the taxes; and

WHEREAS, this Sheriff has taken steps to abate the drug related nuisance from the property and the property will be deeded to the county; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission agrees to pay Perry Daley for property taxes he paid on Lot 75 in Belew Heights Subdivision after the original owner of the property failed to pay the taxes.

Done this the 14th day of April, 2025

LAUDERDALE COUNTY COMMISSION



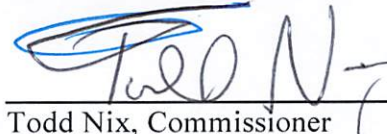
Danny Pettus, Chairman



Roger Garner, Commissioner

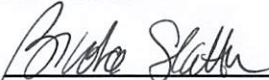


Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

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

WHEREAS, every citizen benefits from the effects of travel and tourism. The industry substantially enhances our personal growth and education while promoting intercultural understanding and appreciation of Lauderdale County's geography, history and culture.

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission, in recognition of the 2025 St. Florian Oktoberfest hereby sponsors event activities with a contribution of \$5,000.00 to be paid to the Town of St. Florian from the Tourism Fund. Any budget amendment needed for this expenditure is hereby authorized and approved.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County, Alabama (the "County") has received federal awards from time to time; and

WHEREAS, the County is charged with ensuring that such funds are expended in accordance with state and federal law, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R., Part 200); and

WHEREAS, the Lauderdale County Commission (the "Commission") has determined that it is necessary and appropriate to adopt revisions to current policies and procedures in place to govern the administration of federal funds; and

WHEREAS, the Lauderdale County Commission has also determined that it is necessary and appropriate to adopt a formal policy for the administration of supplies; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION as follows:

1. The County's Uniform Guidance for Policies & Procedures currently in place has been revised to include additional requirements and recent changes made to state and federal law set forth in Addendum 1 to this Resolution.

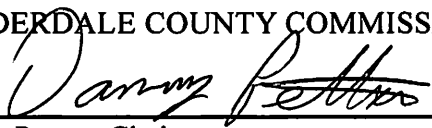
2. The County's Property Management Policy has been amended to change the capitalization level of equipment and supplies from \$5,000 to \$10,000 and also the proceeds the County may retain for its selling and handling expenses of an asset to \$1000, included in recent changes to 2 C.F.R. Part 200 set forth in Addendum 2 to this Resolution.

3. The County's Supplies Inventory Policy and Procedures will be adopted and will be attached.


IN WITNESS WHEREOF, the Lauderdale County Commission has paused this Resolution to be executed in its name.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



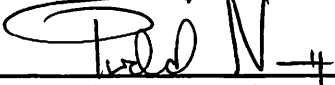
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

**UNIFORM GUIDANCE FOR POLICIES & PROCEDURES
APPLICABLE TO FEDERAL AWARDS AS REQUIRED BY
2 C.F.R. 200**

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**Uniform Guidance for Policies & Procedures
Applicable to Federal Awards
as Required by 2 C.F.R. 200**

I. CASH MANAGEMENT FOR FEDERAL FUNDS

The Lauderdale County Commission (County) shall follow the cash management procedures provided herein that are generally applicable to the management of federal funds: provided, however, that, except as otherwise provided in the federal Assistance Listing for a particular federal award.

The County will minimize the time between the receipt of federal funds or other pass-through-entity, and the disbursement of those federal funds. Federal funds will only be requested to meet immediate cash needs for reimbursement not covered by prior receipts and anticipated disbursements that are generally fixed, such as monthly program salaries and benefits. Disbursements will be made within 30 calendar days after receipt of funds.

The County will maintain financial records that account for the receipts, obligations, and expenditures of each federal program fund. Cash balances for each federal program funds and for the aggregate of all federal funds will be monitored.

Except as is exempted by the federal award, County procedures to minimize the cash balances in federal program funds are expected to prevent the aggregate cash balances of federal program funds from earning \$500 or more for the fiscal year if maintained in interest-bearing bank accounts. The federal program funds will not be maintained in an interest-bearing bank account if the County determines that banking requirements for minimum or average balances are so high that an interest-bearing account would not be feasible. Federal program funds will be maintained in insured checking accounts that are subject to the state requirements for public deposits in the SAFE program.

Reference: 2 C.F.R. §§200.305 and 200.302(b)(6).

II. DETERMINATION OF ALLOWABLE COSTS

Before instituting a financial transaction that will require the expenditure of federal funds, the County will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- A. The proposed expenditure is included in the federal program budget;
- B. The proposed expenditure is reasonable and necessary for the federal program;
- C. The proposed expenditure is consistent with procedures for financial transactions of the County including:
 - 1. Purchase order approval procedures;
 - 2. Contract review and approval procedures;
 - 3. Applicable competitive purchasing procedures and;
 - 4. Documentation supports allowability of transaction.

Before payments are made from federal funds, the federal program director and the County will determine that the federal program expenditure complies with the generally accepted accounting principles (GAAP); complies with state, local, and federal laws, rules, and regulations; and reasonable cybersecurity and other measures are taken to safeguard information including personally identifiable information (PII) collected as part of, as applicable.

Reference: 2 C.F.R. §§200.302(b)(7), 200.303, 200.403, and other requirements under 200.302.

III. TRAVEL POLICY

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by county employees who are in travel status on official business of the County. The County's travel policy provides for reimbursement and payments for travel costs of employees paid from federal funds that is consistent with the travel costs for county employees paid from state or local funds.

Reference: 2 C.F.R §200.474.

IV. MANDATORY DISCLOSURES

The County must disclose, in a timely manner, in writing to the Federal agency or pass-through entity whenever it has credible evidence of a commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations under the false claims act.

Reference: 2 C.F.R §200.113.

V. WHISTLEBLOWER PROTECTIONS

The County follows the federal award policy to clarify and strengthen protections for employees of the County who disclose information that an employee reasonably believes is evidence of gross mismanagement of a federal contract or grant; a gross waste of federal funds; a substantial and specific danger to public health or safety; or a violation of a law related to a federal contract (including competition for a negotiation of a contract). In addition, the County informs employees in writing of employee whistleblower rights and protections under [41 U.S.C. 4712](#).

Reference: 2 C.F.R §200.217.

VI. DE MINIMUS INDIRECT COST RATE

The *de minimis rate* for charging indirect costs to federal awards is now up to 15 percent (previously 10 percent). There are no specific documentation requirements to justify the use of the *de minimis rate*. The County elected not to use the 10 percent *de minimis rate* and does not have any intentions of using the 15 percent either.

Reference: 2 C.F.R §200.414(f).

VII. COMPENSATION

A. PERSONAL SERVICES

The County requires documentation to accurately reflect the work performed by any employee whose personnel costs are charged to federal awards. Each such employee shall submit a timesheet that is signed by the employee and his/her superior. The employee and supervisor shall certify that the time being charged to the federal award is accurate, allowable, and properly allocated.

The timesheet shall reasonably reflect the employee's total activity for the pay period, including any activity that is not federally funded. The federally funded activity may be reflected as time or percentage of the workday. The timesheet shall in all other respects comply with the County's established accounting practices and procedures.

Reference: 2 C.F.R §200.430.

B. FRINGE BENEFITS

When appropriate, the County may charge the costs of fringe benefits to federal awards, provided that such fringe benefits are provided through an established policy of the County. Under no circumstances will the County charge to a federal award any automobile costs for automobiles furnished by the County to an employee.

If pension costs are allowed and chargeable to a federal award, there are two acceptable methods for computing them. There is the pay-as-you-go method or an actuarial cost method recognized by generally accepted accounting procedures (GAAP) and following the County's established written policies.

The County may not charge unfunded pension costs directly to a federal award if those unfunded costs are not allocable to that award.

Reference: 2 C.F.R. §200.431.

VIII. PROCUREMENT POLICY

As used herein, the term "procurement" means the purchase of services, and the purchase or lease of goods, by the expenditure or anticipated expenditure of federal or state grant funds. "Grant funds", "grant monies", or "federal awards" mean funds received through federal and state grants whether those funds come directly from a federal or state agency or from a pass-through entity.

This policy applies to all contracts, purchase orders and expenditures of grant funds for the procurement of labor, goods and services. Its purpose is to establish efficient and economical procurement procedures.

The applicable law for this policy includes the federal procurement standards set out at 2 C.F.R. §200.318 through §200.327; the state competitive bid law applicable to the purchase or lease of goods and services found at §40-16-50, et seq., Code of Alabama 1975, as amended; and the state competitive bid law applicable to construction and improvement of public works found at §39-2-1, et seq., Code of Alabama 1975, as amended, are applicable to procurement hereunder

The Alabama Ethics Law found at §36-25-1, et seq., Code of Alabama 1975, as amended, including its conflict-of-interest provisions, is applicable to county officials and employees. To the extent of the conflict between the requirements of this policy and federal or state requirements, the stricter of the two shall apply. Individual federal awards may contain further requirements unique to those federal awards and in addition to the requirements of this policy.

A. CONFLICT OF INTEREST POLICY

Generally, a conflict-of-interest exists when a county official or county employee participates in a matter that is likely to have a direct effect on his or her personal and financial interests. A financial interest may include, but is not limited to, stock ownership, partnership, trustee relationship, employment, potential employment, or a business relationship with an applicant, vendor, or entity. A county official or county employee may not participate in his or her official capacity in a matter that is likely to have direct or predictable effects on his or her financial interests.

Each county official or county employee will abide by the federal and state laws and regulations that address conflict-of-interest standards in general, the federal rules provide that:

No employee, officer, or agent of the board shall participate in selection, or in the award, or administration, or contract supported by federal funds if he or she has a real or apparent conflict-of-interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ, any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the firm considered for a contract. The board's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contracts, potential contractors, or parties to subcontracts.

The county's conflict-of-interest policies include adherence to the Alabama Ethics Law, which define conflict-of-interest as:

A conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust. A conflict-of-interest involves any action, inaction, or decision by a public official or public employee in the discharge of his or her official duties, which would materially affect his or her financial interest or those of his or her family members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

A county official or county employee may not review applications, proposals, or participate in the evaluation or selection process where his or her participation in the review process would create the appearance that he or she is: (a) giving preferential treatment, (b) losing independence and impartiality, (c) making decisions outside official and appropriate channels, or (d) harming the public's confidence in the integrity of the county.

Situations and circumstances preceding an actual conflict or the appearance of a conflict should be brought to the immediate attention of the chairman. A county official or county employee who has knowledge of a possible conflict-of-interest should identify the conflict and notify the chairman. The chairman will document his or her actions related to the reported conflict-of-interest. Resolution can consist of disqualification, recusal, waiver, or other appropriate measures. Appropriate measures may include reporting a conflict-of-interest to the Alabama Ethics Commission, the Alabama Attorney General, or the appropriate federal agency.

Reference: 2 C.F.R §§200.112 and 200-318, Section 36-25-1, et seq., Code of Alabama 1975.

B. GENERAL PROCUREMENT STANDARDS

1. When procuring goods and services, the county will comply with the more restrictive procurement procedures imposed pursuant to the county's procurement policy, the procurement procedures found in §41-16-50, et seq. and §39-2-1, et seq., Code of Alabama 1975 or 2 C.F.R. §200.318.
2. Oversight must be maintained to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
3. The acquisition of unnecessary or duplicative items must be avoided. Consideration should be given to consolidating or breaking our procurements to obtain a more economical purchase. Where appropriate, an analysis must be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
4. Entry into state and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common or shared goods and services is encouraged.
5. Use of federal excess and surplus property in lieu of purchasing new equipment and property when such use is feasible and will reduce project costs is encouraged.
6. Use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions is encouraged. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

7. Contracts shall be awarded only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration will be given to such matters as contractor integrity, record of past performance, suspension or debarment by either the federal government (by and through the SAM) or by the state consistent with §41-4-162, Code of Alabama 1975, and other financial and technical resources. Also considered will be a contractor or firm's "public policy compliance" and "proper classification of employees" pursuant to the Fair Labor Standards Act, [29 U.S.C. 201](#).
8. Records must be maintained sufficient to detail the history of each procurement. Such records are to include, but not necessarily be limited to, the following: rationale for the method of procurement, selection of contract type, contract selection or rejection, and the basis for the contract price. Records must be maintained for the retention period specified for the federal award from which procurement funds are expended.
9. Preference against time and materials contract:
 - a. A time and materials type contract may be used only after a determination that no other contract is suitable. The contract must include a ceiling price that the contractor exceeds at its own risk. A high degree of oversight must be asserted in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
 - b. Time and materials type contract means a contract whose cost to the County is the sum of:
 - i. The actual cost of materials; and
 - ii. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
10. The County alone is responsible, in accordance with good administrative practice and sound business judgement, for the settlement of all contractual and administrative issues arising out of procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts.

Reference: 2 C.F.R. §§§ 200.206, 200.214, and 200.318.

C. COMPETITION

1. All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards set out in 2 C.F.R. §§200.318

- 200.327. Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Situations considered to be restrictive of competition include, but are not limited to:

- a. Placing unreasonable requirements on firms in order for them to qualify to do business;
- b. Requiring unnecessary experience and excessive bonding;
- c. Noncompetitive pricing practices between firms or between affiliated companies;
- d. Noncompetitive contracts to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.

2. Procurements no longer must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals using federal funds. Nothing in this section preempts state licensing laws.

3. All solicitations must:

- a. Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standard to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

b. Identify all requirements which must be fulfilled and all other factors to be used in evaluating bids or proposals.

4. Prequalified lists of persons, firms, or products which are used in acquiring goods and services must be current and include sufficient qualified sources to ensure maximum open and free competition. When establishing or amending prequalified lists, the County must consider objective factors that evaluate price and cost to maximize competition. Potential bidders may not be precluded from qualifying during the solicitation period.

5. There are specific circumstances in which the County may use a noncompetitive procurement method. The noncompetitive procurement method (sole source funding) may only be used if one of the following circumstances applies:

a. The cost for goods or services does not exceed the micro-purchase threshold of \$10,000 (this threshold is periodically adjusted for inflation);

b. The good or services is only available from a single source;

c. The public exigency or emergency affecting public health or safety will not permit a delay resulting from providing a public notice of a competitive solicitation, and it may only be let to the extent needed to cure the emergency;

d. With advance permission from the federal agency: and

e. If after completing a solicitation using one of the procurement methods in Section D below, competition is determined inadequate.

Some federal agencies impose additional and more stringent requirements for sole source funding. The County should review the federal agency's specific requirements before pursuing a sole source procurement.

Reference: 2 C.F.R. §§200.319 and 200.320(c).

D. PROCUREMENT METHODS

1. When procuring materials, supplies, or services, the county will comply with the more restrictive procurement procedures imposed pursuant to the county's procurement policy, and procurement procedures found in §41-16-50, et seq. and §39-2-1, et seq., of the Code of Alabama 1975 or 2 C.F.R. §200.318.

2. These procurement methods expedite completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold. Informal procurement methods include:

a. Informal procurement methods for small purchases:

i. Micro-purchases: Procurement of materials, supplies, or services, the aggregate dollar amount of which does not exceed \$10,000.00 (this threshold is periodically adjusted for inflation) may be awarded without soliciting competitive quotes if the price is deemed to be reasonable. To the extent practicable, such awards should be distributed equitably among qualified suppliers.

ii. Simplified acquisitions: When procuring materials, supplies, or services that exceeds the micro-purchase threshold of \$10,000, but is less than the applicable simplified acquisition threshold, the county must obtain price or rate quotations. The County may exercise judgement in determining what number of rate quotations are necessary. Typically, the number obtained is three (3). Quotations may be secured via fax, email, telephone, or otherwise. All solicitation efforts and quotations must be documented in the file. The simplified acquisition procedure may be used in the following circumstances:

1. Procurement of any materials, supplies, or services (other than materials, supplies, or services associated with a public works project) the aggregate cost of which is greater than \$10,000, but less than \$30,000 (or that amount set out in §41-16-50(a), Code of Alabama 1975, as the same may be amended from time to time).

2. Procurement of materials, supplies, or services (other than materials, supplies, or services associated with a public works project) that would otherwise be exempt from the bidding requirement under §41-16-51, Code of Alabama 1975, the aggregate cost of which is greater than \$10,000, but less than or equal to \$250,000 (Federal SAT). Alternatively, the County may elect to procure these materials, supplies, or services through formal procurement procedures "sealed bids" and "proposals" set forth below.

3. Procurement of materials, supplies, or services for public works projects involving an amount that is greater than \$10,000, up to \$100,000 (or that amount set out in §39-2-2(a)(1), Code of Alabama 1975, as the same may be amended from time to time); or

4. Procurement of materials, supplies, or services for public works projects that would otherwise be exempt from the bidding requirement under Title 39 of the Code of Alabama, the aggregate

cost of which is greater than \$10,000, but less than or equal to \$250,000 (Federal SAT). Alternatively, The County may elect to procure these materials, supplies, or services through the formal procurement procedures "sealed bids" and "proposals" set forth below.

b. Formal procurement methods -

The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the County determines to be appropriate. Formal procurement methods are competitive and require public notice.

i. Formal procurement by sealed bids pursuant to §41-16-50 or §39-2-2(a)(1), Code of Alabama 1975. Formal procurement by sealed bids as defined in paragraph (b)(iii) of this section is required for materials, supplies, equipment, or services as follows:

1. The procurement of materials, supplies, equipment, or services that are subject to the bidding requirements of §41-16-50, the aggregate cost of which is greater than or equal to \$30,000 (or that amount set out in §41-16-50, Code of Alabama 1975, as the same may be amended from time to time); and

2. The procurement of materials, supplies, equipment, or services for public works projects involving an amount that is greater than \$100,000 (or that amount set out in §39-2-2(a)(1), Code of Alabama 1975, as the same may be amended from time to time).

ii. Formal procurement of materials, supplies, or services that are subject to the bidding requirements of §§41-16-51 & 39-2-2(d)-(f), Code of Alabama 1975. If the aggregate cost of the exempted materials, supplies, or services greater than \$250,000 (Federal SAT), either "sealed bids" or "proposals", as appropriate, may be utilized for procurement.

iii. Sealed bids refer to a bid process by which bids are publicly solicited through an invitation and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material items and conditions the invitation for bids, is the lowest price. This will typically be the preferred method for construction projects.

1. In order for the sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification, or purchase description is available;**
- b. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and**
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.**

2. If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;**
- b. The invitation for bids must be publicly advertised in accordance with state law;**
- c. Invitations for bids, which will include any specific information, including any required specifications, for the bidder to properly respond;**
- d. All bids must be publicly opened at the time and place prescribed in the invitation for bids;**
- f. A firm fixed price contract award must be made in writing to the lowest responsive and responsible bidder, except where all bids are rejected. Where specified in the invitation for bids, factors such as discounts, transportation costs and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are a valid factor, and,**
- g. The County must document and provide a justification for all bids it rejects.**

iv. Proposals refer to a procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally

used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from multiple qualified entities. Any response to publicized requests for proposals must be considered to the maximum extent practicable;
2. The County must have written procedures for conducting technical evaluations of the proposals received and making selections;
3. Contracts must be awarded to the responsible offerer whose proposal is most advantageous to the County with price and other factors considered; and
4. The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offerer's qualifications are evaluated and the most qualified offerer is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of architectural/engineering (A/E) professional services. It cannot be used to purchase other types of services A/E firms that are a potential source to perform the proposed effort.

Reference: 2 C.F.R. §200.320; 48 C.F.R. §2.101 (FAR 2.101)

E. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTITIES, LABOR SURPLUS AREA FIRMS, AND VETERAN-OWNED BUSINESSES

1. All necessary consideration must be given to assure that minority businesses, women's business enterprises, labor surplus area firms, and veteran-owned businesses are used when possible.
2. Consideration must include:
 - a. These business types are included on solicitation lists;
 - b. These business types are solicited whenever they are deemed eligible as potential sources;
 - c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

- d. Establishing delivery schedules, where the requirement permits, which encourage participation by these business types;
- e. Using organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to apply this section.

Reference: 2 C.F.R. §200.321.

F. DOMESTIC PREFERENCES FOR PROCUREMENTS

1. The County will, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must apply to subawards, contracts, and purchase orders under federal awards.

Reference: 2 C.F.R. §200.322.

G. PROCUREMENT OF RECOVERED MATERIALS

1. The County must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Act (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
2. The County should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient, and as sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Reference: 2 C.F.R. §200.323.

H. CONTRACT COST AND PRICE

1. A cost or price analysis must be performed in connection with every procurement action in excess of the Simplified Acquisition Threshold (as may be adjusted by Federal Regulation from time to time), including contract modifications. The method and degree of analysis will depend on the facts surrounding the particular procurement transaction. For example, the County should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, independent estimates must be made before receiving bids or proposals.
2. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
3. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County entity under 2 CFR Subpart E-Cost Principles.
4. The "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting must not be used.

Reference: 2 C.F.R. §200.324.

I. BONDING REQUIREMENTS

The County requires bonds as set out in §41-16-50, seq., and §39-2-1, et seq., Code of Alabama (1975), as amended.

1. A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3. A payment bond on the part of the contractor for one hundred percent {100%} of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

Reference: 2 C.F.R. §200.326.

J. CONTRACT PROVISIONS

Contracts must contain specific applicable provisions included in the award document. In addition, all contracts must contain all applicable provisions of 2 C.F.R. §200, Appendix II, and as set forth in the federal award. At a minimum, the following provision should be included, as applicable:

1. Contracts that are greater than \$250,000 (Federal SAT, as may be adjusted by federal regulation) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. Contracts greater than \$10,000 must address termination for cause and for convenience by the County, including the manner by which it will be affected and the basis for settlement.
3. All contracts must include a provision requiring that the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employments, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
4. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141, et seq.](#)) and require contractors to pay wages to laborers and mechanics at a rate no less than the prevailing wages in a wage determination made by the Secretary of Labor.

5. Contracts greater than \$100,000 involving the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701, et seq.](#)), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under [40 U.S.C. 3702 of the Act](#), each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Under [40 U.S.C. 3704 of the Act](#), no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
6. Contracts greater than \$150,000 must be in compliance with the Clean Air Act, codified as [42 U.S.C. §7401, et seq.](#), and the Federal Water Pollution Act, codified as [33 U.S.C. §1251, et seq.](#)
7. Contracts should contain a certification from the contractor that the contractor has not been debarred, suspended, or otherwise excluded by any federal agency, as reported from the SAM exclusions list, or by the State of Alabama Department of Finance.

Reference 2 C.F.R. §§200.214, 200-327 and Appendix II.


IX. RELATION TO OTHER COUNTY POLICIES

This policy supplements and does not supplant the County's General Purchasing Policy and the Competitive Bid Law Guide.

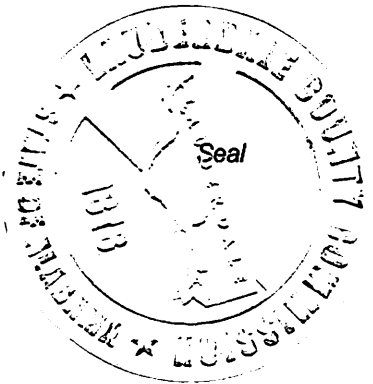
STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, Brooke Slatton, County Administrator, certify that the foregoing is a true and correct copy of the Uniform Administrative Requirements for Written Policies and Procedures for Federal Awards, approved by the Lauderdale County Commission in a regular meeting convened on the 14th day of April 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Lauderdale County Commission on the 14th day of April 2025.



Brooke Slatton,
County Administrator





PROPERTY MANAGEMENT POLICY

Property Standards for Real Property, Equipment, and Supplies Acquired with Federal Awards

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from federal awards.

2 CFR 200.311 through 2 CFR 200.316 detail property standards related to the expenditure of federal funds. Lauderdale County, hereinafter County, shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the County for financial statement purposes, or \$10,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than real property. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$10,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with Federal award funds vests with the County. *2 CFR 200.311(a).*

Use of Real Property: Real property acquired or improved with Federal award funds must be used for the originally authorized purpose as long as needed for that purpose, during which time the County must not dispose of or encumber its title or other interests.
2 CFR 200.311(b).

Insurance of Real Property: The County must provide the equivalent insurance coverage for real property acquired or improved with federal funds as provided to property owned by the County. *2 CFR 200.310.*

Disposition of Real Property: When the County no longer needs real property purchased with federal funds for federal award purposes, the County must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The County retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the County is disposing of real property acquired or improved with Federal award funds and acquiring replacement real property under the federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.
2. The County sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the County is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

3. The County transfers title to US Treasury or to a third party designated/approved by US Treasury. The County is entitled to be paid an amount calculated by applying the County's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with Federal award funds vests with the County. 2 CFR 200.313(0).

Use of Equipment: The County must use equipment acquired with Federal award funds for the project for which it was acquired as long as needed, whether or not the project continues to be supported by the Federal award, and the County must not encumber the property without prior approval of US Treasury. 2 CFR 200.313(a){1}-{2}.

When no longer needed for the original project, the equipment may be used in other activities supported by a federal awarding agency, in the following order of priority:

1. Activities under a Federal award from the Federal awarding agency which funded the original project, then
2. Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems. 2 CFR 200.313(c)(1).

During the time that equipment is used on the project for which it was acquired, the County must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The County must not use equipment acquired with the Federal award funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c){3}.

Replacement Equipment: When acquiring replacement equipment, the County may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The County will manage equipment (including replacement equipment) acquired in whole or in part with federal award funds according to the following requirements.

1. The County will maintain sufficient records that include

- a) a description of the property,
 - b) a serial number or other identification number,
 - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. The County will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
 3. The County will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the County.
 4. The County will develop and implement adequate maintenance procedures to keep the property in good condition.
 5. If the County is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The County must provide the equivalent insurance coverage for equipment acquired or improved with federal award funds as provided to property owned by the County. *2 CFR 200.310.*

Disposition of Equipment: When the equipment is no longer needed for its original Federal award purpose, the County may either make the equipment available for use in other activities funded by a federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. *2 CFR 200.313(e).*

1. Equipment with a per-item fair market value of less than \$10,000 may be retained, sold or transferred by the County, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$10,000 may be retained or sold by the County. The County must establish proper sales procedures, in accordance with state law, to ensure

the highest possible return. The County must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal award funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the County to deduct and retain from the Federal share \$1,000 of the proceeds for its selling and handling expenses.

3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the County for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with Federal award funds vests with the County upon acquisition. *2 CFR 200.314(a).*

Use and Disposition of Supplies: If there is a residual inventory of unused supplies exceeding \$10,000 in total aggregate value upon termination or completion of the Federal award project and the supplies are not needed for any other Federal award, the County must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. *2 CFR 200.314(a).*

Noncompetition. As long as the Federal Government retains an interest in the supplies, the County must not use supplies acquired under the federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. *2 CFR 200.314(b)!*

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with Federal award funds must be held in trust by the County as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the County to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a federal award and that use and disposition conditions apply to the property. *2 CFR 200.316.*

VII. IMPLEMENTATION OF POLICY

Lauderdale County Commission shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with Federal award funds. At a minimum, those procedures must address the following:

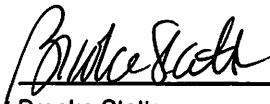
- Ensure proper insurance of property
- Document proper use of property
- Record and maintain required data records for equipment

- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

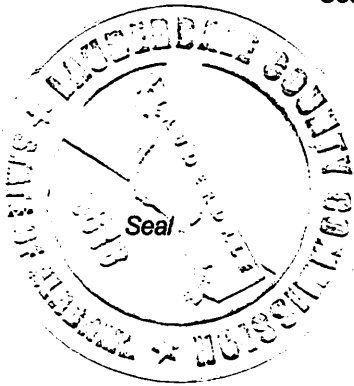
STATE OF ALABAMA
COUNTY OF LAUDERDALE

I, Brooke Statton, County Administrator, certify that the foregoing is a true and correct copy of the Property Management Policy for Federal Awards, approved by the Lauderdale County Commission in a regular meeting convened on the 14th day of April 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Lauderdale County Commission on the 14th day of April 2025.



Brooke Statton,
County Administrator





SUPPLIES INVENTORY POLICY AND PROCEDURE

The Lauderdale County Commission uses both the FIFO method and the consumption method for the expenditure recognition of its supplies inventory.

FIFO METHOD

Lauderdale County Commission uses the First In, First Out (FIFO) inventory management and valuation method. It is a way of valuing inventory and determining the cost of goods used that assumes the oldest items are used first. This means the cost of the earliest purchased items is assigned to the costs of goods used first with the cost of the newest items remaining in the ending inventory.

CONSUMPTION METHOD

Lauderdale County Commission uses the consumption method of accounting to reflect expenditure recognition on its books. The County initially reports inventories and prepaid items they purchase as an asset and defers the recognition of the expenditure until the period the inventories and prepaid items are actually consumed or used.



Brooke Slatton
Lauderdale County Administrator

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

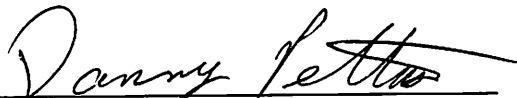
WHEREAS, the Lauderdale County Commission would like to continue partnering with Tennessee Valley Authority in order to conduct litter removal on TVA lands located in Lauderdale County; and

WHEREAS, Jason Butler, an employee with the Lauderdale County Jail performs this service when he is not working for the Jail, and TVA pays the County five-thousand dollars annually; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Cooperative Agreement No. 6253124 with Tennessee Valley Authority, effective immediately and continuing through March 1, 2030.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

ATTACHMENT A SUPPORTING DESCRIPTION

I. INTRODUCTION

TVA and the Agency are currently working to reduce the amount of litter and illegal trash dumping. The Agency maintains programs that work toward goals of litter and solid waste cleanup on recycling and property waste disposal, community beautification and improvement of the environment.

II. SITE DESCRIPTION

Nine total sites

1. Waterloo Campground pull-offs County Road 1, XPR-17PT2, PR-697
2. Wright Community Waterloo Road pull-offs, XPR-22PT2, PR-627
3. Bluff Creek/End of County Road 194, XPR-24PT2, PR-633
4. Prairie Bottom, XPR-25PT2, PR-497
5. Lambs Ferry, XWR-5PT2, WR-436
6. Cypress Creek, XPR-34PT2, PR-1063
7. Anderson Creek, XWR-22PT2, WR-447
8. Elk River HWY 72 boat ramp and parking area, XWR-16PT2, WR-330
9. Dells Vista boat ramp, XWR-9PT2, WR-486

III. OBJECTIVE

- Cleanup -The Agency will administer and coordinate the cleanup of areas listed above.
- Waste Disposal -The Agency will ensure the collected material is properly disposed of in accordance with local and state ordinances.
- Education - The Agency may choose to institute and operate anti-litter campaigns on a countywide basis that are designed to educate the public.

IV. SCOPE OF WORK

The purpose of this Agreement is to continue efforts to reduce littering and illegal garbage dumping through the cleanup of targeted public land sites and nearby road rights-of-way. The Agency will ensure the collected material is properly disposed of in accordance with local and state ordinances. County-wide anti-litter educational programs may also be administered with this Agreement, insofar as the sites, are maintained in a clean manner.

V. DELIVERABLES AND REPORTING

Agency must submit a report on an annual basis for the duration of this Agreement to TVA by March 15, of each year. Agency shall submit all reports to Levi Yancey at leyancey0@tva.gov. At a minimum, each report must include the following details:

- Agreement Number;
- Dates when trash collections occurred;
- Total number of visits performed by Agency employees per year;
- Number of trash bags collected or an approximate total weight of trash collected;
- Occurrences of any large or unusual items collected such as appliances, tires. or discarded building supplies;

In the case of vandalism or unlawful materials are found during a pick-up, Agency shall notify TVA immediately (i.e. signs torn down, porta-johns turned over, remnants of illegal drug manufacture or an environmentally hazardous spill has occurred.) so that appropriate actions can be taken as needed.

VI. EQUIPMENT/MATERIAL REQUIREMENTS

If agreed upon, TVA will provide garbage bags, gloves and trash cans to the Agency. The Agency will be responsible for any additional equipment needed for this work and for the proper disposal of garbage collected in accordance with state and local laws/ordinances.

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ATTACHMENT B

VOLUNTEER WAIVER FORM

WAIVER FORM FOR VOLUNTEERS

TENNESSEE VALLEY AUTHORITY

Volunteer Service Program

AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES (Public Law No. 101-101)

Name (Type or print full name)

Telephone

Address (Street, City, State, Zip Code)

(Brief description of work to be performed, including minimum time commitment required.)

I understand that I will not receive any compensation or payment for the services described above and that volunteers are NOT considered to be TVA employees for any purpose other than tort claims and injury compensation in accordance with the laws and regulations applicable to TVA employees, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits.

I understand that either TVA or I may cancel this agreement at any time by notifying the other party.

I hereby volunteer my services as described above on the conditions described above, to assist TVA in its authorized work.

Signature of Volunteer

Date

TVA agrees to provide the volunteer, while this agreement is in effect, such materials, equipment, and facilities as are available and needed to perform the work described above.

TVA hereby accepts volunteer's offered services subject to the above conditions.

Signature of TVA Employee

Date

WAIVER FORM FOR VOLUNTEERS

CONSENT OF CUSTODIAL PARENT(S) / GUARDIAN(S) AND WAIVER (To be completed for each minor volunteer)

I/we, the custodial parent(s)/guardian(s) of the minor volunteer identified on the first page of this agreement, in consideration of the obligations undertaken by TVA under this agreement, hereby consent to the volunteer's performing the work described in this agreement and accept this agreement on behalf of the volunteer.

Names of custodial parent(s)/guardian(s):

Address

Phone

Residence

Work

Signature(s)

Date

Date

Distribution:

Original to Volunteer's
Personal History Record
Copy to Volunteer

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ATTACHMENT C

TVA PURCHASE ORDER

**TVA Purchase Order Details PO Num: 7729258 Rev Num: 0****PURCHASE ORDER INFORMATION****PO Desc:** [3/2025-3/2029] Lauderdale County, AL Trash and Litter Agreement**Approved Date:** 03/05/2025**Status:** APPR**Contract:****Site:** Office of Environment & Research**Contract Revision:****COI Expiration Date:****DIRECT INQUIRIES TO****BILL TO****SHIP TO****Purchasing Agent:** Shaver, Barry WayneSEND INVOICES TO accounts payable@tva.gov OR

TVA/KNOXVILLE

Phone:

TVA ACCOUNTS PAYABLE, PO BOX 15500

TVA/KNOXVILLE, 400 W. SUMMIT HILL DR

Fax:

KNOXVILLE, TN 37901-5500

KNOXVILLE, TN 37902-1401

Email: bwshaver@tva.gov**Attention:****Attention:****VENDOR INFORMATION****PAYMENT AND SHIPPING**LAUDERDALE COUNTY ALABAMA TRUSTEE
PILOTS - COUNTY COMMISSIONS
200 S COURT ST RM 303
FLORENCE, AL 35630**Payment Terms:** 0 % 0 DISC DAYS 30 NET DAYS**Retention %:** 0**Freight Terms:** SER - Service, FOB N/A**Contact:** BRENDA BRYANT**FOB Point:****Phone:** 256-760-5747**Ship Type:****Fax:** 256-760-5703**Ship Via:****Email:** BBRYANT@LAUDERDALECOUNTYAL.GOV**Approval Amount:** \$25,000.00**PURCHASE ORDER DETAILS****Line Num: 1****Description:** [3/2025-3/2029] Lauderdale County, AL Trash and Litter Agreement

To include the sites listed on the Cooperative Agreement and provide the level of service and frequency as stated

Item Num:**Order Qty:** 25,000.00**Manufacturer:****Order Unit:** DO - DOLLAR**Mfg. Part Num:****Conv Factor:** 1**Contract Technical Steward:** Yancey, Levi E**QA Level:** 0**Unit Cost:** \$1.00**Field Invoice Approver:** Yancey, Levi E**Retention:** N**Line Cost:** \$25,000.00**Ship To:** See Ship To information above**Green Proc:** Not Applicable**Required Date:** 03/05/2025**Vendor Date:****Vendor Instructions:** Submit Invoice to accounts payable@tva.gov

Proper Invoice MUST include date, this PO# and a description of the Services being invoiced for and Include the TVA site where applicable. Include all sites serviced, and frequency during the invoicing period.

External Notes:

N/A

External Attachments:

N/A



AUTHORIZATION			
<hr/>		<hr/>	
Vendor Authorized Signature		TVA Authorized Signature	
<hr/>		<hr/>	
Printed Name/Title		Printed Name/Title	
<hr/>		<hr/>	
Date Signed	Phone	Date Signed	Phone
<hr/>	<hr/>	<hr/>	<hr/>



TERMS AND CONDITIONS

TERM	DESCRIPTION
STD PO TERMS SVS <\$1.5M	<p>STANDARD PO TERMS FOR ONSITE SERVICES <\$1.5M</p> <p>The contractual terms and conditions that apply to TVA Purchase Orders valued at less than \$1,500,000 are available for review at:</p> <p>https://tva-azr-eastus-cdn-ep-tvawcm-prd.azureedge.net/cdn-tvawcma/docs/default-source/information/suppliers/terms-and-conditions/services-under-1-5m-issued-02-09-2024.pdf?sfvrsn=ee3d9c25_1</p> <p>No changes to these terms and conditions are valid or enforceable unless approved in writing by the TVA Contracting Officer.</p>

**COOPERATIVE AGREEMENT
7729258**

This Cooperative Agreement (Agreement), which includes all attachments hereto, (Agreement) sets forth the terms and conditions of an Agreement between the Tennessee Valley Authority (TVA), a corporate agency and instrumentality of the United States of America organized and existing pursuant to the Tennessee Valley Authority Act of 1933, as amended, and Lauderdale County Alabama (Agency).

The parties hereto agree as follows:

1. **Purpose and Work Scope.** The purpose of this Agreement is for Agency to conduct litter removal (remove trash bags and pick up litter left on the ground) on TVA lands located in Lauderdale County ("Work"). The Work requirements, specifications and deliverables are more fully described in Attachment A and are incorporated into the definition of Work.
2. **Term and Termination.** The term of this Agreement begins on its Effective Date, as defined below, and will terminate on March 1, 2030 The Agreement term shall not be extended or deemed to be extended except pursuant to a fully executed written amendment to this Agreement. This Agreement may be terminated for any reason by either TVA or Agency by giving thirty (30) days prior written notice to the other party.
3. **Agency Responsibilities.** Agency shall:
 - a. Comply with the terms of this Agreement.
 - b. Perform the Work as set forth in Attachment A.
 - c. At all times, provide training, supervision, and insurance coverage (in accordance with the requirements of Section 6) for all Agency employees, volunteers, and subcontractors performing the Work, and ensure that all Work performed by any Agency employee, volunteer, and/or subcontractor is performed in a safe manner and in accordance with all appropriate safety precautions and all applicable legal requirements.
 - d. Provide future inspections of project elements and maintenance and operations support for the Work as set forth in Attachment A.
 - e. Obtain any necessary permits and licenses required to perform the Work and comply with all applicable laws and regulations that are applicable to the Work, including TVA rules and regulations that affect the use of the property under this Agreement. Such required permits may include, but are not limited to, professional licenses, business licenses, corporate licenses and certifications, export licenses or authorizations, or Section 26a Permits. "Section 26a Permits" are defined as permits required under Section 26a of the TVA Act to conduct shoreline construction activities. For purposes of this Agreement, "TVA Act" means the Tennessee Valley Authority Act of 1933, as amended, 16 U.S.C. §§ 831–831ee. Nothing in this agreement is intended to convey approval of any activity that would otherwise require approval under Section 26a of the TVA Act, and any necessary Section 26a Permit must be separately obtained pursuant to TVA's Section 26a regulations.
 - f. Keep and make available for a period of three (3) years from the ending date of this Agreement, accurate records and books of accounts showing the items and costs billed under this Agreement, as well as cost data supporting any proposal submitted to TVA in connection with this Agreement. At no expense to Agency and upon reasonable notice, TVA, or its agents, shall have the right to audit without restriction, at any time during normal working hours, the costs incurred in connection with the services performed hereunder and may examine Agency books and records relating thereto. Agency shall

include the requirements of this section in each subcontract hereunder. Agency shall return to TVA any payments made by TVA to Agency which are not in accordance with this Agreement or are for costs not supported by Agency books, records, documents, or other valid evidence.

- g. Require any volunteer performing Work for Agency on the TVA Site to complete the Volunteer Waiver Form included at Attachment C. With TVA's advance written approval, Agency may use a substantially similar form that names TVA as an additional releasee (Agency Waiver Form). Agency shall keep a copy of each executed Volunteer Waiver Form or Agency Waiver Form for a period of three years from the date of the volunteer activity and make such form available to TVA upon request. The obligation to preserve and make available such forms shall survive termination of this Agreement.

4. TVA Responsibilities. TVA shall:

- a. Make annual payment to Agency, in a lump sum total amount of five thousand dollars (\$5,000) for the performance of the Work under this Agreement. This annual amount may only be revised pursuant to an amendment to this Agreement signed by both parties. The total payments under this Agreement shall not exceed the sum of twenty-five thousand dollars (\$25,000) ("Contract Monetary Ceiling". Payment will be made to Agency by TVA within 45 days after receipt by TVA of an acceptable invoice. The invoice should be sent via email to accountspayable@tva.gov. The Agreement number, TVA Purchase Order number (Attachment C) unique invoice number, itemized expenses (if reimbursement of expenses is authorized), summary of charges, total amount due, and date shall be referenced on all invoices. TVA's total payments and liability under this Agreement shall not exceed the Contract Monetary Limit except pursuant to an amendment to this Agreement signed by both parties.
- b. TVA shall provide such technical advice and assistance as TVA, in its sole discretion, determines it is in a position to provide.

5. Onsite Work. If Agency performs the Work in connection with this Agreement on a TVA Site, as further depicted in Attachments A and B ("TVA Site") the following terms and conditions shall apply to such onsite Work:

- a. TVA agrees that Agency, its employees, subcontractors, and volunteers may enter the TVA Site to perform the Work described in Attachment A. Agency shall not reconstruct, relocate, or structurally alter any structure or fixed improvement on the TVA Site unless such reconstruction, relocation, or structural alteration is made with the prior written approval of TVA.
- b. In no way interfere with TVA's or the public's use (if public use is permitted) of all or part of any TVA Site unless specifically authorized in writing by TVA. Agency's use of the TVA Site shall be solely in connection with the Work. Agency will use reasonable care to prevent damage to the TVA Site.
- c. The Native American Graves Protection and Repatriation Act and the Archaeological Resources Protection Act apply to archaeological resources located on the TVA Site. Agency shall not disturb or alter in any way the existing state of any archaeological sites, human remains, funerary objects, sacred objects, objects of cultural patrimony, or any other archaeological resources which may be discovered or identified on or under the TVA Site. Upon the discovery of any such items, Agency shall immediately stop all activity in the area of the discovery, make a reasonable effort to protect such items, and notify TVA's Cultural Compliance Staff by telephone at (865) 632-3660. Agency shall also provide written notification of such discovery to TVA, Cultural Compliance, 400 West

Summit Hill Drive, WT 11-D, Knoxville, Tennessee 37902. Agency shall not resume Work in the area of the discovery until approved by TVA.

- d. Agency shall control all emissions of pollutants that might be discharged or released directly or indirectly into the atmosphere, into any stream, lake, reservoir, watercourse, or surface or subterranean waters, or into or on the ground from any part of the TVA Site, in full compliance with all applicable standards and requirements relating to pollution control of any kind now in effect or hereafter established by or pursuant to federal, state, or local statutes, ordinances, codes, or regulations. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless TVA from any and all claims, costs, or losses that may arise as a result of Agency's breach of this provision.
- e. If there is a discharge or release of a hazardous substance, material, or waste, or of any pollutant or other substance, in or from the TVA Site by any person or entity other than TVA for which a cleanup, remediation, restoration, removal, or other action (hereinafter, individually and collectively, referred to as "environmental response") is ordered or required pursuant to any federal, state, or local statute, regulation, or ordinance, Agency shall bear full responsibility for the cost (including, without limitation, natural resources damages and costs) of said environmental response, and shall not seek any contribution or indemnification from TVA for all or any portion of said costs; provided, however, that nothing in this paragraph is intended to or shall preclude Agency from seeking indemnification or contribution from any other person or entity.
- f. TVA may, in its sole discretion, require Agency to submit a site-specific safety and health plan at least 30 days prior to the start of work under this Agreement. At minimum, Agency's safety and health plan must address the steps Agency will take to promote health and safety in the work environment.
- g. Agency will be proactive in taking necessary measures to avoid accidents or incidents which human health or safety is jeopardized. While performing Work at a TVA Site, Agency will not permit its employees, subcontractors or volunteers to work in surroundings or under working conditions which are unnecessarily dangerous to human safety or health.
- h. Agency shall comply with any applicable provisions of Section 107 of the Contract Work Hours and Safety Standards Act; the Occupational Safety and Health Act of 1970 regulations; and site-specific safety, health, and security requirements. Agency shall initiate and maintain programs to ensure compliance with the foregoing requirements.
- i. Agency shall at all times keep the work area, including storage areas used by it, reasonably free from hazardous and unsanitary accumulations of waste materials or rubbish, and prior to completion of the Work, shall remove any rubbish from the premises and all equipment and material not the property of TVA. Upon completion of the Work, Agency shall leave the Work and the TVA Site in a clean, neat, and workmanlike condition.
- j. TVA has the right, but not the duty, to inspect Agency's operations as it deems appropriate to assure that Agency is complying with the requirements of health and safety laws, regulations, and this Agreement. TVA promptly will notify Agency upon becoming aware of any noncompliance with the foregoing requirements. Upon receipt of such notice, Agency shall immediately take such action as may be required to determine the existence of and to correct such noncompliance. If Agency fails or refuses to correct an unhealthful or unsafe condition, the TVA shall have the authority to issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost as the result of any stop order shall be the subject of a claim for extension

of time or for excess costs or damages by Agency. Any stop order issued by the TVA shall apply to Work performed by the Agency's employees, subcontractors or volunteers. TVA has the authority to, and may, require removal of any person from a TVA Site if, in the opinion of the TVA, the presence of such person endangers the safety or health of others.

- k. Agency shall stop Work if it becomes aware of any safety concerns. Agency shall contact TVA, in accordance with the "Notices" section below, to discuss any safety or other concerns prior to and during performance of the Work. If Agency stops the Work due to a safety concern, Agency shall not resume the Work without prior, written approval of TVA.
- l. TVA shall have the option to examine the TVA Site of any accident immediately following its occurrence to determine (1) the cause or causes of such accident; (2) the degree of personal injuries; (3) the damage to TVA-owned property; (4) the effect of such accident upon completion of the Work; and (5) other pertinent information. In order to accomplish this, TVA shall have the authority to question any persons having knowledge relative to or present when such accident occurred, including any Agency employee, subcontractor, or volunteer.
- m. Should conditions arise on the Work, which require that immediate and unusual provisions be made to protect the public from danger or loss of damage due directly or indirectly to the performance of the Work, Agency shall make the necessary provisions. Agency shall be responsible for the sufficiency and safety of all such temporary works and provisions and shall be responsible for all damage resulting from their insufficiency.
- n. In connection with the Work on the TVA Site, TVA may 1) require Agency to schedule the Work in such a manner as to minimize interference with any TVA operations on the Property; and 2) upon prior notice to Agency, deny access to Agency, volunteers and/or its subcontractors if TVA reasonably determines that such exclusion is consistent with the site safety or security policies.
- o. TVA reserves the right to manipulate the levels of any of its lakes in any manner whatsoever, and to drawdown said lakes at any time. TVA shall not be liable to Agency by reason of any injury to person or property or for loss of life or property suffered or sustained in, upon, or about any of the property as a result of the operations of TVA.
- p. TVA may deny access to the TVA Site for any violation of the terms of this Agreement.
- q. TVA does not provide any warranties that the TVA Site or any means of access to or egress from the property are safe, adequate, or suitable for the purposes for which the TVA Site is permitted to be used under this Agreement, and TVA disclaims all warranties of any kind, whether express or implied.

6. Insurance.

- a. During the term of this Agreement, Agency will maintain at its own expense the following insurance coverages:
 - i. Commercial general liability insurance with combined single limits of \$1,000,000 per occurrence.
 - ii. Auto liability insurance coverage on all owned, non-owned and hired vehicles with limits of \$1,000,000 per accident.
 - iii. Workers' compensation insurance as required by applicable laws, including employers' liability coverage with limits of \$1,000,000 per accident and employee. If any Work is performed on or near navigable bodies of water, then

Agency shall carry insurance covering employee injuries related to this Work as required by applicable laws.

- b. Insurers providing the insurance required above shall be rated A- or better by A.M. Best Company. The liability insurance policies listed above shall name the United States and TVA as additional insureds, contain a severability of interest clause, and waive any insurer right of subrogation in their favor. Policies shall provide 30 days' written notice prior to cancellation or termination. Agency may satisfy the limits above by either securing primary insurance coverage in the amounts specified, or through separate excess liability or umbrella liability insurance (or both), provided that the total insurance coverage limits meet this Agreement's requirements.
 - c. With TVA's prior approval Agency may self-insure all or part of the insurance required above; however, such self-insurance status will in no way diminish Agency's responsibilities to TVA that would have otherwise been covered by insurance if Agency were not self-insured. To receive approval for self-insurance, Agency must submit a self-insurance letter to TVA that (1) lists the self-insurance amount for each insurance coverage listed above, and (2) explains the reason for self-insurance (for example, applicable law limits the liability of the Agency to an amount below the required insurance limits). If TVA approves Agency's self-insurance status, but then Agency's financial status does not meet TVA's minimum standards, Agency must obtain the above insurance coverages. If Agency is self-insured it shall require its subcontractors, if any, under this Agreement to have the insurance coverages set forth above, and upon TVA's request Agency shall provide to TVA evidence of such insurance.
- 7. Indemnity.** To the extent permitted by law, Agency releases and shall indemnify, defend, and hold harmless the United States of America, TVA, and its directors, officers, agents, and employees ("Indemnitees"), from and against any and all claims, demands, liability, losses, damage, costs, or expenses ("Claims") for personal injuries, property damage, or loss of life or property arising out of Agency's or its subcontractors' or its volunteers' performance of Work or the condition or use of the property, including any means of ingress thereto or egress, including, without limitation, liabilities to Agency's employees or any third parties for such injuries or damages, and all expenses (and reasonable attorneys' fees) incurred by Indemnitees in connection with such Claims. However, Agency is not liable to Indemnitees under this section to the extent that the Claims are proximately caused by the sole negligence of Indemnitees.
- 8. No rights in property.** This Agreement conveys no property rights, interest or estate in land or title to real property and grants no exclusive license. This Agreement in no way recognizes or confers land rights necessary for approval under Section 26a of the TVA Act.
- 9. Rights and Remedies.** TVA shall be entitled to exercise any and all rights available at law or equity, including but not limited to an injunction for any violation or attempted or threatened violation of any of the terms of this Agreement. The remedies provided to TVA in this Agreement are cumulative and are not intended to be exclusive of any other remedies to which TVA may be lawfully entitled. The exercise by TVA of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy nor constitute an election of remedies.
- 10. Warranties.**
- a. All Work conducted by Agency is entirely at its own risk. In executing this Agreement, Agency expressly understands and agrees that TVA makes no warranty, express or implied, to Agency or any third party in connection with this Agreement.
 - b. Agency represents and warrants that:

- i. it has the full right, power and authority to enter into this Agreement, and to perform and complete the Work described above in compliance with this Agreement and applicable laws;
 - ii. it diligently will perform the Work described above and employ or use sufficient resources necessary to complete its obligations under this Agreement;
 - iii. it shall ensure that it complies with all applicable laws and regulations in connection with the performance of its obligations under this Agreement; and
 - iv. its employees, subcontractors, and volunteers, if any, shall perform and complete their obligations under this Agreement with professional diligence and skills, and exercise the degree of skill and care customarily required by prevailing professional standards and procedures.
 - c. If the Work performed under this Agreement fails to comply with the warranties stated above, TVA may require that Agency re-perform the Work at Agency's expense. Any Work that Agency has re-performed due to a failure to comply with the warranties in this Section will be warranted as provided in subsection (a) above.
- 11. Limitation of Liability.** TVA and its agents and employees undertake no obligation or duty (in tort, contract, strict liability, or otherwise) to Agency or any other party for any damages to property (real or personal) or personal injuries (including death) arising out of or in any way connected with the acts or omissions of Agency or any other persons.
- 12. Waiver of Consequential Damages.** In no event shall either party be liable under this Agreement to the other for consequential, indirect, special, exemplary, or punitive damages arising out of any breach of this Agreement, regardless of (a) whether such damages were foreseeable; (b) whether or not the other party was advised of the possibility of such damages; and/or (c) the legal or equitable theory (whether sounding in contract, tort, or otherwise) upon which the claim is based. Notwithstanding anything to the contrary, the limitations and exclusions set forth in this Section shall not apply to (1) the extent consequential damages are covered by insurance maintained or required to be maintained under this Agreement, (2) any damages or liabilities that are subject to Agency's indemnification obligations under this Agreement, and (3) damages or liabilities that are caused by a party's willful misconduct or intentional breach of this Agreement.
- 13. Force Majeure.** "Force Majeure Event" means the following or similar (in nature and severity) event(s): act of God, act of civil or military authority, war, terrorist attacks, riot, insurrection, unusual or severe weather, inability of either party to obtain any required permits, licenses, or authorizations (specifically including, without limitation, licenses or authorizations required by export control laws), blockades, embargoes, sabotage, or epidemics, in any of the foregoing cases, which: (i) are outside the control and without fault or negligence of a party claiming that such event has occurred, and (ii) directly and actually cause delay(s) in Work or prevent a party's performance or completion of Work. No failure or delay in either party's performance of its obligations under this Agreement will result in a default under this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event, and: (1) the non-performing party is without fault in causing such default or delay; (2) such default or delay could not have been prevented by reasonable precautions; and (3) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means.
- 14. Notices.** All notices by either party to the other must be in writing and delivered: (1) by hand, (2) by a nationally or internationally recognized delivery service entity, with all fees prepaid, (3) by registered or certified mail, return receipt requested, and all fees prepaid, to the party's designated recipient and address stated in this Section, or (4) by means of electronic mail, if confirmed by an electronic read receipt or separate electronic mail acknowledgement, to each party's contact person(s) listed below.

a. For TVA:

- i. Tennessee Valley Authority
- ii. 1101 Market Street
- iii. Chattanooga, Tennessee 37402
- iv. Attention: Barry Shaver
- v. 731-441-4418
- vi. bwshaver@tva.gov

b. For Agency:

- i. Lauderdale County Commission
- ii. Attention: Administrator Brooke Slatton
- iii. 102 South Court St, Suite 600
- iv. Florence, Alabama 35630
- v. 256-760-5747
- vi. bslatton@lauderdalecountyal.gov

15. Public Communications. As directed by TVA, name TVA as a project partner in all media releases and social media listings/communications made in connection with this Agreement. Agency must obtain TVA's written approval prior to making any public disclosures or communications, relating to or referencing TVA, including without limitation, any oral, written, or electronic communication on or through social media, press, or news release(s), video, marketing materials, or other comparable materials. Nothing in this Agreement grants Agency a license or right to use TVA's name, trademark, logo or images without first obtaining TVA's express written consent.

16. Governing Law. This Agreement is governed by and will be construed and interpreted in accordance with the federal laws of the United States of America. In the event such federal laws state no rule of decision with respect to any particular dispute or claim related to this Agreement, the law of the State of Tennessee, except for Tennessee's choice of law provisions, will apply. All claims or disputes related to this Agreement must be filed, prosecuted and litigated to conclusion only in the United States District Court for the Eastern District of Tennessee. With respect to any such claims or disputes, each party hereby: (1) consents to the exclusive jurisdiction of and venue in that court, and waives any objection based on jurisdiction or venue in such court, provided that, either party may bring an action which seeks to enforce a right of indemnity or contribution in any U.S. District Court with proper jurisdiction and venue, in which the underlying claim for which indemnity or contribution is being asserted, and (2) WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. This Agreement is not subject to the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. No Section of this Agreement shall be considered a "disputes" clause within the meaning of the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, and this Agreement is not subject to that Act.


17. Miscellaneous.

- a. **Authority to Bind.** Agency agrees that it does not have the power or authority to bind TVA or to assume or create any obligation or responsibility, express or implied, on TVA's part or in TVA's name, or to represent to any person or entity that it has such power or authority.
- b. **Amendments.** No amendment of this Agreement will be effective unless it is both in writing and signed by the parties' authorized representatives.
- c. **Assignment.** Agency shall not assign or otherwise transfer this Agreement or any of Agency's interest herein for any purpose without the prior written consent of TVA.
- d. **Agent.** It is expressly understood and agreed that neither Agency nor TVA will be considered the agent of the other for any purpose under this Agreement. Agency shall

be held to be an independent Agency and all of Agency's activities shall be conducted and carried on in that status and capacity, and all persons employed or whose services are utilized by Agency on the property, or in the exercise of any activities under this Agreement, shall be Agency's employees, servants, and agents only.

- i. **Terms Incorporated by Reference.** To the extent applicable to this Agreement or the Work, the regulatory provisions listed at TVA's Supplier Connections at <https://www.tva.com/information/supplier-connections/documents-referenced-clauses> under "Referenced Clauses" are incorporated in their entirety into this Agreement.
- e. **Waivers.** A delay or omission by TVA hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party hereto against whom it is asserted and shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- f. **Third party beneficiary.** It is understood and acknowledged that this Agreement is in no way a third-party beneficiary agreement. It is entered into solely to regulate the relationship between TVA, the United States of America, and Agency with respect to the matters addressed herein. The parties do not intend it to create any obligations to any third parties that are enforceable by such parties.
- g. **Counterparts.** The parties may execute this Agreement, including any amendments thereto, in one or more counterparts. Each such counterpart, whether delivered by original paper signature or through any electronic means, is an equally valid original, constitutes one and the same instrument, and binds the parties.
- h. **Electronic Signatures.** The parties may each execute this Agreement, and any amendments thereto, through electronic means and electronic signatures. Such electronic signatures will have the same force and effect as handwritten signatures.
- i. **Severability.** In the event that any provision of this Agreement is found to be unenforceable under applicable law, the parties agree to replace such provision with a substitute provision that most nearly reflects the original intentions of the parties and is enforceable under applicable laws, and the remainder of this Agreement shall continue in full force and effect.
- j. **Attachments.** If any attachments or exhibits are attached to this Agreement, the parties agree that such attachments or exhibits are made a part of this Agreement.
- k. **Entire Agreement.** This Agreement embodies the entire agreement between TVA and Agency and supersedes all other communications, either oral or written. The parties shall not be bound by, or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

Authorized representatives of TVA and Agency hereby execute this Agreement, and as of the date of latest signature, below (the "Effective Date"), bind both parties to the terms of this Agreement.

TENNESSEE VALLEY AUTHORITY	Lauderdale County Alabama
By (Signature): Shaver, Barry Wayne <small>Digitally signed by Shaver, Barry Wayne Date: 2025.03.31 14:08:53 -04'00'</small>	By (Signature): 
Print Name:	Print Name: Danny Pettus
Title:	Title: Chairman
Date:	Date: 4-14-25

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission will recognize the importance of honoring and commemorating the two-hundred fiftieth anniversary of the founding of our nation; and

WHEREAS, the Lauderdale County Commission will pass a proclamation endorsing the national initiative and proclaim Friday, April 18, 2025 as Two Lights for Tomorrow Day; and

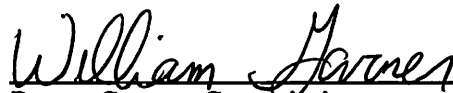
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission passes a proclamation endorsing April 18, 2025 as Two Lights for Tomorrow Day and embrace our God-given rights of life, liberty, and the pursuit of happiness.

Done this the 14th day of April, 2025

LAUDERDALE COUNTY COMMISSION



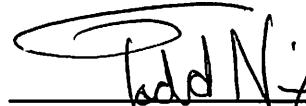
Danny Pettus, Chairman



Roger Garner, Commissioner

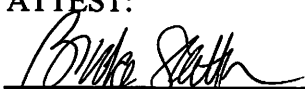


Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, Lauderdale County, Alabama (the "County") needs to establish proper user practice policy for electronic signatures;

WHEREAS, the County recognizes that an electronic signature has legal effect and is enforceable;

WHEREAS, the Lauderdale County Commission (the "Commission") has determined that it is necessary and appropriate to adopt an electronic signatures policy;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION to adopt the policy set out in Addendum 1 to this Resolution.

IN WITNESS WHEREOF, the Lauderdale County Commission has passed this Resolution to be executed in its name.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brooke Slatton, County Administrator

Lauderdale COUNTY, ALABAMA

ELECTRONIC SIGNATURES POLICY

Effective Date

April 14, 2025

Purpose

The purpose of this policy is to establish proper user practices for electronic signatures.

Scope

This policy governs all uses of electronic signatures when conducting business on behalf of the County. This policy applies to all County persons using electronic signatures.

Background

Federal and state law recognizes that an electronic signature has legal effect and is enforceable. To increase the efficiency of transactions that require approval or authorization by signature, the County supports the use of electronic signatures as long as their use meets legal and security requirements.

Definitions

For purposes of this policy, the following definitions apply:

Authentication. The assurance that an electronic signature is that of the individual purporting to sign a record or otherwise approving an electronic transaction.

Electronic Signature. A computer data compilation of any symbol or sound, or a series of symbols or sounds, attached to, or logically associated with, a record and executed and adopted by an individual with the intent to affix a signature to approve the record.

Record. A record created, generated, sent, communicated, received, or stored and signed or approved by electronic means.

Signature Authority. Permission given or delegated to an individual to sign a record (electronically or by hand), access specific County services, and/or perform certain County operations, including executing agreements that bind the County.

Procedure

Electronic signatures may be used to conduct County business as provided for by this policy. Electronic signatures may not be used when an applicable law, regulation, or County policy or process specifically requires a handwritten signature.

General

The County supports and may require the use of electronic signatures when conducting County business. The County, at its discretion, may elect to opt out of conducting business electronically with any party or in any transaction, for any reason or no reason.

The County accepts an electronic signature in place of a handwritten signature in County transactions when a signature is required, **except:**

- in instances in which the other contracting party will not accept an electronic signature; OR
- where applicable law, regulation, or County policy or process requires a handwritten signature or otherwise does not allow an electronic signature.

Validity

To the fullest extent permitted by law, the County accepts electronic signatures as legally binding. An electronic signature is valid if:

- no applicable law, regulation, or County policy or process requires a handwritten signature; and
- the individual has signature authority to sign the record to approve the transaction.

Only persons specifically authorized by the County Commission have signature authority established under this Policy. The mere fact that an individual signs a record with an electronic signature does not guarantee that the record has been signed by an authorized person with the ability to sign, approve, or bind the County with such record.

Authentication

All electronic signatures must employ a County-approved authentication method at the time of signature. When approving an authentication method, the County will consider, among other factors, whether the method:

- uniquely identifies the signer or creator of the record;
- prevents others from using the same identifier; and
- provides a mechanism for determining whether the data contained in the record was changed after it was signed or created.

Retention

Electronic signatures and the associated data to validate the electronic signature are an integral part of the record. Electronically signed documents must follow the same record retention as those using handwritten signatures. The signature and means to verify it need to be maintained for the full records life cycle.

Responsibilities

All individuals with signature authority are responsible for activities conducted under their digital signature and are expected to take all precautions to safeguard their password and files to prevent inappropriate use. Sharing of digital signatures, passwords, or other access tokens is prohibited.

It is a violation of this policy:

- for an individual to affix a signature of another individual, unless he or she has been granted specific, written authority by that individual; or
- to falsify an electronic signature.

County officials and employees are expected to report any actual or suspected fraudulent activities related to electronic signatures immediately to any manager or supervisor or through other appropriate channels.

Non-Compliance

Confirmed violations of this policy will result in consequences commensurate with the offense, up to and including termination of employment, appointment, or other relationships with the County. Individuals may also be subject to criminal prosecution under applicable federal and state laws.

Implementation

Human Resource is responsible for the implementation of this policy, including developing and providing training to the County community prior to their authorized use of electronic signatures.

Review

The County Commission may review and amend this Policy whenever it deems necessary.

Approval



County Commission Chairman

4-14-25
Date

STATE OF ALABAMA §

LAUDERDALECOUNTY §


RESOLUTION

WHEREAS, a Spill Prevention, Control, and Countermeasures (SPCC) Plan proposal for professional services was needed for the Lauderdale County Commission fuel storage tank plan; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to the contract with CDG, Inc for a pollution source assessment, a SPCC Plan Review, a SPCC plan to meet the requirements of the EPA and ADEM, and a final report document certified by an Alabama registered professional engineer for a lump sum of \$4,600.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner



Engineering. Environmental. Answers.

CORPORATE OFFICE
PO BOX 278
ANDALUSIA, AL 36420
334-222-9431

PELHAM OFFICE
700 SOUTHGATE DR., SUITE A
PELHAM, ALABAMA 35124
205-403-2600

PROPOSAL ACCEPTANCE SHEET

Identification of Services	SPCC Plan Preparation
Project Name	Lauderdale County
Project Location	Florence, Alabama

CLIENT

Name	Lauderdale County
Address	P.O. Box 1059, Florence, AL 35631
Phone Number	256-760-5880
Fax Number	
Email Address	dabernathy@lauderdalecountyal.com
Attention:	David Abernathy

FOR CORRESPONDENCE (if different than client)

Name	
Address	
Phone No.	

SPECIAL INSTRUCTIONS:

Please reference the proposal letter dated March 17, 2025.

PROPOSAL ACCEPTANCE

The Terms and Conditions of this Proposal, including the terms on this page and the attached are Accepted this 14TH day of April, 2025.

Lauderdale County Commission

Print or type individual, firm or corporate body name

Danny Pettus

Signature of authorized representative

Danny Pettus, Chairman

Print or type name of authorized representative and title

CDG, INC.

Print or type individual, firm or corporate body name

David Dailey

Signature of authorized representative

David Dailey, P.E.

Print or type name of authorized representative and title

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. CDG Engineers & Associates, Inc. (hereinafter CDG) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and CDG reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay CDG for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, CDG shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, CDG will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. CDG shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Client; provided, however, that claims for money by the Client from CDG under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by CDG under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. CDG shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and CDG shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama.

Client signature agreeing to above terms

CDG signature agreeing to above terms



700 Southgate Drive
Suite A
Pelham, AL 35124
Tel (205) 403-2600
Fax (205) 403-2623

cdge.com

March 17, 2025

David Abernathy
Lauderdale County
P.O. Box 1059
Florence, AL 35631

Reference: **Proposal for Professional Services**
 SPCC Plan Preparation
 1630 State Street
 Florence, Lauderdale County, Alabama

Dear Mr. Abernathy:

CDG, Inc. (CDG) is pleased to provide this proposal to provide professional services related to the preparation of a Spill Prevention, Control and Countermeasures (SPCC) Plan. The scope of services outlined herein have been determined by CDG's staff to meet the regulatory requirements associated with the Lauderdale County facility in Florence, Alabama.

SCOPE OF SERVICES:

Based upon our understanding of the project, the requirements of the project are proposed for completion through the following two work tasks as defined herein.

Task 1 – Pollution Source Assessment

This task will consist of gathering the necessary site characterization information required to determine which materials or practices may be a potential source(s) of storm water pollution at the facility. Activities to be included in this phase are as follows:

- Developing a site map identifying the following information including:
 - Locating discharge points and receiving bodies of water,
 - Identifying drainage patterns and direction of flow;
 - Identifying material storage/handling locations;
 - Locating any structural control measures;
 - Developing a material inventory of types of materials handled, stored, and/or processed on site;
 - Reviewing of any past spills and/or leaks;
 - Identifying any non-storm water discharges;



Engineering. Environmental. Answers.

- Reviewing existing monitoring data where applicable; and
- Summarizing identified pollutant sources and associated risks.

Task 1 will require an onsite facility inspection/review as well as interviews with facility personnel to accomplish the activities described above and design appropriate SPCC Plan.

Task 2 – SPCC Plan Review

This task will involve selecting the appropriate Best Management Practices (BMPs) to address the pollutant sources identified in Task 1. A narrative description of each BMP selected and how it is implemented will be included as part of the SPCC Plan. There are nine baseline BMPs that are required to be included in the plan and they are as follows:

- Good housekeeping;
- Traditional storm water management practices;
- Preventative maintenance;
- Sediment and erosion control;
- Non-storm water discharge information;
- Visual inspections;
- Spill prevention and response procedures;
- Employee training; and
- Record keeping and internal reporting procedures.

Information gathered in Task 1 and Task 2 will then be assembled to prepare a current SPCC Plan to meet the requirements of the EPA and ADEM. Final report documents will be certified by an Alabama registered professional engineer.

PROJECT FEES:

Professional fees have been developed to complete the scope of services outlined. Fees include all necessary professional service efforts to complete the scope and produce the final document as required by the terms of the facility permit. The fee for this work is a lump sum of **\$4,600** to be billed following completion of the final Plan.

CDG appreciates this opportunity to work with Lauderdale County on this important project and is committed to meeting your expectations and is ready to initiate this project upon receipt of written authorization as attached.



Engineering. Environmental. Answers.

Sincerely,
CDG, Inc.

A handwritten signature in blue ink, appearing to read "D. Dailey". The signature is fluid and cursive, with a long, sweeping tail that extends to the right.

David C. Dailey, P.E.
Project Manager

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Solid Waste Department has requested that a debt of one thousand one hundred eighty-four dollars owed by Recon Tree and Development of Cherokee, Alabama be written off after multiple attempts to collect the debt from the former customer were unsuccessful; and

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission that the debt listed above be written off.

Done this the 14th day of April, 2025.

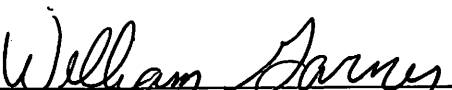
LAUDERDALE COUNTY COMMISSION



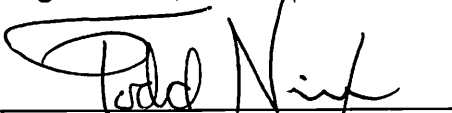
Danny Pettus, Chairman



Brad Black, Commissioner

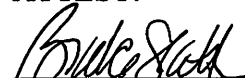


Roger Garner, Commissioner




Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

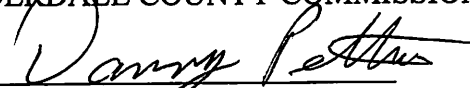
LAUDERDALE COUNTY §

RESOLUTION

THEREFORE, BE IT RESOLVED, the Lauderdale County Commission agrees to send a letter of support concerning the Work Force Development Center. A copy of this letter will be attached to the meeting minutes.

Done this the 14th day of April, 2025.

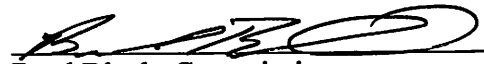
LAUDERDALE COUNTY COMMISSION



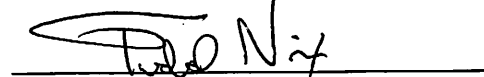
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner



Joe Hackworth, Commissioner

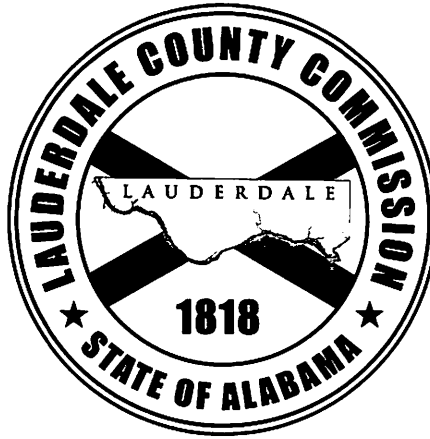

Brooke Slatton, County Administrator

DANNY PETTUS
CHAIRMAN

BROOKE SLATTON
ADMINISTRATOR

ERIC HILL
ENGINEER

CHRISTOPHER A. SMITH
ATTORNEY



MEMBERS

BRAD BLACK
DISTRICT 1

ROGER GARNER
DISTRICT 1

JOE HACKWORTH
DISTRICT 2

TODD NIX
DISTRICT 2

April 14, 2025

Representative Robert B. Aderholt
Washington D.C. Office
266 Cannon House Office Building
Washington D.C. 20515

Re: Lauderdale County Agriculture Center Authority

Dear Congressman Aderholt:

The Lauderdale County Commission would like to express our strong support for the funding request by the Lauderdale County Agriculture Center Authority ("LCACA"), which, together with the Lauderdale County Commission and Lauderdale County Board of Education, aims to enhance and expand critical infrastructure supporting workforce and educational training across both industrial and agricultural sectors.

The Lauderdale County Workforce Training Center ("LCWTC") site was purchased in 2023 and is situated on 12.72 acres located along U.S. Highway 72 within the city limits of Florence, Alabama. The LCWTC will offer extensive educational programs as it will partner with the University of North Alabama and Northwest Shoals Community College. Students will be offered courses/certificates in welding, mechatronics, aircraft maintenance, power general system maintenance, machine tool technology, as well as the development of leadership and soft skills at the state-of-the-art facility.

On property adjacent to the LCWTC, the LCACA is constructing a multi-purpose complex, that will have outdoor arenas and an expo hall and will offer agricultural related programs and training. Also, on adjacent property is Lauderdale County's Innovation Learning Facility that will work with the LCACA and the LCWTC to greatly benefit the citizens of Lauderdale County and will help provide the necessary skilled labor force essential to attract new industry and economic development not only within Lauderdale County but throughout North Alabama.

Thank you for your time and your consideration in funding this important project.

Sincerely,

Danny Pettus, Chairman
Lauderdale County Commission

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees that Chairman, Danny Pettus will sign three power contracts with the City of Florence Utilities for the Workforce Development Center; and

WHEREAS, the Lauderdale County Commission will also agree on a twenty-foot utility easement for the Workforce Development; and

WHEREAS, these three signed power contracts as well as the Tract 1 utility easement will be attached to this resolution in the minutes; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman, Danny Pettus signing all three of these power contracts as well as agreeing on the twenty-foot utility easement for the Workforce Development Center.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

**POWER CONTRACT
BETWEEN
THE CITY OF FLORENCE, ALABAMA
AND
LAUDERDALE COUNTY COMMISSION**

THIS CONTRACT, made and entered into by and between the City of Florence, Alabama (its Electricity Department) hereinafter called "Distributor" and LAUDERDALE COUNTY COMMISSION, hereinafter called "Customer".

WITNESSETH:

WHEREAS, the customer has applied to the Distributor for electricity for the operation of work force development facility, located at 252 Career Dr. Florence, AL, in Lauderdale County, Alabama.

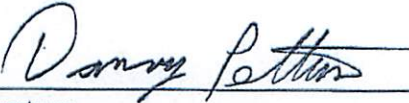
NOW, THEREFORE, in consideration of the premised and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Distributor will make available, and the Customer will pay for, all the electricity required for the operation of above described in accordance with the terms hereof and the Rules and Regulations of the Distributor, a copy of which is available for inspection at Distributor's office. This contract allows a KW demand not exceeding 1000 KW. The customer shall not take electricity in excess of such maximum KW demand except by agreement of Distributor and revision of this contract, but nothing herein contained shall be construed to relieve the Customer of the obligation to pay for such amounts of electricity as may actually be taken or provided and available to Customer under the terms of this contract.
2. The power and energy supplied hereunder shall be purchased and paid for by Customer in accordance with the rates, charges, and provisions, which is distributor's current effective rate schedule GSA Part II, applicable to customers of the same class as "Customer" as modified from time to time by agreement between Distributor and TVA, a copy of which is available for inspection at Distributor's office. The Customer agrees to pay the cost of collection, including a reasonable attorney's fee, plus interest at the legal rate of interest of the unpaid portion if the Distributor's charges to Customer are not paid when due.
3. The electricity furnished hereunder shall be in the form of THREE (3) PHASE, alternating current, at approximately 60 cycles per second and 480Y/277 VOLTS.
4. The point of Delivery for the electricity supplied hereunder shall be the secondary terminal of transformer and maintenance by the Distributor of approximately the above stated voltage and frequency at said Point of Delivery shall constitute delivery of electricity for the purpose of this contract. The electricity to be supplied the Customer hereunder shall be metered at the metering point. Distributor will install only such protective devices as in its opinion are necessary for the protection of its transformer bank or banks and/or the transmission line or transmission lines and facilities supplying power to such point of delivery.
5. The term of this contract shall be FIVE (5) YEAR(S). This contract shall begin on the earlier of: (1) the date the delivery of electricity hereunder is actually begun or (2) N/A and thereafter shall be considered renewed for a month from the expiration of said term, and from month to month thereafter, unless a written notice to the contrary is given by either party to the other at least (1) month prior to the expiration of the term of the contract or any then existing extension thereof, except as otherwise mutually agreed to in writing between the parties hereto.
6. In the event that "Customer" does not commence operation of said business and/or take delivery of power by the date shown in Section (2) of paragraph 5 above, "Customer" agrees to start paying minimum bills based on the contract demand in paragraph 1 above for the full term of this contract. Billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

7. This contract shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors, and assigns of the parties hereto, but is not assignable by the Customer without written consent of the Distributor. In the event of any such assignment, the parties hereto shall remain liable for the faithful performance of this contract in all respects by their respective assigns, and such assigns by acceptance of such transfer or assignment shall likewise become bound for the full performance of this contract until the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed (in duplicate) this 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION
(Customer)

By 
Signature

Danny Pettus
Printed Name

Chairman
Official Capacity

Witness

CITY OF FLORENCE, ALABAMA
(Distributor)

By 
Electricity Department Manager

CUSTOMER NAME: LAUDERDALE COUNTY COMMISSION
ADDRESS: 254 CAREER DR., FLORENCE, AL
KW DEMAND: 500 KW

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Emergency Management Agency would like to request out of state travel approval for Heath Bennett and John Rochester to Charlotte, North Carolina April 21st,2025 through April 25th,2025 for the National REP Conference; and

BE IT RESOLVED, the Lauderdale County Commission approves the Lauderdale County Emergency Management Agency travel requests Charlotte, North Carolina.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



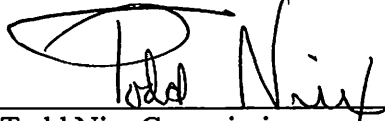
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission and Environmental Systems Corporation wish to enter into a contract for services for commissioning mechanical systems for the new workforce development center; and

WHEREAS, it is in the best interest of Lauderdale County to enter into this contract; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman, Danny Pettus signing the contract with Environmental Systems Corporation for the Workforce Development Center.

Done this the 14th day of April, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

Volkert, Inc.
1616 2nd Ave South
Suite 150
Birmingham, AL 35233
205-214-5500
www.volkert.com



March 27, 2025

Lauderdale County Commission
Commissioner Danny Pettus, Chairman
102 South Court Street
Suite 600
Florence, Alabama 35630

RE: Lauderdale County Workforce Development – Commissioning

Dear Lauderdale County Commission,

Volkert, Inc. has reviewed the proposals for Professional Services for Commissioning for Lauderdale County Workforce Development. The proposal is attached. Volkert, Inc. recommends approval to award a Professional Services Agreement to Environmental Systems Corp. in the amount of \$62,320.00 for the subject project.

Please contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink that reads "Sommer Coleman". The signature is fluid and cursive.

Sommer Coleman
Senior Project Manager – Volkert, Inc.

A handwritten signature in black ink that reads "Danny Pettus". The signature is written in a cursive style and is underlined with a single horizontal line.

Environmental Systems Corporation



mechanical engineering & contracting / commissioning / maintenance

January 30, 2025

Lauderdale County Commission
Danny Pettus, Chairman
P.O. Box 249
Florence, AL 35631

RE: Lauderdale County Work Development Center, Florence, Alabama
GMC Project # - ABHM200035
Commissioning Proposal

Dear Chairman Pettus,

We are pleased to provide you with our proposal for the commissioning of the mechanical systems for the new Lauderdale County Work Development Center in Florence, Alabama. We are providing this proposal based on the drawings developed by Goodwin Mills Cawood Architects and Bernhard TME dated June 8, 2023, and issued for construction. The project is a two-story facility of 81,528 GSF and will include a large turbine area, welding training area, machining training area, storage space, mechatronics labs, PLC labs, flex labs, general classrooms, multi-purpose room, offices, conference spaces and other spaces.

The mechanical system consists of eight (6) constant volume roof mounted AC units with gas heat, two (2) variable air volume, roof mounted AC units with gas heat, one (1) Dedicated Outside Air System (DOAS) that provides ventilation air to the VRF system that serves the administration system, one (1) Variable Refrigerant Flow system that serves the administration system complete with nine (9) indoor fan coil units, twenty-six (26) air terminal units with electric reheat including thirteen (13) fan powered terminal units, six (6) mini-split heat pumps to serve the electrical and data closets, and restroom exhaust fans. The systems will be controlled by a complete temperature control system utilizing a high-speed peer to peer, Direct Digital Control network with a graphical user interface (GUI) that is complete with color graphics. All units will be commissioned. Sampling will not be utilized to commission the equipment.

Our commissioning activities include the following Scope of Work.

CONSTRUCTION PHASE TASKS AND DELIVERABLES

A. Tasks

ESCx Team is responsible for the coordination of the entire commissioning effort with the designers, construction team, and Owner and the following details the commissioning coordination activities.

1. Generate a Commissioning Plan to provide to the commissioning team at the commissioning kick-off meeting. The plan will describe the commissioning process that will be implemented during the project.
2. Conduct the Cx Kick-off Meeting with an additional eight (8) regular on-site Cx meetings during the construction process of the project. The mechanical observations will begin

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during the submittal phase to coordinate the mechanical work with the general and sub-contractors as the equipment is being installed and energized. These meetings will be documented, and meeting minutes distributed to the entire Cx Team.

3. Review the contractor submittals as they relate to commissionability and maintainability of the building systems. The submittals will be used to generate the Pre-Functional Test (PFT) check sheets that will be provided to the contractor for their use during the installation and start-up of the equipment.
4. Verify and coordinate Start-up Testing based on PFT provided forms. ESCx Team will document deficiencies found during this period and track the resolution of each deficiency during the commissioning meetings and in a Commissioning Issues Log. The Cx Issues Log will be updated after each site visit and distributed electronically for appropriate responses by the applicable team member. The Issues Log will be maintained throughout the entire project.
5. ESCx Team will generate Functional Performance Test scripts for use during the Acceptance Phase of the mechanical systems. These forms will be provided to the contractor for review.

B. Deliverables

1. Update the Commissioning Plan to include Cx milestones based on the general contractor's master schedule.
2. Generation of the Pre-Functional Test (PFT) check sheets.
3. Documentation verifying the installation and start-up of mechanical systems.
4. Distribution of the updated Cx Issues Log.
5. Generation of Functional Performance Testing (FPT) procedures for mechanical systems.

ACCEPTANCE PHASE - TASKS AND DELIVERABLES

A. Tasks

1. Functional Performance Testing: ESCx Team will be on-site for two (2) weeks to direct and document the Functional Performance Testing for the HVAC systems.
 - a. All major HVAC systems such as constant volume Roof Mounted Air Conditioning Units (RTU), Variable Air Volume Roof Mounted Air Conditioning Units (VAV RTU), VAV Terminal Units (TU), Dedicated Outside Air System (DOAS), Variable Refrigerant Flow (VRF) system, Ductless-Split AC Units (DS), Exhaust Fans (EF), and Building Automation Systems will be checked.
2. Generate and review trends and graphic screen shots to demonstrate and document the proper operation of the equipment.
3. Verify that the training requirements for building operators have been met.
4. The ESCx Team will develop and assemble the applicable Cx documentation for the systems and equipment for inclusion in the summary Commissioning Report.

B. Deliverables

1. Completed Functional Performance Testing forms
2. Trend Data from equipment
3. Updated Issues Log

4. Equipment Checklist Matrix
5. Summary Commissioning Report

WARRANTY PHASE TASKS AND DELIVERABLES**A. Tasks**

1. ESCx Team will contact the project manager around 10 months into the 12-month warranty period to perform the Warranty Phase review for the building systems and equipment with the Owner.
2. ESCx Team will attend the year-end inspection to review the correction of issues noted at the 10-month review.
3. Verify the O&M manual is updated to reflect the changes noted at the year-end.

B. Deliverables

1. Any documentation produced in connection with Warranty Phase resolutions

FEE FOR COMMISSIONING SERVICES

The fee for the commissioning of the Lauderdale County Innovation Center is a Lump Sum Fee of **\$62,320.00** and is based on the following commissioning tasks.

Construction Phase	33.7%	\$21,006.00
Acceptance Phase	62.7%	\$39,047.00
Warranty Phase	3.6%	\$2,267.00
Total	100.00 %	\$62,320.00

If you have questions, or need any clarification, or further information, please let me know and I will be glad to work with you. I look forward to working with you on this project.

Sincerely,



Paul T. Smith, P.E., LEED® AP, CCP
Vice President of Engineering



CONTRACT

**State of Alabama
County of Lauderdale**

I. THE PARTIES

This contract is made between Lauderdale County, by and through it's governing body,

The Lauderdale County Commission ("County") P.O.Box 1059, Florence,Al. 35631

and, Environmental Systems Corporation ("ESC") 4114 Environmental Cir., Huntsville,Al.35805,

II. SERVICE

Whereas, ESC will perform the Services listed in the written proposal, which is attached and made a part of this contract by reference. Said services shall be made in a timely manner and in keeping with proposal referenced.

III. PAYMENT

Payment from the County shall be issued and paid to ESC monthly. ESC shall send invoices on a monthly basis. The maximum amount of payment is \$62,320.00 for the entirety of this contract.

IV. CONTRACT DOCUMENTS

The contract shall consist of the signed Contract agreement, the written proposal by ESC and the executed resolution of the County.

V. DFAULT

ESC shall be in default of it does not complete it' services in a timely and satisfactory manner.

County shall be in default if it does not pay the contractor and invoiced amount in a timely manner.


VI. TIME OF COMPLETION

ESC shall complete it's work listed in the contract by July 31, 2025.

Done this the 22 day of April, 2025.



Witness



Danny Pettus
Chairman, Lauderdale County Commission

Done this _____ day of _____, 2025.

Witness

ESC by _____