

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 pm. on the 11th day of August, 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 Chairman, Danny Pettus

Award/Presentations: None

Public Comments on Agenda Items: None

Commissioner Garner 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 was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth 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 Garner to approve signing a new Memorandum of Understanding for school resource officers at Lauderdale County Schools. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Black to approve signing an agreement with the City of Florence and the Florence/Lauderdale Emergency Management Agency that will allow the Emergency Management Agency to continue partnering with surrounding counties when responding to emergencies. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve signing a Bridge Investment Program agreement with AECOM. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve appointing Michael Bishop as Deputy Coroner. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix to approve applying for an ARC Grant for the purchase of training equipment for the Workforce Development Center. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix to approve signing the Fiscal Year 2024 EMA Cooperative Agreement. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Hackworth to approve the Riley Jackson, P.C. firm acting on the Commissions behalf regarding the Purdue/Sackler Bankruptcy Plan. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Black to approve signing a MOU with UNA for the Workforce Development Center. Commissioner Garner stated that he would be abstaining from this vote. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner approving signing contracts with Alabama Fiber Network for internet services at the Detention Center and Courthouse. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix approving the invoiced bills. Mr. Hackworth asked Eric Hill, Lauderdale County Engineer what he spent all that money on, and Mr. Hill stated they purchased the Mathis and a lot of asphalt. 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.

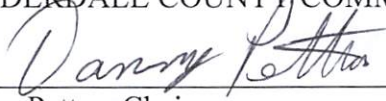
**LAUDERDALE COUNTY CHECKS ISSUED:
July 28, 2025 - August 10, 2025**

1	General-Special	63603-63682	1,628,734.90
2	Agri-Business Fund	4190-4192	898.69
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1165-1171	3,790.91
5	LEPA Fund	9393-9400	5,793.32
6	Gasoline Tax Fund	19385-19397	361,023.50
7	Public Bldg., R & B Special	N/A	0.00
8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	777	212,555.14
11	Reappraisal Fund	13097-13106	46,204.22
12	Tourism, Rec. & Convention Fund	N/A	0.00
13	RSVP Fund	18573-18580	5,897.26
14	Child Protection Fund	1303	1,052.75
15	Rebuild Alabama Gas Tax Fund	1020	368,205.81
16	Rebuild Alabama Diesel Tax Fund	N/A	0.00
17	Federal Aid Exchange Fund	N/A	0.00
18	Workforce Development Center Fund	1154-1157	825,268.09
19	Special Grants	N/A	0.00

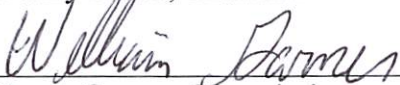
	Fund		
20	Coronavirus Rescue Act Fund	N/A	0.00
21	CDBG Fund	N/A	0.00
22	Solid Waste Fund	9966-9979	261,024.35
23	Account Payable Fund	50322-50386	1,173,029.03
24	Fire Protection Fee Fund	N/A	0.00
25	Industrial Development Tax Fund	1263	540,467.08
26	Tobacco Tax Fund	3221	3,330.00
27	TVA Tax Fund	N/A	0.00
TOTAL			\$ 5,437,275.05

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

LAUDERDALE COUNTY COMMISSION



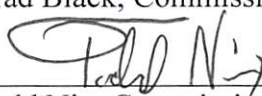
 Danny Pettus, Chairman



 Roger Garner, Commissioner

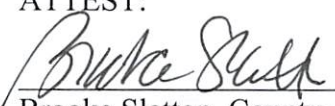


 Brad Black, Commissioner

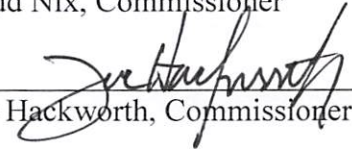


 Todd Nix, Commissioner

ATTEST:



 Brooke Slatton, County Administrator



 Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
August 11, 2025

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Chairman, Danny Pettus
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—MOU with the Lauderdale County Board of Education**
The Commission will vote on signing a new MOU for School Resource Officers.
4. **Resolution—Florence Lauderdale EMA**
The Commission will vote on signing an agreement with the City of Florence and EMA.
5. **Resolution—Bridge Investment Program**
The Commission will decide on signing a BIP agreement with AECOM.
6. **Resolution—Deputy Coroner**
The Commission will decide on appointing a deputy coroner.
7. **Resolution—ARC Grant**
The Commission will vote on applying for an ARC Grant to purchase training equipment for the Workforce Development Center.
8. **Resolution—FY 2024 EMA Cooperative Agreement**
The Commission will vote on signing the EMA Cooperative Agreement for Fiscal Year 2024.
9. **Resolution—Riley Jackson, P.C.**
The Commission will decide on hiring Riely Jackson P.C. firm.
10. **Resolution—MOU with UNA**
The Commission will vote on signing a MOU with UNA for the Workforce Development Center

11. Resolution—Contracts with Alabama Fiber Network

The Commission will vote on signing two contracts with Alabama Fiber Network.

12. 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

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COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the MOU between the Lauderdale County Board of Education and the Lauderdale County Commission for SROs.

Done this the 11th day of August 2025.

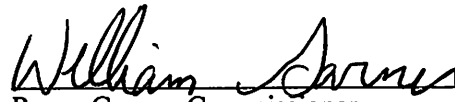
LAUDERDALE COUNTY COMMISSION



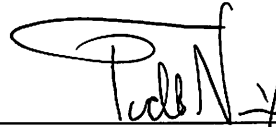
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

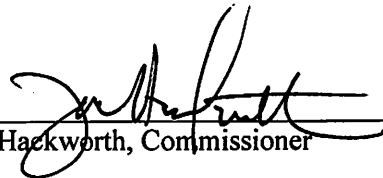


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

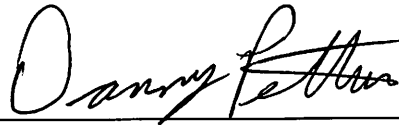
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the signing of a resolution in accordance with Act 2025-206 to allow the Florence Lauderdale EMA to continue to partner with surrounding counties in our response to emergencies.

Done this the 11th day of August 2025.

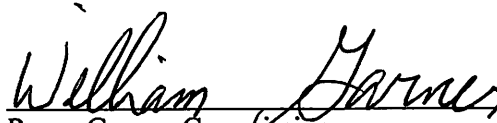
LAUDERDALE COUNTY COMMISSION



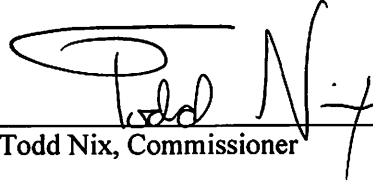
Danny Pettus, Chairman



Brad Black, Commissioner

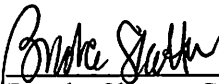


Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

RESOLUTION AND AGREEMENT TO PARTICIPATE IN THE ALABAMA INTER-LOCAL MUTUAL AID AGREEMENT

WHEREAS, Act of Alabama 2025-206 amended the Code of Alabama 1975, §§31-9-9 and §31-9-11 to expand the scope wherein local emergency management organizations may provide reciprocal aid and assistance to other public or private agencies in the State of Alabama pursuant to a mutual aid agreement; and

WHEREAS, Act of Alabama 2025-206 grants the authority to the governing body of each local emergency management organization to develop mutual aid agreements with other public and private agencies within this state for mutual aid and assistance to protect the public peace, health, and safety, and to preserve the lives and property of the people of the state, and it further provides that employees of political subdivisions have the same powers and immunities when they act outside of the political subdivision pursuant to a mutual aid agreement; and

WHEREAS, each Entity desiring to participate in the Alabama Inter-Local Mutual Aid Agreement is required to adopt a resolution, signifying its desire to participate and its agreement to the terms and conditions of participation; and

WHEREAS, the Lauderdale County Commission and the City of Florence desires to adopt and participate in the Alabama Inter-Local Mutual Aid Agreement and understands and agrees to the provisions as set out therein.

NOW, THEREFORE, BE IT RESOLVED, by the Lauderdale County Commission and the City of Florence that the Director of the Florence/Lauderdale County Emergency Management Agency is hereby granted authority to enter this and future mutual aid agreements, as needed, to support prevention, protection, mitigation, response, and recovery of planned or unplanned events, emergencies, and/or disasters.

BE IT FURTHER RESOLVED, that it is the intent of the Lauderdale County Commission and the City of Florence, by adoption of this resolution, to enter into the Alabama Inter-Local Mutual Aid Agreement with all other participating Entities and to agree to all terms and conditions set out therein.

BE IT FURTHER RESOLVED, that a copy of this resolution be immediately forwarded to the Alabama Association of Emergency Managers and the State of Alabama Emergency Management Agency with a request that the Lauderdale County Commission be included as a participant of the Alabama Inter-Local Mutual Aid Agreement.

IN WITNESS WHEREOF, the Lauderdale County Commission and Florence City Council has caused this Resolution to be executed in its name and on its behalf on this:

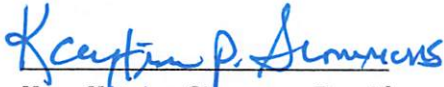
Lauderdale County Commission:

11th day of August, 2025.

Florence City Council and Mayor:

5TH day of AUG., 2025

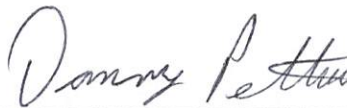
Signed,



Hon. Katrina Simmons, President
Florence City Council

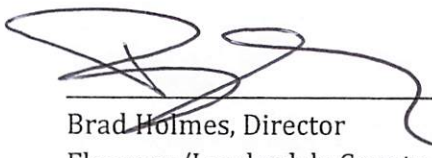


Hon. Andrew Betterton, Mayor
City of Florence



Hon. Danny Pettus, Chairman
Lauderdale County Commission

Attest:



Brad Holmes, Director
Florence/Lauderdale County Emergency Management Agency

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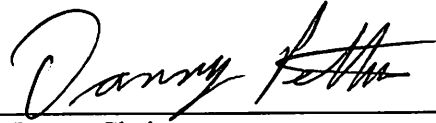
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the Bridge Investment Program agreement with AECOM.

Done this the 11th day of August 2025.

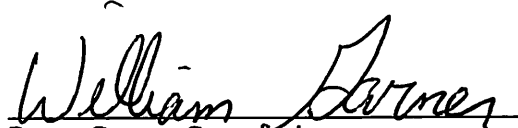
LAUDERDALE COUNTY COMMISSION



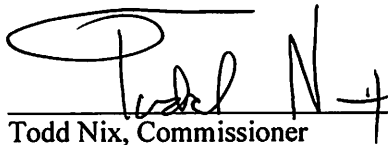
Danny Pettus, Chairman



Brad Black, Commissioner

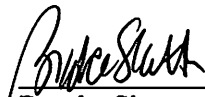


Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

DESIGN ENGINEERING SERVICES AGREEMENT

This Design Engineering Services Agreement ("Agreement") effective this August 11th, 2025, is by and between Lauderdale County, Alabama, a County ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products specifically commissioned by Client for delivery by AECOM to Client and listed in **EXHIBIT A** ("Deliverables") in accordance with the schedule ("Project Schedule").

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 27, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Lauderdale County,
1630 State Street
Florence, Alabama 35631

Attn: Eric Hill, P.E.

TO AECOM:

3800 Colonnade Parkway, Suite 400
Birmingham, Al. 35243
Attn: Eddie Lobdell, P.E.

Claims-related notices shall be copied to:
AMER-DCSProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM.

5.5 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Contractors of their obligation to conduct comprehensive inspections of the construction work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Contractors of their responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work and for all safety precautions incidental thereto.

5.6 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Any reliance upon such opinions, whether by Client or third parties, do so at the relying party's own sole risk.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to rely without independent verification upon the accuracy and completeness of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services. AECOM shall not be responsible for defects in its Services attributable to its reliance upon or use of information provided by Client.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. **INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. **CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except to the extent reasonably believed necessary by AECOM for its performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

9. **DATA RIGHTS**

9.1 All right, title and interest in and to any Deliverables, and excluding any AECOM Intellectual Property, shall be assigned by AECOM to Client upon full payment for the Deliverables. Client acknowledges and agrees that AECOM is the author of, and retains all rights, title and interest in all other intellectual property, including work papers, templates, details, designs, drawings, plans, renderings, analyses, calculations, models, software, macros, applications, specifications, processes, procedures, interim or draft documents,

methodologies, know-how, and any other instruments of service: (a) belonging to AECOM or its consultants prior to the effective date of this Agreement; (b) developed by AECOM or its consultants outside the scope of, or not exclusively pursuant to, this Agreement; (c) licensed by AECOM or its consultants from a third-party; and (d) included within the Deliverables but which are generic, generally applicable to or standard in AECOM's business (collectively, "AECOM Intellectual Property"). To the extent the Deliverables contain, or Client's receipt of the Services require the use of AECOM Intellectual Property, to the extent of AECOM's ownership and control thereof, AECOM hereby grants to Client, upon full payment for the Deliverables and Services, a limited, non-exclusive, non-assignable, royalty-free license to use and sublicense said AECOM Intellectual Property solely and to the extent necessary to achieve the purposes stated in **EXHIBIT A**.

9.2 Nothing in this Agreement shall be construed to prohibit AECOM or its consultants from using for other purposes, clients or projects the skills, knowledge and experience gained by AECOM or its consultants in the performance of the Services and provision of the Deliverables pursuant to this Agreement, provided that AECOM and its consultants do not use Client's Confidential Information.

9.3 AECOM, in developing solutions, testing hypotheses, or documenting designs, may employ advanced technologies for simulation, information modeling, generative design, and the development of project documentation ("Technical Tools"). While these Technical Tools may result in digital files and/or simulations or models ("Datasets"), when not specifically defined within this Agreement, these Datasets will not constitute a Deliverable or portion thereof. Rather, the Technical Tools and Datasets will be a byproduct of AECOM's internal processes and will be AECOM's sole proprietary information. Notwithstanding anything to the contrary in this Agreement, any ownership and data rights provisions will not apply to such Technical Tools and Datasets and AECOM will remain the sole owner of such Technical Tools and Datasets.

9.4 Client understands and accepts that the Services and Deliverables provided by AECOM pursuant to this Agreement are intended by AECOM for the sole use by Client for the specific purpose stated in **EXHIBIT A**. Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless AECOM and its consultants and their directors, officers, employees, agents, representatives, affiliated and parent companies, ("AECOM Indemnities") against any and all claims, suits, causes of action, damages, losses, costs, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including reasonable attorneys' fees and costs of defense, to which AECOM or any of the AECOM Indemnities may become subject as a consequence of any use or modification of, reliance upon, or transmission to a third party of, said Services, Deliverables, AECOM Intellectual Property, by Client outside the scope of this Agreement without the express, written permission by AECOM.

10. **RECORD DRAWINGS** Client shall direct the Contractors to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistently with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Contractors and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement, if any, contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, no electronic files delivered under this Agreement are Contract Documents.

11.2 The electronic files, if any, were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use.

11.3 All indications of AECOM's and AECOM's subconsultants' involvement, including but not limited to seals and signatures, shall be removed from each electronic display and shall not be included in any prints produced therefrom.

11.4 Client understands and agrees that the right to use the electronic files, if such are provided under this Agreement, is specifically limited to the Project and the purpose defined by AECOM and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files. AECOM shall have no liability for third parties' use of or reliance on such files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. **CHANGED SITE CONDITIONS** The discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information provided to and reasonably apparent to AECOM constitutes a changed site condition. To the extent that such changed site condition increases the health and safety risks associated with the Services or requires AECOM to perform services different or in excess compared to those set forth in the Services, AECOM may, at its sole discretion, elect to suspend and/or terminate the related Services and shall be paid for the related Services up through the date of such termination. To the extent that the changed site conditions impact the cost, level of effort or schedule of the Services, equitable adjustments shall be made to the Services, schedule and fee under this Agreement.

14. **MATERIALS AND SAMPLES** Any items, substances, materials or samples removed from the Project Site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes title to said items, substances, materials or samples.

15. **COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. **FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;**
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.**
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;**
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and**
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.**

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage, exclusive of defense obligations, for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

18.2 If Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that Client requires such Contractors to provide to Client.

19. CONSEQUENTIAL DAMAGES WAIVER NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

20. RISK ALLOCATION AND RESTRICTION OF REMEDIES THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the claim, dispute or controversy to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve it. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a Party's admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

22. **GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the Project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

23. **TERMINATION**

23.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

23.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. **ASSIGNMENT**

24.1 Neither Party may assign this Agreement without the written consent of the other Party, which unconcented-to assignment shall be void ab initio.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled, without additional consent, to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

25. **PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. **WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. **SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement. To the extent any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, said provision shall be revised to the limited extent necessary to make that provision legal and enforceable and, to the fullest extent permitted by law, consistent with Parties' original intent.

28. **PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or

panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

29. **SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

30. **ORDER OF PRECEDENCE**

Executed Change Orders
Design Engineering Services Agreement Article 31 "Special Terms and Conditions"
Design Engineering Services Agreement Articles 1 through 30 and 32
EXHIBIT B Compensation and Payment
EXHIBIT A Services
Other contract documents

31. **SPECIAL TERMS AND CONDITIONS**

None

32. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

(Signature page follows)

AECOM Technical Services, Inc.

CLIENT: Lauderdale County, Alabama

Signature

Signature

Printed Name

Danny Pettus
Printed Name

Printed Title

Chairman, Lauderdale County Commission
Printed Title

Date

8-11-2025
Date

Address

3800 COLONADE PKWY SUITE 400
BIRMINGHAM, AL 35243

Address

102 S. Court St. Suite 600
Florence, AL 35630

(End of page)

EXHIBIT A
SERVICESServices:

Agreed to scope of services made part of this agreement as "Attachment A".

Schedule:

Schedule as outlined in the Planning Grant Application and included in "Attachment A"

Deliverables:

Final deliverable will be the grant application for submittal to the USDOT. Interim review submittals for the Environmental Readiness, Structure Selection, & Pre-Scoping Studies may be needed as the individual sections progress.

AECOM Project Manager

Name	Eddie Lobdell
Title	Associate Vice President
Address	3800 Colonnade Parkway, Suite 400, Birmingham, AL 35243
Phone Number	205-970-1443
Email Address	Eddie.lobdell@aecom.com

Client Project Manager

Name	Eric Hill, PE
Title	Lauderdale County Engineer
Address	1630 State Street, Florence, AL 35631
Phone Number	256-710-4386
Email Address	ehill@lauderdalecountyal.gov

(End of page)

EXHIBIT B

COMPENSATION AND PAYMENT

1 COMPENSATION The Services set forth in **EXHIBIT A** will be compensated on the following basis:

☐ Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

:

☐ Time & Material - See Section 2.1 for Hourly Labor Rates

☐ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

☒ Lump Sum [\$320,000]:

Milestone/Deliverable & Date	Payment Amount
Completion of Environmental Readiness Study	20%
Completion of Structure Selection Study	20%
Completion of Pre-Scoping Study	50%
Submittal of Grant to FHWA	10%

☐ Cost Plus Fixed Fee: [Cost \$ and Fee \$]

☐ Other:

2. RATE SCHEDULE Compensation shall be based on the following Hourly Labor Rate Schedule:

2.1 HOURLY LABOR RATE SCHEDULE

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

2.2 OTHER HOURLY LABOR RATE CATEGORIES If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. REIMBURSEABLE EXPENSES Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM plus ten percent (10%) to cover related administrative costs.

4. CHANGE ORDERS The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein.

6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 AECOM LOCKBOX:

AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674

6.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road

City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

(End of page)

AECOM Project Name: _____
AECOM Project No.: _____
Change Order No.: _____

EXHIBIT C

SAMPLE CHANGE ORDER FORM

In accordance with the Consulting Services Agreement dated ____20____ between _____ ("Client"), and _____, a _____ corporation, ("AECOM"), this Change Order, with an effective date of _____, 20____ modifies that Agreement _____ as follows:

1. Changes to the Services:

2. Change to Deliverables:

--

3. Change in Project Schedule (attach schedule if appropriate):

--

4. Change in CONSULTANT's Compensation:

The Services set forth in this Change Order will be compensated on the following basis:

☐ No change to Compensation

☐ Time & Material (See EXHIBIT B for the Hourly Labor Rate Schedule)

☐ Time and Materials with a Not-to-Exceed amount of \$_____. The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

☐ Lump Sum \$ _____

Milestone/Deliverable & Date	Payment Amount
	\$ _____

☐ Cost Plus Fixed Fee: Cost \$ _____ and Fee \$ _____

Therefore, the total authorized Compensation, inclusive of this Change Order is \$ _____.

5. Project Impact:

--

6. **Other Changes** (including terms and conditions):

--

7. All other terms and conditions of the Agreement remain unchanged.

8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT:

Signature

Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Address

Address

[End of Agreement]

Attachment #1

AECOM's Proposal dated July 22, 2025

PROPOSAL

Development of a Bridge Investment Program
Construction Grant Application for Alabama Counties

July 22, 2025

Prepared for:

Alabama County Engineers
Eric Hill, P.E.
1630 State Street
Florence, Al. 35631

Prepared by:

Eddie Lobdell, P.E.
Associate Vice-President
M: 205.288.7588
E: eddie.lobdell@aecom.com

AECOM
3800 Colonnade Parkway, Suite 400
Birmingham, Al. 35243
aecom.com

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Eric Hill, County Engineer
Lauderdale County
1630 State Street Florence, AL 35631

RE: Scope of Services to Conduct a Bridge Investment Program Construction Grant
Investing in Equity and Innovation for Alabama County Bridges

Dear Mr. Hill:

Congratulations on being awarded a Bridge Investment Program(BIP) Planning(BIP) Grant by the U.S. DOT for the above referenced project and thank you for the opportunity to work with Lauderdale County and the Co-Applications to prepare the Construction PIB Application for the project. We are pleased to submit this proposal to perform the Studies and prepare the Application.

Scope of Services:

As outlined in the Planning Grant Application, the Planning Study is to include the following components:

Environmental Readiness Study

The Environmental Readiness Study will develop a preliminary environmental overview in order to begin the environmental process and to identify potential environmental concerns in the vicinity of each bridge crossing. The environmental assessment (not a formal environmental review) process would include file review of U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Alabama Department of Environmental Management, Federal Emergency Management Agency, Alabama Historical Commission and other public agency databases for known environmental concerns in the vicinity of structures identified.

The Environmental Readiness Study will:

- utilize geographic information system tools for screening and mapping environmental features and constraints,
- develop a matrix of bridge site conditions and environmental concerns at each crossing, and
- develop a preliminary public engagement strategy to capture the input of stakeholders and community members who regularly use the existing infrastructure.

Structure Selection Study

A crucial task in undertaking Investing in Equity and Innovation for Alabama County Bridges will comprise of identifying and selecting the most appropriate bridge type for each of the sites. This process is essential as selecting the right structure type is one of the most important aspects of designing a cost-effective bridge. This study will primarily focus on the selection of the most appropriate type of superstructure. As the choice of superstructure is interrelated with the substructure type, foundation and substructure will also need to be considered in identifying and selecting the most appropriate structure type for replacement of the candidate bridges.

Elements to be considered in the structure selection study will include existing approaches to the bridges and if they meet current American Association of State Highway and Transportation Officials (AASHTO) geometric guidelines, span length considerations, deck width with consideration of appropriate lane width as well as the inclusion of pedestrian/cyclist lane, and constructability.

The output from the Structure Selection Study will in part feed into the next stage of the Planning Study, particularly if a similar structure type is selected as the preferred alternative for one or more of the candidate bridges. It is anticipated that innovative construction methods can be employed, such as premanufactured or modular bridge components, in order to expedite construction, reduce the time traffic is disrupted by using lengthy detours while bridges are being built, and decrease construction costs.

Pre-Scoping Study

The Pre-Scoping Study will be a comprehensive and wide-ranging evaluation, the purpose of which is to plan the replacement of the candidate bridges more comprehensively with new infrastructure which will provide safe and reliable mobility options to residents, visitors, and businesses while taking into consideration future transportation needs including the resiliency of Alabama's county road network. The overarching purpose of the Pre-Scoping Study is to ensure that a framework is in place to support the planning and eventual replacement bridges while identifying, defining, and formulating a plan to address all concerns which arise during that process. The Pre-Scoping Study will better define the project prior to commencement of the design process, holistically evaluate all possible design alternatives for the bridge replacements and explore funding options for construction.

Components of the Pre-Scoping Study will include:

- existing condition inventory examining roadway characteristics, bridge geometrics, existing and future traffic volumes, level of service, and capacity,
- a holistic review of the alternatives identified in the Structure Selection study and the selection of preferred alternatives for each of the candidate bridges,
- review of potential detours to reroute traffic during construction in order to minimize disruption to nearby residents and businesses,
- identification of risks and mitigation strategy, including any issues associated with right-of-way acquisition (permanent or temporary) as well as those associated with any utility relocation (if applicable),
- development of cost estimates for each of the candidate bridges,
- identification of potential groupings of bridges with similar structures to be bundled in order to increase the efficiency of construction and reduce costs, and
- roadmap for National Environmental Policy Act (NEPA) compliance and permitting for all candidate bridges, including identification of potential issues or risks which could impede the environmental regulatory process and actions to be undertaken to mitigate these risks.

Proposed Project Budget:

The estimated costs to develop and deliver the Investing in Equity and Innovation for Alabama County Bridges Planning Study is \$320,000 broken down as follows:

Task	Description	Budget	Federal (BIP) Funding	Non-Federal Funding
Environmental Readiness Study	Development of matrix of bridge conditions and environmental concerns for each crossing, preliminary environmental assessment, and preliminary public engagement strategy	\$75,000	\$60,000 (80%)	\$15,000 (20%)

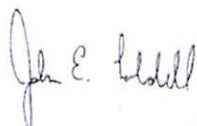
Task	Description	Budget	Federal (BIP) Funding	Non-Federal Funding
Structure Selection Study	Evaluation of different bridge designs to replace the existing bridges, taking into consideration existing approaches to the bridges, superstructure types and interrelated substructure and foundation types, span lengths, hydrology, and conformance with AASHTO guidelines	\$75,000	\$60,000 (80%)	\$15,000 (20%)
Pre-Scoping Study	Evaluation of the alternatives identified in earlier stages, development of risk identification, determination of NEPA compliance and permit requirements and mitigation strategy, development of cost estimates and potential construction groupings in order to construct more economically and efficiently	\$170,000	\$136,000 (80%)	\$34,000 (20%)
Total		\$320,000	\$256,000 (80%)	\$64,000 (20%)

Proposed Project Schedule:

AECOM will complete the Planning Study as expeditiously as possible. While there are many unknowns associated with the future Grant Application requirements and deadlines, AECOM will make every effort to submit the Construction Grant Application as soon as possible in response to the appropriate NOFO.

Thank you for the opportunity to provide these services for your office as well as the other participating Counties in the State of Alabama. If you have any questions about the information provided, please do not hesitate to contact us.

Regards,



John E. Lobdell, P.E.
Associate Vice-President
Eddie.lobdell@aecom.com
Cell 205-288-7588

Signature:

 Aug 13, 2025 12:05:39 CDT

Email: danny.shelly.pettus@gmail.com

AECOM DESIGN ENGINEERING SERVICES AGREEMENT

Final Audit Report

2025-08-13

Created:	2025-08-13
By:	Alisha Jeffreys (ajeffreys@lauderdalecountyal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEDmsSiasTQHoPkDfOr9F2xBOGBoB7y6

"AECOM DESIGN ENGINEERING SERVICES AGREEMENT" History

-  Document created by Alisha Jeffreys (ajeffreys@lauderdalecountyal.gov)
2025-08-13 - 4:06:04 PM GMT
-  Document emailed to danny.shelly.pettus@gmail.com for signature
2025-08-13 - 4:06:12 PM GMT
-  Email viewed by danny.shelly.pettus@gmail.com
2025-08-13 - 5:03:52 PM GMT
-  Signer danny.shelly.pettus@gmail.com entered name at signing as Danny Pettus
2025-08-13 - 5:05:37 PM GMT
-  Document e-signed by Danny Pettus (danny.shelly.pettus@gmail.com)
Signature Date: 2025-08-13 - 5:05:39 PM GMT - Time Source: server
-  Agreement completed.
2025-08-13 - 5:05:39 PM GMT

STATE OF ALABAMA §

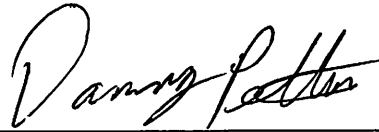
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves to appoint Michael Lee Bishop as a deputy coroner.

Done this the 11th day of August 2025.

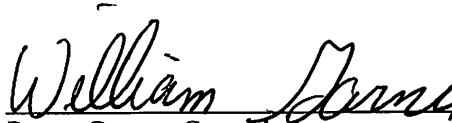
LAUDERDALE COUNTY COMMISSION



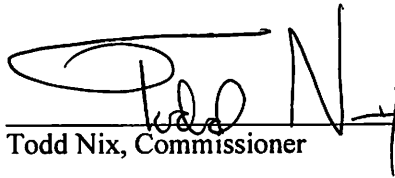
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

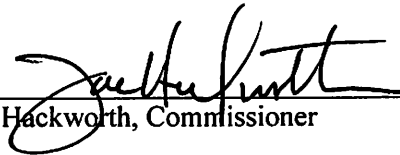


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION

RESOLUTION: 08112025

WHEREAS, the Lauderdale County Commission, proposes to apply for an Appalachian Regional Commission (ARC) grant to purchase training equipment for the Lauderdale County Workforce Training Center.

NOW, THEREFORE, be it resolved by the Lauderdale County Commission as follows:

THAT, THE CHAIRMAN is hereby authorized to execute and submit an application with appropriate assurances to the State of Alabama, Department of Economic and Community Affairs, requesting Fiscal Year 2025 ARC funds in the amount of **\$1,000,000.00** to assist in the implementation of the above referenced project.

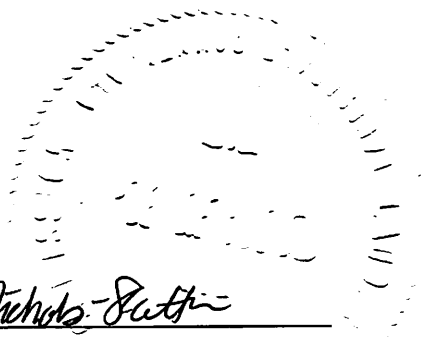
That, the Lauderdale County Commission agrees and hereby commits to provide a cash match in the amount of **\$1,000,000.00** in support of this project, which will be provided by the Shoals Industrial Development Committee.

READ AND APPROVED by the Lauderdale County Commission on this the 11th day of August 2025.

SIGNED FOR THE LAUDERDALE COUNTY COMMISSION:


Chairman

Attest:



STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a resolution for application of an ARC grant for the purchase of training equipment for the Lauderdale County Workforce Training Center. The Lauderdale County Commission agrees to provide a cash match in the amount of \$1,000,000.00 which will be provided by Shoals Industrial Development Committee.

Done this the 11th day of August 2025.

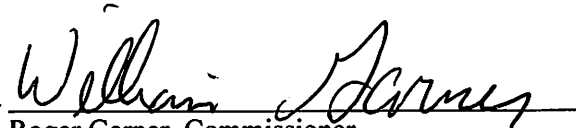
LAUDERDALE COUNTY COMMISSION



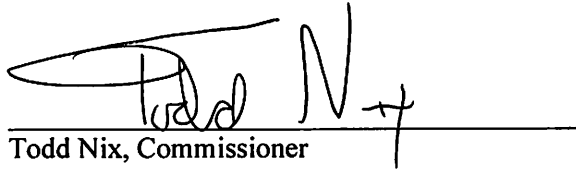
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:


Brooke Slatton, County Administrator
Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

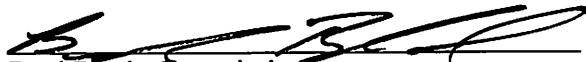
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman to sign the FY 2024 EMA Cooperative Agreement for FY 24 EMPG in the amount of \$56,336.

Done this the 11th day of August 2025.

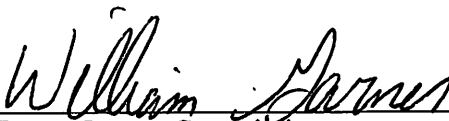
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner

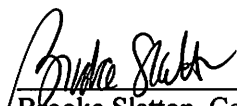


Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

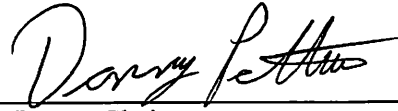
COUNTY OF LAUDERDALE §

RESOLUTION

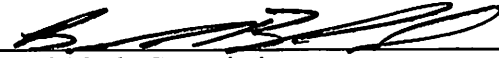
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Riley Jackson, P.C. firm to act on its behalf regarding the Purdue/Sackler Bankruptcy Plan.

Done this the 11th day of August 2025.

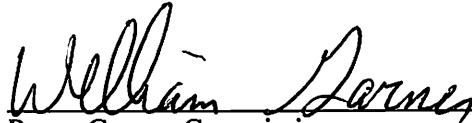
LAUDERDALE COUNTY COMMISSION



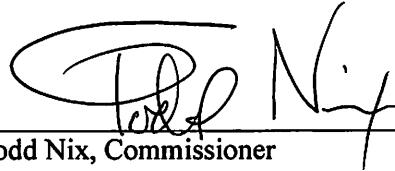
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

August 6, 2025

Privileged and Confidential
Attorney-Client Communication
Not Subject to FOIA or Public Disclosure

Re: Nationwide Opioid Litigation
Recommendation Regarding Purdue/Sackler Bankruptcy Plan
Action Required by August 29, 2025

I am writing to provide the firm's recommendation regarding the Purdue/Sackler settlement and bankruptcy plan.

We have been litigating against Purdue Pharma ("Purdue") since 2017. Purdue was a leading manufacturer of prescription opioids. In 2019, Purdue filed for bankruptcy. That filing stayed the litigation against Purdue. The bankruptcy court extended the scope of the stay to include the Sackler family defendants.

In 2021, a proposed settlement with the Sackler family defendants, along with a corresponding Purdue reorganization plan, was submitted to the bankruptcy court. That plan became the subject of additional litigation. It was challenged and ultimately vacated by the courts. Several states and other plaintiffs objected to the plan's provision releasing the Sackler family from personal liability. In 2024, the U.S. Supreme Court affirmed the invalidation of the proposed settlement and bankruptcy plan.

Following the Supreme Court's decision, the parties resumed negotiations and reached new, two-part proposed settlements. These settlements are being implemented in connection with Purdue's ongoing bankruptcy proceedings and include: (1) a settlement of direct claims against the Sackler family by states, local governments, and other creditors (the "Direct Settlement"), and (2) a settlement of Purdue's bankruptcy estate, which includes contributions from the Sacklers and certain other parties (the "Estate Settlement"). Under the revised plan, the Sackler family defendants will be required to pay \$6.5 billion over 15 years, including \$1.5 billion in the first year.

The 13th Amended Joint Chapter 11 Plan of Reorganization of Purdue Pharma was filed with the Bankruptcy Court on May 16, 2025. It can be reviewed at the following website:
<https://restructuring.ra.kroll.com/purduepharma>

As part of the proposed reorganization, a Governmental Entity and Shareholder Direct Settlement Agreement ("GESA") was negotiated and has been approved by all 50 state attorneys general. The most current version of the GESA can be reviewed at the following link:
<https://nationalopioidsettlement.com/wp-content/uploads/2025/06/7592-Govt-Entity-Direct-Shareholder-Settlement-Agreement-GESA.pdf>

The bankruptcy plan, which is tied to the non-bankruptcy settlement with the Sackler family and their Family Trust, includes a provision I believe should be brought to your attention. Specifically, there are questions about a provision known as the *Special Operating Reserve* ("SOR"). The SOR is a \$800 million fund to be held back from the participating subdivisions fund. It is to be used to cover and indemnify the cost of future litigation and any settlements incurred by the Sackler Family and its Family Trust should any subdivisions decide to opt-out of the settlement. Anything that remains in the SOR fund will be distributed to participating subdivisions when all opt-out litigation is resolved.

The concern with this provision is that it could result in a slightly reduced award for clients that opt-in to the plan. In simple terms, if the plan is approved with the SOR provision in place, and any local governments opt-out, the awards to those clients who opt-in could be marginally decreased.

Most municipalities eligible under the plan lack personal jurisdiction over non-bankruptcy parties such as the Sackler family and the Family Trust. Some municipalities that lack jurisdiction still can vote against the plan, object, or opt-out. This issue is expected to be addressed at the bankruptcy confirmation hearing scheduled for November 10, 2025, but that will not take place until after the voting deadline.

Despite the possibility of a slightly reduced payout, we recommend that you (1) participate in the Direct Settlement, and (2) vote in favor of Purdue Pharma L.P.'s bankruptcy plan.

Below are the two key steps that must be completed should you decide to move forward with participation.

First, eligible subdivisions within each participating state must decide whether to participate in the Direct Settlement. Because Alabama has agreed to this portion of the settlement, you are likely eligible to participate.¹ Rubris in its role as the Claims Administrator has begun distributing the official notice memorandum and will soon send a participation package for review and execution, if it has not already done so. This package will include a participation form and other required documents. I will be copied on all correspondence from the Administrator.

Second, when eligible subdivisions are being solicited to participate in the Direct Settlement, votes will also be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which governs distributions from the Estate Settlement. I will cast the vote on your behalf. However, in accordance with recent case law, I must request that you **sign and return the attached document**, which authorizes our firm to vote on your behalf in this proceeding.

¹Many of our clients hired us after the deadline for filing a Proof of Claim (POCs) within the Purdue bankruptcy, meaning they do not have POCs. For those clients, there currently is an expectation but no guarantee that the Special Master will include in the statewide allocation all political subdivisions and governmental health care entities from which Purdue or the Sacklers require a Release. No additional information on this question will be available until the Special Master makes a final decision, which will likely be after the voting deadline.

We recommend that you:

- (1) authorize our firm to vote on your behalf in favor of Purdue Pharma L.P.'s bankruptcy plan; and
- (2) execute and return the participation agreement and any other documents that may be required related to the Direct Settlement, such as the allocation agreement on which we are currently working but have not yet circulated; and

Please return the Authorization to Vote by August 29, 2025. As always, I am available to discuss these two settlements and our recommendations. Thank you.

Very truly yours,
RILEY & JACKSON, P.C.

A handwritten signature in black ink, appearing to read 'Keith Jackson', is written over the printed name.

Keith Jackson

KJ/mms
Attachment

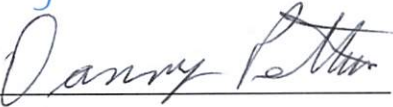
PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT COMMUNICATION /ATTORNEY WORK PRODUCT
NOT SUBJECT TO FOIA DISCLOSURE

Re: Nationwide Opioid Litigation
 Authorization to Vote via Master Ballot Regarding Purdue/Sackler Bankruptcy
 Action Required by August 29, 2025

Lauderdale County Commission authorizes Riley & Jackson, P.C. to vote on its behalf related to the Purdue Pharma L.P.'s bankruptcy plan.

Name of Client: Lauderdale County Commission

Name of Client Representative: Danny Pettus

Client Representative Signature: 

Title: Chairman

Date: 8-11-25

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the MOU between the University of North Alabama and the Lauderdale County Commission for the Workforce Development Training Center.

Done this the 11th day of August 2025.

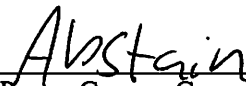
LAUDERDALE COUNTY COMMISSION



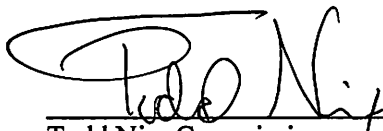
Danny Pettus, Chairman



Brad Black, Commissioner

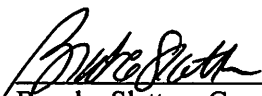


Roger Garner, Commissioner

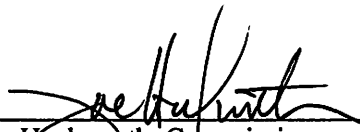


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of the 11 day of August, 2025 by the University of North Alabama ("UNA") and Lauderdale County, a body corporate acting by and through its governing body, the Lauderdale County Commission ("Commission").

Recitals:

WHEREAS, the parties to this MOU wish to enter into an agreement whereby UNA rents space at the new Lauderdale County Workforce Training Center ("WTC") which is currently under construction, and,

WHEREAS, UNA seeks to rent this space at the newly constructed WTC for the purpose of conducting career and technical programs for UNA students, and,

WHEREAS, both parties seek this MOU before enacting and executing the actual lease agreement so that the general terms and understanding can be plainly stated and agreed upon.

NOW THEREFORE, pursuant to the joint and mutual agreement of UNA and the Commission the terms of the MOU are as follows:

- 1.) **TERM:** The lease of the space at the WTC by UNA shall commence upon the execution of the lease and the occupancy by UNA of said rented space at the WTC. Said lease shall be year-to-year and may be extended annually upon the mutual agreement of the parties. Any changes to the terms of the lease at renewal shall be in writing and executed by both parties to said lease.
- 2.) **RENTAL AMOUNT:-** UNA and the Commission acknowledge that a rental fee will be assessed for UNA's use of space within the WTC. The rental amount will be based on the square footage occupied by UNA, along with a proportional share of utility costs. Specific terms, including the square footage allocation, applicable rate, and utility calculation, will be determined and set forth in the subsequent lease agreement to be negotiated and executed by the parties.
- 3.) **PURPOSE:** UNA agrees to utilize its rented square footage space at the WTC for its career and technical programs for its students. It is agreed by both parties that the program conducted at the WTC by UNA must be industry related.
- 4.) **EQUIPMENT AND PROGRAM OPERATIONS:** UNA agrees to provide all equipment and furniture needed to deliver its career and technical education program for students.- Upon termination of this lease, UNA shall, at its own cost, remove its equipment and furniture. UNA shall be solely responsible for the operation of its programs and the management of student participation therein.
- 5.) **RELATIONSHIP OF THE PARTIES:** Nothing contained herein shall be construed as any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. The parties sole relationship is that of lessor and lessee.

- 6.) **GOVERNING LAW:** This MOU shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice-of-law or conflict-of-law provision or rules.
- 7.) **NOTICES:** Any notice or other communications given pursuant to this MOU shall be given by hand delivery, by overnight via a recognized overnight delivery service or by certified mail, postage prepaid as follows:

To UNA University of North Alabama
Attention:

To Commission Lauderdale County Commission
Attention: Chairman
200 S. Court Street #300
Florence, Al. 35630

- 8.) **HOLD HARMLESS AND OTHER PROVISIONS:**
This MOU constitutes the agreement of the parties. The agreement will be consummated upon the execution of the lease for the space at the WTC referred to in this MOU. The actual lease shall state with specificity all elements and forms of said lease. Both parties agree that appropriate mutual hold harmless language shall be stated in the lease and that the actual lease shall control the rented relationships between the parties.

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

Each signature of the parties shall be supported by authorizing resolutions of the Florence City School Board and the Lauderdale County Commission.

University Of North Alabama

By *Craig Thornton*

Oct 22, 2025
Date

Lauderdale County Commission
By *Danmye P. Little*
Chairman
8/11/25
Date

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman to sign contracts with Alabama Fiber Network for internet service at the Detention Center and Courthouse.

Done this the 11th day of August 2025.

LAUDERDALE COUNTY COMMISSION



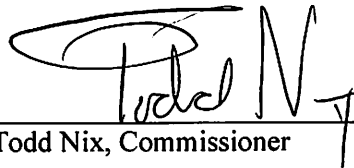
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slaton, County Administrator



Joe Hackworth, Commissioner