

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 28th day of July, 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, Brad Black.

Award/Presentations: None

Public Comments on Agenda Items: Jane Hill had a question concerning the re-subdivision of Forest at the Highlands. Ms. Hill wanted to know if the septic system could accommodate additional houses in this subdivision. Eric Hill, Lauderdale County Engineer stated that the Health Department always has to approve any changes to subdivisions concerning the septic system.

Chairman, Danny Pettus stated that an item was being added to the agenda concerning School Resource Officers in the Lauderdale County School System. Chris Smith, Lauderdale County Attorney said the reason for adding this to the agenda tonight is due to a time factor with kids returning to school very soon. Sheriff, Joe Hamilton stated that he would like the salary to be increased to twenty-five dollars an hour. Commissioner Nix moved, seconded by Commissioner Hackworth to add this to the agenda. There being no further discussion, and upon vote taken, motion was unanimously approved and the SRO Resolution was added as number twelve to the agenda.

Commissioner Black 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 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 distributing a data breach notification policy to all Lauderdale County offices. 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 purchasing Sentinel One Endpoints and amending the necessary budgets to reflect this purchase. 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 Hackworth to approve the Lauderdale County Cyber Security Policy. 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 application for the re-subdivision of Forest at the Highlands. Commissioner Hackworth wanted Eric Hill, Lauderdale County Engineer to brief the Commission on what is happening with this re-subdivision. Mr. Hill stated that lot lines have been adjusted to accommodate adding thirteen lots to the original infrastructure. 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 amending the budget to purchase and install security cameras on the third floor of the Lauderdale County 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 Black to approve entering into a Professional Service Contract with PATH for the removal of hazardous waste from the Lauderdale County 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 Black moved, seconded by Commissioner Hackworth to approve entering into a contract with PATH for HVAC and Lighting Projects in the Lauderdale County 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 Nix moved, seconded by Commissioner Hackworth to approve signing a Memorandum of Understanding with Northwest Shoals Community College for four million nine hundred thousand dollars in appropriations for the design, equipping, and construction of the Lauderdale County 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 Nix moved, seconded by Commissioner Black approving renewing the contract with Republic for the Solid Waste Department. 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 to approve amending Fiscal Year 2025 RRR budget in the amount of eight hundred thousand dollars, for work budgeted and started in FY 2024, but completed and not budgeted in Fiscal Year 2025. 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 Black to increase the Lauderdale County School Resource Officer pay to twenty-five dollars per hour. There being no further discussion, and upon a vote taken, this motion was unanimously approved. The motion is recorded, and made part of these minutes.

Commissioner Nix 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:
July 14, 2025 - July 27, 2025

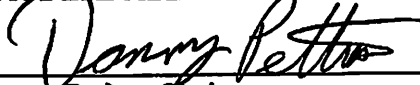
1 .	General-Special	63563-63602	739,158.00
2 .	Agri-Business Fund	4186-4189	976.55
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1157-1164	2,636.53
5 .	LEPA Fund	9387-9392	4,522.45
6 .	Gasoline Tax Fund	19372-19384	286,581.31
7 .	Public Bldg., R & B Special	N/A	0.00

8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	776	54,428.53
11	Reappraisal Fund	13087-13096	51,562.79
12	Tourism, Rec. & Convention Fund	661-663	10,750.00
13	RSVP Fund	18566-18572	2,411.19
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	1152-1153	1,307,322.66
19	Special Grants Fund	N/A	0.00
20	Coronavirus Rescue Act Fund	N/A	0.00
21	CDBG Fund	N/A	0.00
22	Solid Waste Fund	9951-9965	344,653.60
23	Account Payable Fund	50265-50321	787,675.95
24	Fire Protection Fee Fund	N/A	0.00
25	Industrial Development Tax Fund	N/A	0.00
26	Tobacco Tax Fund	N/A	0.00
27	TVA Tax Fund	6719-6731	409,178.79
TOTAL			\$ 4,001,858.35

Eric McMillen from Trailwood St., Florence, Alabama spoke to the Commission about a public nescience in his neighborhood. Mr. McMillen lives in Bellemeade Subdivision, and stated that someone in his neighborhood has couches near the road, lots of garbage that gets in other people's yards when the wind blows. This has been a continued problem, and he has reached out to ADEM, and they will not address this issue until it becomes a larger problem. Chris Smith, Lauderdale County Attorney said he would drive through the neighborhood and check it out for the Commissioners.

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

LAUDERDALE COUNTY COMMISSION



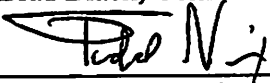
Danny Petrus, Chairman



Roger Garner, Commissioner

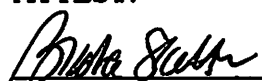


Brad Black, Commissioner

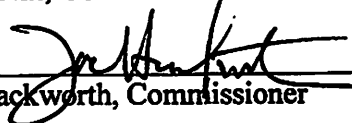


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
July 28, 2025

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner, Brad Black
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—Data Breach Notification Policy**
The Commission will vote on distributing a data breach notification policy to all county offices.
4. **Resolution—Sentinel One Endpoints**
The Commission will vote on purchasing Sentinel One Endpoints and amending the necessary budgets to reflect this purchase.
5. **Resolution—Cyber Security Policy**
The Commission will decide on a Lauderdale County Cyber Security Policy.
6. **Resolution—Re-subdivision Forest at the Highlands**
The Commission will vote on the application for re-subdivision of Forest at the Highlands
7. **Resolution—Security Cameras**
The Commission will vote on amending the budget to purchase and install security camera on the 3rd floor of the Courthouse.
8. **Resolution—PATH Professional Service Contract**
The Commission will vote on signing a profession service contract with PATH for the Lauderdale County Courthouse.
9. **Resolution—PATH HVAC and Lighting Projects**
The Commission will vote on entering into a contract with PATH for HVAC and lighting projects in the Lauderdale County Courthouse.

10. Resolution—MOU with Northwest Community College

The Commission will vote on signing a Memorandum of Understanding with Northwest Shoals Community College.

11. Resolution—Republic Renewal

The Commission will decide on renewing a contract for another year with Republic.

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

Lauderdale County Data Breach Notification Policy

WHEREAS, the Alabama Data Breach Notification Act of 2018 ("the Act") requires counties to provide timely notice to individuals whose sensitive personally identifying information may be compromised due to a breach of security; and

WHEREAS, the Lauderdale County Commission believes it is in the public's interest to protect the sensitive personally identifying information of its residents, permanent and part-time employees, remote workers, contractors, volunteers, suppliers, and interns; and

WHEREAS, based upon the foregoing, the Lauderdale County Commission has developed a Data Breach Notification Policy, which is attached to this resolution;

THEREFORE, BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION that it does hereby adopt the attached Data Breach Notification Policy.

BE IT FURTHER RESOLVED that copies of this resolution and the attached Data Breach Notification Policy be distributed to be distributed to all county commission offices and departments, including but not limited to, the Sheriff's Office, the Revenue Commissioner's Office, the Probate Office, and any other county-funded entity or program.

IN WITNESS WHEREOF, the Lauderdale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 28th day of July, 2025.

LAUDERDALE COUNTY COMMISSION

Absent
Danny Pettus, Chairman

Brad Black
Brad Black, Commissioner

William Barnes
Roger Garner, Commissioner

Todd Nix
Todd Nix, Commissioner

ATTEST:

Brooke Slatton
Brooke Slatton, County Administrator

Joe Hackworth
Joe Hackworth, Commissioner

Lauderdale County Data and Cybersecurity Policy

WHEREAS, as society relies more heavily on technology to acquire, access, utilize, process, distribute, transmit, store, protect, manage, maintain, dispose of or otherwise handle or communicate information, Lauderdale County becomes more vulnerable to data and cybersecurity breaches; and

WHEREAS, human errors, hijacker attacks, and system malfunctions could cause operational disruption, financial impact, and reputational damage to the county; and

WHEREAS, the Lauderdale County Commission believes it is in the public's interest to provide guidelines for acceptable practices, policies, and procedures that minimize the vulnerability of county data, computer equipment, applications, systems, networks, media storage, and other technology infrastructure from illegal or damaging attacks, either knowingly or unknowingly; and

WHEREAS, Section 8-38-3 of the Code of Alabama of 1975 requires counties to implement and maintain reasonable security measures to protect sensitive personally identifying information against a breach of security;

WHEREAS, Section 8-38-3 requires consideration of all of the following:

- (1) Designation of an employee or employees to coordinate the county's security measures to protect against a breach of security;
- (2) Identification of internal and external risks of a breach of security;
- (3) Adoption of appropriate information safeguards to address identified risks of a breach of security and assess the effectiveness of such safeguards;
- (4) Retention of service providers, if any, that are contractually required to maintain appropriate safeguards for sensitive personally identifying information;
- (5) Evaluation and adjustment of security measures to account for changes in circumstances affecting the security of sensitive personally identifying information;
- (6) Keeping the county commission appropriately informed of the overall status of its security measures.

WHEREAS, based upon the foregoing, the Lauderdale County Commission has developed a Data and Cybersecurity Policy, which is attached to this resolution;

THEREFORE, BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION that it does hereby adopt the attached Data and Cybersecurity Policy.

BE IT FURTHER RESOLVED that copies of this resolution and the attached Data and Cybersecurity Policy be distributed to all county commission offices and departments, including but not limited to, the Sheriff's Office, the Revenue Commissioner's Office, the Probate Office, and any other county-funded entity or program.

IN WITNESS WHEREOF, the Lauderdale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 28th day of July, 2025.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

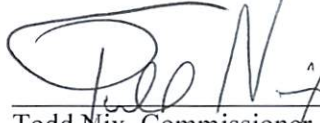


Brad Black, Commissioner



Roger Garner, Commissioner

ATTEST:



Todd Nix, Commissioner



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

Cybersecurity

A Manual for Alabama Counties

Table of Contents

Data Breach Notification Act.....	1
Data and Cybersecurity Policy and Procedure	8
Sample Resolution Adopting a Data and Cybersecurity Policy.....	15
Data Breach Notification Policy and Procedure	16
Sample Resolution Adopting a Data Breach Notification Policy	20
Data or Cybersecurity Incident Reporting Form	21
County Measures for Cybersecurity: Questions to Ask and Tips for Security.....	23

Data Breach Notification Act

The Alabama Data Breach Notification Act of 2018, codified in Ala. Code § 8-38-1 et seq., places obligations on covered entities, which includes counties, regarding the protection of sensitive data they acquire or use such as social security numbers, driver's license numbers, and financial account numbers. The Act defines what constitutes a breach of security and provides for how and when notice must be provided to the parties whose data has been compromised. It also creates certain exemptions.

All county governments, all departments of county governments, all instrumentalities of the county and all third-party agents that maintain electronic records containing sensitive information about Alabama residents must:

- **implement and maintain reasonable security measures** to protect sensitive data or information;
- conduct a good faith and prompt investigation upon the discovery of a **possible** security breach; and
- provide **proper notification** of a security breach to the following: a) impacted Alabama residents; b) the Attorney General's Office, if the number of individuals affected exceeds 1,000; and c) consumer reporting agencies, if the number of individuals impacted exceeds 1,000.

What is a Breach of Security?

Breach of security is defined as the "unauthorized acquisition of data in electronic form containing sensitive personally identifying information."

- A breach under the act only applies to incidents involving 1) electronic records that 2) contain **sensitive personally identifying information**. Ala. Code § 8-38-2(1).

What is Sensitive Personally Identifying information?

Sensitive Personally Identifying Information (SPII) is an Alabama resident's first name or first initial and last name, in combination with any one of the following:

- A Social Security number or tax identification number;
- A driver's license number or any other unique, government-issued identification number used to verify identity;
- Any financial account number in combination with access information (e.g., a security code, expiration date, or PIN);

- Any information regarding a person's medical, mental or physical history, condition or treatment;
- A person's health insurance policy number or subscriber identification number and unique identifier; or,
- A username or email address, in combination with a password or security question and answer.

Ala. Code § 8-38-2(6).

Reasonable Security Measures

All covered entities, including counties, must take measured action to prevent a data breach by implementing and maintaining **“reasonable security measures”** to protect all sensitive information in their possession. *Ala. Code § 8-38-2(3)(a)*. The law includes requirements to assist in identifying internal and external risks to sensitive information before a data breach ever occurs.

Counties must take the following actions to ensure their security measures meet the “reasonable” standard:

1. Designating an employee(s) to coordinate security measures to protect against a potential breach;
2. Identifying internal and external risks of security breach;
3. Adopting and regularly assessing information safeguards to address identified risks of security breach;
4. Retaining any service providers that are contractually obligated to maintain appropriate safeguards for sensitive information;
5. Evaluating and adjusting security measures to account for changes that could affect the security of sensitive information; and,
6. Keeping the county commission informed on the overall status of the security measures.

Ala. Code § 8-38-3(b).

Even with consideration of these factors, however, what actually constitutes “reasonable” security measures will vary by county. Whether a county has instituted “reasonable security measures” will be assessed based on the following factors:

1. the size of the county;
2. the amount of sensitive personally identifying information on file with the county, and the county's use of the information; and,

3. the cost of implementing and maintaining reasonable security measures relative to the county's available resources.

Consideration will be based upon the county's reasonable security measures "as a whole" with an emphasis on data security failures that are "multiple or systemic." *Ala. Code § 8-38-3(c)*.

Investigation of a Security Breach

Even a county with the best-laid security plan could find itself at the center of a data breach. If a county determines that a breach of SPPII has occurred, or is even likely to occur, the law requires it to conduct a "**good faith and prompt investigation**" of the matter.

The investigation should include the following actions:

1. An assessment of the nature and scope of the breach;
2. Identification of any sensitive information that may have been involved in the breach, and the identity of the persons to whom it relates;
3. A determination of whether the sensitive information has been, or is believed to have been, acquired by an unauthorized person, and is likely to cause harm to the individual to whom it relates; and,
4. Identification and implementation of measure to restore the security and confidentiality of the compromised systems.

Ala. Code § 8-38-4(a).

To assess whether SPPII has been acquired or is reasonably believed to have been acquired, the county may consider the following:

1. Indications that the information is in the physical possession and control of a person without valid authorization, such as a lost or stolen computer or other device containing information.
2. Indications that the information has been downloaded or copied.
3. Indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.
4. Whether the information has been made public.

Ala. Code § 8-38-4(b).

NOTIFICATION OF A SECURITY BREACH

Notice to Impacted Individuals

The notification obligations under the law are triggered only when the investigation indicates that SPII has been (or is believed to have been) acquired by an unauthorized person and is likely to cause substantial harm to the individuals who are the subject of the information. *Ala. Code § 8-38-5(a)*. There is no standard in the law for determining if a breach is likely to cause substantial harm to the individuals who are the subject of the accessed information. The law allows the covered entity or the county to determine whether notice is required.

An Alabama example of where a breach was likely to cause substantial harm was where several Alabama hospitals were impacted by a data breach targeting Community Health Systems, a company that owns 206 hospitals across the United States, including 11 in the state of Alabama. Data on more than 4.5 million patients who had been treated by the company's hospitals within the 5 previous years was stolen.

Data Breach Examples in Other States:

- California: A former state employee downloaded sensitive information of thousands of state employees, exposing the affected individuals to potential identity theft.
- Colorado: A resident alerted state officials to the possibility of a juror pool data breach resulting in the risk of identity theft. The breach exposed 620,945 names, as well as corresponding Social Security numbers and dates of birth, on the Judicial Department's internal intranet. Names and other data comprising 41,140 records were exposed externally on the worldwide web.
- Kansas: An email sent by an employee of the Kansas Department for Aging and Disability Services contained an attachment which included names, addresses, dates of birth, and Social Security numbers.
- Louisiana: Employees of the Louisiana Department of Children and Family Services were suspended for not properly discarding personal data. Dozens of personal document copies containing bank records, Social Security cards, birth certificates, and more were found in a trash can when they should have been properly shredded.

- South Carolina: A server at the State's Department of Revenue was accessed by an international hacker, resulting in roughly 3.6 million Social Security numbers and 387,000 debit and credit cards belonging to South Carolina tax payers being stolen. Anyone who had filed an income tax since 1998 became a potential victim of identity theft.
- Virginia: Cyberattackers were able to gain access to the University of Virginia's human resource system in a phishing attack exposing key financial information.
- Wisconsin: Hundreds of Wisconsin residents had their covered information compromised when an encrypted laptop was stolen. Although the laptop was encrypted, the computer's password was stored in the laptop bag.

If a county determines that the notice requirement is not triggered, then it must document that determination in writing and maintain records related to the decision for at least five (5) years. *Ala. Code § 8-38-5(f).*

If the county's investigation indicates that the notice requirements have been met, then all individuals affected by a data breach must be directly notified in writing as quickly as possible, but no later than 45 days after making the determination that notice is required or receiving notice from a third-party agent that a breach has occurred. *Ala. Code § 8-38-5(b).*

The law requires the notification be sent to the mailing address or email address the county has on file for the individual, and should include at least the following information:

1. The date, or estimated date of the breach;
2. A description of the sensitive information that was acquired from the breach;
3. A general description of the actions taken by the county to restore the security and confidentiality of the personal information subject to the breach;
4. A general description of the steps affected individuals can take to protect themselves from identity theft; and,
5. Contact information for the county's designee related to the breach.

Ala. Code § 8-38-5(d).

The law permits covered entities to give substitute notice in lieu of direct notice if at least one of the following circumstances is met:

- The cost of providing direct notice would exceed \$500,000 or is an excessive amount relative to the resources of the covered entity;
- There is insufficient contact information for the individuals requiring notification; or
- Over 100,000 people were affected by the data breach.

Ala. Code § 8-38-5(e)(1).

Substitute notice, when allowable, can be satisfied by placing it in a conspicuous location on the county's website, if available, for 30 days or through print and broadcast media outlets. The law also provides that, with approval from the Attorney General's Office, alternative forms of substitute notice may be permitted. *Ala. Code § 8-38-5(e)(2).*

Notice to the Attorney General

If a data breach impacts more than 1,000 people, the law requires the county to notify the Attorney General no later than 45 days after making the determination that notice is required or receiving notice from a third-party agent that a breach has occurred. *Ala. Code § 8-38-6(a).* Any information provided to the Attorney General that is marked as confidential will not be subject to any requests under the open records or freedom of information laws. *Ala. Code § 8-38-6(d).*

The law requires covered entities to provide the Attorney General with:

1. A summary of the events surrounding the breach;
2. The estimated number of Alabama residents impacted by the breach;
3. A list of any free services being offered to individuals affected by the breach along with instructions on how to use the services; and
4. The contact information of the county designee from whom additional information may be obtained about the breach.

Ala. Code § 8-38-6(b).

Notice to Credit Reporting Agencies

If a security breach impacts more than 1,000 people, the county must notify, without reasonable delay, "all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis...of the timing, distribution, and content of the notices." *Ala. Code § 8-38-7.*

Notification to County by Third-Party Agent

If a third-party agent experiences a security breach in its system, the agent must notify the county about the breach no later than 10 days following the determination or reasonable belief that a security breach has occurred. After receiving such notice from the third-party, the county, not the agent, is required to meet all of the notice requirements under the law. The agent must provide any information in its possession that will aid the county in meeting the notice requirements. *Ala. Code § 8-38-8.*

Penalties and Enforcement for Violations

The Act prohibits the Attorney General from bringing civil penalties against government entities for violations of the notification provisions of this law. The law does authorize the Attorney General to bring an action against any state, county, or city official or employee in his or her official capacity to accomplish any of the following:

- Compel performance of his or her duties or ministerial acts under the law; or
- Enjoin him or her from acting in bad faith or beyond his or her authority under the law.

Ala. Code § 8-38-9(6).

The law requires the Attorney General to submit an annual report to the Governor, Senate President Pro Tem, and the Speaker of the House describing any reported security breaches of governmental entities or their third-party agents. The report must identify any government entity that violated **any** of the requirements in this law in the preceding year. *Ala. Code § 8-38-9(7).*

Disposal

Counties must take measured action to dispose of or arrange for disposal of sensitive information that is no longer required to be retained.

Exemptions

Entities that are already subject to federal laws or regulations that maintain procedures regarding data breach and notification pursuant to those requirements (e.g., financial institutions and healthcare entities) are exempt from the requirements of this Act. Such entities must still provide timely notice to the Attorney General's Office when the breach impacts 1,000 people or more.

Data and Cybersecurity Policy and Procedure

SECTION I. INTRODUCTION

As counties rely more heavily on technology to acquire, access, utilize, process, distribute, transmit, store, protect, manage, maintain, dispose of or otherwise handle or communicate information, the county becomes more vulnerable to data and cybersecurity breaches. Human errors, hijacker attacks, and system malfunctions could cause operational disruption, financial impact, and reputational damage to the county. In order to provide guidelines for acceptable and reasonable practices, policies, and procedures that preserve the integrity of and minimize the vulnerability of county data, computer equipment, applications, systems, networks, media storage, and other technology infrastructure (collectively "Data Assets") from illegal or damaging attacks, either knowingly or unknowingly, the Lauderdale County Commission hereby establishes this Data and Cybersecurity Policy.

SECTION II. PURPOSE

The purpose of this policy is to (a) protect the county Data Assets, (b) define the rules for county and personal use of the Data Assets, (c) outline the protocols and guidelines that govern data security measures, (d) provide for the retention and disposal of Data Assets, and (e) list the county's disciplinary process for policy violations.

SECTION III. SCOPE

This policy applies to all county commission offices and departments, including but not limited to, the Sheriff's office, the Revenue Commissioner's office, the probate office, and any other county-funded entity or program, and applies to permanent and part-time employees, remote workers, third-party agents, contractors, consultants, volunteers, suppliers, interns, and any other individuals who have permanent or temporary access to the county's Data Assets (collectively "Users"). This policy applies to all Data Assets and technology infrastructure, whether owned or leased by the county, and to personally-owned devices connected by wire or wireless service to the county network. This policy also applies to Data Assets purchased using any officials' discretionary funds.

SECTION IV. COMPLIANCE AND TRAINING

Alabama governmental entities, including counties, must comply with the Alabama Data Breach Notification Act of 2018, codified in Ala. Code § 8-38-1 et seq. The Act requires the implementation and maintenance of reasonable security measures for data. Reasonable security measures under the Act include:

- (1) Designation of employee(s) to coordinate the county's security measures to protect against a breach of security;
- (2) Identification of internal and external risks of a breach of security;
- (3) Adoption of appropriate information safeguards to address identified risks of a breach of security and assess the effectiveness of such safeguards;
- (4) Retention of service providers, if any, that are contractually required to maintain appropriate safeguards for sensitive personally identifying information;

- (5) Evaluation and adjustment of security measures to account for changes in circumstances affecting the security of sensitive personally identifying information; and,
- (6) Keeping the county commission appropriately informed of the overall status of its security measures.

The Act also requires security evaluation and assessment. Assessment under the Act includes consideration of: (1) the size of the county, (2) the amount and type of sensitive information in the county's possession and, (3) the cost that would be incurred to establish and maintain security measures.

Non-compliance with this policy may pose risks to the county and to Users, individually. County employees should be trained on cybersecurity measures and this policy within 30 days of employment.

SECTION V. ACCEPTABLE USE

Data Assets are the property of the county. These assets are to be used for business purposes in serving the interests of the county, the residents of the county, and its clients and customers in the course of normal operations. Users are responsible for exercising good judgment regarding the reasonableness of personal use. Users shall not use the Data Assets or any other means of communication or equipment to engage in activities that are in violation of any federal or state law, or that are in violation of any county policy.

SECTION VI. DATA CLASSIFICATION

Users are required to preserve the sanctity of data collected, generated, accessed, transmitted, and stored on the county's Data Assets. Data classification enables the use of data so that information will be protected from unauthorized disclosure, use or modification, and deletion. All data and information entrusted to the county and from third parties falls into one of three sensitivity classifications.

For the purposes of this policy, "sensitive information" is the same as sensitive personally identifying information (SPII) as defined in Ala. Code § 8-38-2(6). Sensitive information is information whose unauthorized disclosure, compromise, or destruction would result in severe damage to the county, its residents, or employees. Users are required to preserve sensitive information. Sensitive information is an Alabama resident's first name or first initial and last name, in combination with any one of the following:

- A Social Security number or tax identification number;
- A driver's license number or any other unique, government-issued identification number used to verify identity;
- Any financial account number in combination with access information (e.g., a security code, expiration date, or PIN);
- Any information regarding a person's medical, mental or physical history, condition or treatment;

- A person's health insurance policy number or subscriber identification number and unique identifier; or,
- A username or email address, in combination with a password or security question and answer.

Restricted information is internal use information that must be guarded due to custody, ethical, or privacy considerations. Although not specifically protected by statute, regulations, or other legal mandates, unauthorized use, access, disclosure, acquisition, modification, loss, or deletion of information could cause monetary loss, damage to the county's reputation, or violate an individual's privacy rights (e.g., educational records, employment history, and biographical information).

Public information is information that is not publicly disseminated, but accessible to the public. This data is either explicitly defined as public information (e.g., employee salary ranges), intended to be readily available to individuals both on and off premises (e.g., an employee's work email address), or not specifically classified elsewhere as protected information. Publicly available information may be subject to appropriate review or disclosure procedures to mitigate potential risks of inappropriate disclosure of data or to organize it according to its risk of loss or harm from disclosure.

Examples of sensitive, restricted, and public information are not intended to be all-inclusive. Additional types of data or information may fall under one of these classifications.

SECTION VII. COUNTY AND PERSONAL DEVICE SECURITY

When Users use county or personal devices to access information from the county Data Assets, they introduce security risks to county data. A device means, but is not limited to, a laptop, tablet, personal computer, workstation, smart phone or mobile device.

To ensure the security of all county-issued devices and Data Assets, all Users are required to:

- Keep all county-issued devices password protected;
- Ensure devices are not exposed or left unattended;
- Refrain from sharing private passwords with coworkers, personal acquaintances, or others;
- Ensure devices are current with security patches and updates and regularly updated with the latest anti-virus, anti-malware, or security software;
- Install security updates of browsers and systems monthly or as soon as updates are available;
- Discourage use of others' devices to access the county's systems, networks, and technology infrastructure;
- Avoid lending county devices to other individuals;
- Use only secure and private networks to log into county systems, networks, and technology infrastructure; and
- Obtain authorization from the County Administrator, IT Manager, or designee before removing devices from county premises.

A personal device means, but is not limited to, a laptop, tablet, personal computer, workstation, smart phone, mobile device, or other device that is authorized to access the county's Data Assets or is used to backup any such device and is owned by a User and acquired voluntarily, without payment by the county and without any expectation of reimbursement for any costs related to the purchase, activation, operational/connectivity charges, service or repairs, or other costs that may be incurred related to the device or its use. The county recognizes that Users may use personal devices to access the county's Data Assets. In such cases, Users must report this information to the County Administrator, IT Manager, or designee for record-keeping purposes. To ensure the county Data Assets are protected, all Users are required to:

- Ensure all personal devices used to access county-related Data Assets are password protected;
- Lock all devices if unattended;
- Ensure all devices are protected at all times;
- Install and regularly update security patches, anti-virus, anti-malware, and security software; and
- Use only secure and private networks.

Devices must be kept up to date with manufacturer or network provided patches. The most recent security patches must be installed on the Data Assets and devices as soon as practical, the only exception being when immediate application would interfere with county operations. At a minimum, patches should be checked for weekly and applied at least once a month.

SECTION VIII. EMAIL SECURITY

Protecting email systems internally and externally is a high priority as emails can lead to data theft, corruption, virus infections, phishing attacks, and scams. Therefore, the county instructs all Users to:

- Verify the legitimacy of each email, including the email address and sender name;
- Avoid opening suspicious emails, attachments, and links;
- Be suspicious of phishing, clickbait titles and links (e.g., offering prizes, advice);
- Look for inconsistencies or giveaways (e.g., grammatical errors, capital letters, overuse of punctuation marks);
- Delete immediately unsolicited email (spam) from unknown parties; and
- Refrain from using county email for personal use.

Users should contact the County Administrator, IT Manager, or designee regarding any suspicious emails.

SECTION IX. PASSWORD MANAGEMENT AND SECURITY

Password leaks can compromise the county's Data Assets. Passwords should remain secret and secure so they will not be easily hacked. For this reason, the county advises all Users to:

- Choose passwords with at least 8 characters (including capital and lower-case letters, numbers, and symbols) and avoid passwords that can easily be guessed (e.g., birthdays);

- Remember passwords instead of writing them down. If required to write them down, all Users should keep the paper or digital document confidential.
- Exchange credentials only when absolutely necessary. When exchanging in person is impossible, all Users should exchange passwords over the telephone instead of via email, and only if they recognize the individual to whom they are speaking; and
- Change passwords regularly, but at minimum every six (6) months.

SECTION X. CLEAR DESK AND SCREEN SECURITY

Users must have an awareness of the importance of keeping both paper and electronic documents and records safe when they are working at their desk, workstation, or screen and have knowledge of how to protect them. This ensures that all sensitive information, whether it be on paper, a storage device, or a hardware device is properly locked away or disposed of when a workstation is not in use. This will reduce the risk of unauthorized access, loss of, and damage to information during and outside of normal business. For a clear desk, Users should operate as follows:

- When leaving a desk for a short period of time, Users must ensure printed matter containing information that is sensitive or confidential is not left in view.
- When leaving a desk for a longer period of time or overnight, Users must ensure printed matter containing sensitive or confidential information is securely locked away.
- Whiteboards and flipcharts must be wiped and removed of all sensitive information.

For a clear screen, Users should operate as follows:

- When leaving the workstation for any period of time, Users must ensure they lock their computer session to prevent unauthorized access to the network and stored information.
- All users must ensure their screens cannot be overlooked by members of the public, or people without the necessary authority when sensitive or confidential data or information is displayed. Where appropriate, privacy filters should be used to protect the information.
- Following up to a maximum of 15 minutes of inactivity, the session will be automatically locked as a failsafe measure.

SECTION XI. SECURE DATA TRANSFER

Transferring data exposes the county to security risks and requires strict safeguards. Users must:

- Avoid transferring sensitive information to other devices or accounts if at all possible;
- Share sensitive information over the county network and not over public Wi-Fi or a private connection;
- Ensure that recipients of the information are properly authorized and have adequate security measures; and
- Report scams, suspicious emails, privacy breaches, and hacking attempts.

SECTION XII. REMOTE ACCESS

Users sometimes access the county's Data Assets from a distance. Secure remote access must be strictly controlled with encryption (e.g., Virtual Private Networks (VPNs)) and strong passwords. It is the responsibility of Users with remote access privileges to the county's network to ensure that their

remote access connection is given the same consideration as the User's on-site connection to the county's data network. General access to the internet for personal use through the county network or Data Assets is strictly limited to Users. When accessing the county network from a personal computer, Users are responsible for preventing access to any county Data Assets by other individuals. Performance of illegal activities through the county network or Data Assets by any User is prohibited.

SECTION XIII. INTERNET AND SOCIAL MEDIA USAGE

Internet usage including social media is owned and operated by the county. Internet usage is intended for normal county business operation purposes. Personal social media use is not allowed during work hours while working on the county's Data Assets. Postings to social networking platforms, including but not limited to, social media, chat rooms, blogs, and forums from a county device, from a personal device while using county Data Assets, or using a county email address are prohibited with the exception of those authorized or designated by the county to be posted on its behalf.

SECTION XIV. ADDITIONAL MEASURES

The county is committed to keeping threats of security breaches to a minimum and enlists the support of all Users. Users are requested to:

- Report any stolen or damaged equipment as soon as possible to the County Administrator, IT Manager, or designee;
- Lock devices and turn off screens when leaving their workstations;
- Change all passwords immediately when a device is lost;
- Avoid suspicious websites; and,
- Not download suspicious, unauthorized, or illegal software on county devices.

SECTION XV. PRIVACY

Users shall have no expectation of privacy for any information they store, send, receive, or access on the county's Data Assets. The county may monitor and inspect all Data Assets of any User without prior notice, in the course of an investigation triggered by indications of misconduct, or on random basis.

SECTION XVI. DATA BACKUP

County data will be backed-up on a regular basis. Backups of data where loss would impact the operation or viability of the county will be taken off-site or written off-site to a secure location in a timely manner. Management of the offsite facility should follow the county's data classification policy and data retention, storage, and disposal practices. The county should ensure that offsite arrangements are periodically assessed, at least annually, for content and security. The county should confirm compatibility of hardware and software to restore archived data, and periodically test and refresh archived data.

SECTION XVII. DATA RETENTION AND DISPOSAL

To provide a comprehensive range of services to the residents of the county, the retention, storage, and disposal of data will be undertaken at appropriate times, with adequate methods to meet legal, regulatory, and any other significant requirements. The county needs to process data and use documentation to be able to provide its services. This requires information to be stored in systems that enable it to honor contracts and other agreements. The county will only hold data and documentation for as long as required and will deploy an effective review mechanism to ensure that this works in practice based on data classification. The county will ensure compliance with all necessary legal and regulatory requirements regarding data and document retention, storage, and disposal. When establishing and/or reviewing retention periods, the following will be considered:

- Local Government Records Commission retention, recommendations, and disposition;
- The objectives and requirements of the county;
- The class of data in question;
- The purpose(s) for which the data in question is collected, held, and processed;
- The county's legal basis for collecting, holding, and processing that data; and,
- Anticipated or pending litigation.

SECTION XVIII. DISCIPLINARY ACTION

Disciplinary action may be taken against Users who expose the county to security breaches. Violation of this policy can lead to disciplinary action up to and including termination. The county's disciplinary protocols are based on the severity of the violation. Unintentional violations may only warrant a verbal warning. Frequent violations of the same nature, however, can lead to a written warning. Intentional violations can lead to suspension or termination of employment, depending on the case circumstances. Users may also be exposed to personal liability.

Lauderdale County Commission Data and Cybersecurity Policy

WHEREAS, as society relies more heavily on technology to acquire, access, utilize, process, distribute, transmit, store, protect, manage, maintain, dispose of or otherwise handle or communicate information, Lauderdale County becomes more vulnerable to data and cybersecurity breaches; and

WHEREAS, human errors, hijacker attacks, and system malfunctions could cause operational disruption, financial impact, and reputational damage to the county; and

WHEREAS, the Lauderdale County Commission believes it is in the public's interest to provide guidelines for acceptable practices, policies, and procedures that minimize the vulnerability of county data, computer equipment, applications, systems, networks, media storage, and other technology infrastructure from illegal or damaging attacks, either knowingly or unknowingly; and

WHEREAS, Section 8-38-3 of the Code of Alabama of 1975 requires counties to implement and maintain reasonable security measures to protect sensitive personally identifying information against a breach of security;

WHEREAS, Section 8-38-3 requires consideration of all of the following:

- (1) Designation of an employee or employees to coordinate the county's security measures to protect against a breach of security;
- (2) Identification of internal and external risks of a breach of security;
- (3) Adoption of appropriate information safeguards to address identified risks of a breach of security and assess the effectiveness of such safeguards;
- (4) Retention of service providers, if any, that are contractually required to maintain appropriate safeguards for sensitive personally identifying information;
- (5) Evaluation and adjustment of security measures to account for changes in circumstances affecting the security of sensitive personally identifying information;
- (6) Keeping the county commission appropriately informed of the overall status of its security measures.

WHEREAS, based upon the foregoing, the Lauderdale County Commission has developed a Data and Cybersecurity Policy, which is attached to this resolution;

THEREFORE BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION that it does hereby adopt the attached Data and Cybersecurity Policy.

BE IT FURTHER RESOLVED that copies of this resolution and the attached Data and Cybersecurity Policy be distributed to all county commission offices and departments, including but not limited to, the Sheriff's Office, the Revenue Commissioner's Office, the Probate Office, and any other county-funded entity or program.

IN WITNESS WHEREOF, the Lauderdale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 22 day of July, 2025..

Chairman, Lauderdale County Commission

Data Breach Notification Policy and Procedure

SECTION I. INTRODUCTION

Pursuant to the Alabama Data Breach Notification Act of 2018, codified in Ala. Code § 8-38-1 et seq., all counties are required to have systems designed to secure all sensitive personally identifying information (SPII) as defined in Ala. Code § 8-38-2(6) or sensitive data ("sensitive data") during its lifecycle. This Policy sets out the procedure to be followed to ensure a consistent and effective approach is in place for managing data breach and information security incidents.

A data breach incident is a suspected or actual event that may adversely impact the confidentiality, integrity, or availability of county data, computer equipment, applications, systems, networks, media storage, and other technology infrastructure (collectively "Data Assets") or any information processed, stored, or transmitted by Data Assets. A data breach incident may include, but is not limited to:

- Loss or theft of sensitive papers or hard copies;
- Data emailed or faxed to the incorrect recipient;
- Loss or theft of equipment on which data is stored;
- Inappropriate sharing or dissemination of data;
- Hacking, malware, or data corruption;
- Information obtained by deception;
- Equipment failure, fire, or flood; and,
- Non-secure disposal of data.

Prompt detection, investigation, and appropriate handling of these incidents is necessary to protect Data Assets critical to the county, to preserve sensitive data privacy and confidentiality, and to facilitate compliance with the law.

In order to standardize the county's response to any data breach or information security incident and ensure that responses are appropriately logged and managed in accordance with the law and best practice, the Lauderdale County Commission hereby establishes this Data Breach Notification Policy and Procedure to be utilized in the event of a data breach or information security incident.

SECTION II. PURPOSE

The purpose of this policy is to define the minimum requirements and responsibilities for detecting, investigating, assessing, and reporting data breach and information security incidents to minimize the negative impact on the confidentiality, integrity, and availability of the county's Data Assets.

SECTION III. SCOPE

This policy applies to all county commission offices and departments, including but not limited to, the Sheriff's office, the Revenue Commissioner's office, the probate office, and any other county-funded entity or program, and applies to permanent and part-time employees, remote workers, third-party agents, contractors, consultants, volunteers, suppliers, interns, and any other individuals who have

permanent or temporary access to the county's Data Assets (collectively "Users"). This policy applies to all Data Assets and technology infrastructure, whether it is owned or leased by the county, and to personally-owned devices connected by wire or wireless service to the county network. This policy also applies to Data Assets purchased using any officials' discretionary funds. This policy relates to all sensitive data controlled or processed by the county regardless of format.

SECTION IV. GOOD FAITH AND PROMPT INVESTIGATION

When a data breach or security incident is detected or reported, key first steps are to investigate and determine (1) the scope of the breach; (2) whose information was compromised and the nature of that information; (3) whether the breached information is reasonably likely to cause substantial harm; and, (4) measures to be taken to restore security of the information and the system breached.

In determining whether the breach is reasonably likely to cause substantial harm, consideration may be given to the following factors:

- (1) whether the information is in the physical possession and control of an unauthorized person;
- (2) whether the information has been downloaded or copied;
- (3) whether the information was used by an unauthorized person; and/or,
- (4) whether the information has been made public.

SECTION V. CONTAINMENT, REPORTING, AND RECOVERY

The county's first response to a cybersecurity threat shall be to isolate the infected Data Assets. This may range from removing the infected Data Assets from the network to severing all connections to other domains in response to a cyber incident. The individual committing the breach or having identified a possible breach should immediately inform the County Administrator, IT Manager, or designee. The immediate priority is to contain the breach and limit its scope and impact.

Where sensitive data has been seen, accessed, or been sent to a person who does not have a legitimate need to see it, Users should contact the recipient and proceed as follows:

- Instruct the recipient not to disseminate the data or discuss it with anyone else;
- Tell the recipient to destroy or delete the data they have received and confirm the action in writing; and,
- Warn the recipient of any implications if they further disclose the data.

Where data has been lost, altered, or has become unavailable, access to the data should be resumed as quickly as possible via backup copies of the data, if available.

A data breach detection, investigation, or incident should be logged stating:

- (1) Date and time of the breach;
- (2) Date and time the breach was detected;
- (3) Who committed the breach;
- (4) Details of the breach;
- (5) Approximate number of individuals involved in the breach;

- (6) Whether the breach was reasonably likely to cause substantial harm; and,
- (7) Details of actions already taken in relation to containment and recovery.

All records relating to the determination of whether the breach was “reasonably likely to cause substantial harm” must be maintained by the county for five (5) years.

SECTION VI. ASSESSING THE RISKS

The County Administrator, IT Manager, or designee will conduct an investigation to assess the risks and will prepare a report. This report will consider the following:

- (1) How the breach occurred;
- (2) The type of data involved;
- (3) The number of and the individuals affected by the breach;
- (4) The sensitivity of the data breached;
- (5) The potential harm to the individuals affected;
- (6) The possible effect if the sensitive data is used inappropriately or illegally;
- (7) For sensitive data that has been lost or stolen, whether there were any protections in place such as encryption;
- (8) The measures taken or proposed to be taken to address the data breach, including, where appropriate, measures to mitigate its possible adverse effects; and,
- (9) Whether notification of the breach should be provided.

Once the breach has been assessed, security measures may be a need to be updated and additional training may need to be conducted.

SECTION VII. NOTIFICATION TO AFFECTED INDIVIDUALS

When the investigation indicates that sensitive data has been, or is believed to have been, acquired by an unauthorized person and is likely to cause substantial harm to the individuals who are the subject of the information, notification must be provided to the affected individuals, without undue delay, particularly if there is a need to mitigate any immediate risk of damage to them. One of the main reasons for informing individuals is to help them take steps to protect themselves from the effects of a breach. All individuals affected by a data breach must be directly notified in writing as quickly as possible, but no later than forty-five (45) days after making the determination that notice is required or receiving notice from a third-party agent that a breach has occurred. Notification must be sent to the mailing address or email address the county has on file for the individual, and should include at least the following information:

- (1) The date, or estimated date of the breach;
- (2) A description of the sensitive data that was acquired from the breach;
- (3) A general description of the actions taken by the county to restore the security and confidentiality of the personal information subject to the breach;
- (4) A general description of the steps affected individuals can take to protect themselves from identity theft; and,
- (5) Contact information for the county's designee related to the breach.

Substitute notice in lieu of direct notice may be given if at least one of the following circumstances is met: (1) the cost of providing direct notice would exceed \$500,000 or is an excessive amount relative to the resources of the covered entity, (2) there is insufficient contact information for the individuals requiring notification, or (3) over 100,000 people were affected by the data breach. Substitute notice, when allowable, can be satisfied by placing it in a conspicuous location on the county's website, if available, for 30 days or through print and broadcast media outlets. Substitute notice methods may also be approved by the Attorney General.

Notification may be delayed when requested by federal or state law enforcement based on a criminal investigation or national security issues. If the county's investigation determines that notification to affected individuals is not required, all records relating to that determination must be maintained by the county for five (5) years.

SECTION VIII. NOTIFICATION TO THE ATTORNEY GENERAL

If a data breach impacts more than 1,000 people, the county must notify the Attorney General no later than forty-five (45) days after making the determination that notice is required or after receiving notice from a third-party agent that a breach has occurred. The county must provide the Attorney General with:

- (1) A summary of the events surrounding the breach;
- (2) The estimated number of Alabama residents impacted by the breach;
- (3) A list of any free services being offered to individuals affected by the breach along with instructions on how to use the services; and
- (4) The contact information of the county designee from whom additional information may be obtained about the breach.

Any information provided to the Attorney General that is marked as confidential will not be subject to any requests under the open records law.

SECTION IX. NOTIFICATION TO CREDIT REPORTING AGENCIES

If a security breach impacts more than 1,000 people, the county must notify, without reasonable delay, "all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis...of the timing, distribution, and content of the notices."

SECTION X. DISCIPLINARY ACTION

Disciplinary action may be taken against Users who expose the county to security breaches. Violation of this policy can lead to disciplinary action up to and including termination. The county's disciplinary protocols are based on the severity of the violation. Unintentional violations may only warrant a verbal warning. Frequent violations of the same nature, however, can lead to a written warning. Intentional violations can lead to suspension or termination of employment, depending on the case circumstances. Users may also be exposed to personal liability.

Lauderdale County Commission Data Breach Notification Policy

WHEREAS, the Alabama Data Breach Notification Act of 2018 ("the Act") requires counties to provide timely notice to individuals whose sensitive personally identifying information may be compromised due to a breach of security; and

WHEREAS, the Lauderdale County Commission believes it is in the public's interest to protect the sensitive personally identifying information of its residents, permanent and part-time employees, remote workers, contractors, volunteers, suppliers, and interns; and

WHEREAS, based upon the foregoing, the Lauderdale County Commission has developed a Data Breach Notification Policy, which is attached to this resolution;

THEREFORE BE IT RESOLVED BY THE LAUDERDALE COUNTY COMMISSION that it does hereby adopt the attached Data Breach Notification Policy.

BE IT FURTHER RESOLVED that copies of this resolution and the attached Data Breach Notification Policy be distributed to be distributed to all county commission offices and departments, including but not limited to, the Sheriff's Office, the Revenue Commissioner's Office, the Probate Office, and any other county-funded entity or program.

IN WITNESS WHEREOF, the Lauderdale County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 22 day of July, 2025.

Chairman, Lauderdale County Commission

Lauderdale County Data or Cybersecurity Incident Reporting Form

Instructions: In the event of a Data or Cybersecurity Incident, this form should be completed as soon as possible and given to the County Administrator, IT Manager, or other person designated by the County Commission to protect against data security breaches. The report should then be brought to the attention of the County Commission.

1. Contact Information for Person Reporting Incident.

Name	
Title	
Office/Department	
Phone Number	
Email Address	

2. Incident Description. Provide a brief description of the incident, including how the incident was detected and what occurred.

3. Incident Details.

Date and Time Incident was Discovered	
Type of Information Involved: Sensitive, Restricted, or Public (see definitions below)	
Has the Incident Been Resolved?	
Source/Cause of the Incident, If Known	
Mitigating Factors	
Approximate Number of Individuals Affected	

Type of Information Involved: Sensitivity Classifications.

Category of Information	Definition
Sensitive information	Alabama resident's first name or first initial and last name, in combination with any one of the following: • A Social Security number or tax identification number; • A driver's license number or any other unique, government-issued identification number used to verify identity; • Any financial account number in combination with access information (e.g., a security code, expiration date, or PIN); • Any information regarding a person's medical, mental or physical history, condition or treatment;

	• A person's health insurance policy number or subscriber identification number and unique identifier; or, • A username or email address, in combination with a password or security question and answer.
Restricted Information	Internal use information that must be guarded due to custody, ethical, or privacy considerations. Although not specifically protected by statute, regulations, or other legal mandates, unauthorized use, access, disclosure, acquisition, modification, loss, or deletion of information could cause monetary loss, damage to the county's reputation, or violate an individual's privacy rights (e.g., educational records, employment history, and biographical information).
Public Information	Information that is not publicly disseminated, but accessible to the public. This data is either explicitly defined as public information (e.g., employee salary ranges), intended to be readily available to individuals both on and off premises (e.g., an employee's work email address), or not specifically classified elsewhere as protected information. Publicly available information may be subject to appropriate review or disclosure procedures to mitigate potential risks of inappropriate disclosure of data or to organize it according to its risk of loss or harm from disclosure.

4. Impact or Potential Impact. Check all that apply.

- ☐ Loss or Compromise of Information
- ☐ Damage to Systems
- ☐ System Downtime
- ☐ Financial Loss
- ☐ Other Organization's Systems Affected
- ☐ Interference with County Operations
- ☐ Unknown

5. Incident Notification. Has anyone been notified of this incident? If yes, provide their name and title.

6. Do you have a reasonable belief that sensitive information has been acquired by an unauthorized person and is reasonably likely to cause substantial harm to individuals to whom the information relates? Examples: (1) information is in the physical possession and control of an unauthorized person; (2) evidence that information was downloaded or copied; (3) evidence that information was used by an unauthorized person; (4) whether the information has been made public.

7. Response. What actions have been taken in response to this incident so far?

What can be done to avoid incidents like this in the future?

County Measures for Cybersecurity: Questions to Ask and Tips for Security

General Questions the Commissioners Should Ask:

What are the county's Data Assets (county data, computer equipment, applications, systems, networks, media storage, and other technology infrastructure), and how are we protecting them?

What layers of protection have we put in place?

- Do we periodically assess cybersecurity vulnerabilities, both internal and external, and if so, when?
- Are we participating in a patch management program?
- Do we use multifactor authentication to access county servers and email?
- Do we protect all of our devices with anti-virus, anti-malware, and endpoint protection software?
- Do we scan incoming emails for malicious attachments and links?
- Do we use encryption tools to ensure integrity and confidentiality of sensitive information on removable media, such as USB devices, memory sticks, CDs, DVDs, etc.?
- Do we require daily backups of critical data that is encrypted and stored off site?
- Do we have a security program that prohibits, tracks, and logs unauthorized access to our system?

How do we know if we have been breached? How do we detect a breach?

What is our response and recovery plan in the event of an incident?

What is the Commission's role in the event of an incident?

Is our Cybersecurity investment enough?

General Questions the Administrators Should Ask:

Does the county have written policies or procedures in place related to Cybersecurity?

Which county department(s) handle sensitive personally identifying information (SPII) or sensitive information?

Does the county retain any service providers or third-party entities that maintain sensitive information on county residents? If so, are there provisions in the contract that require them to maintain safeguards to protect such information? Do the contract provisions adequately address security measures, security incidents, payment protocols, and allocation of liability?

How does the county manage access to sensitive information? Is timely account termination included in the management protocols?

Does the county have a designated employee(s) to handle breaches of sensitive information?

Does the county have a procedure in place for the investigation of an actual or suspected data breach?

Based on the county's current resources, what would be the most efficient way to notify residents in the event of an actual or suspected data breach?

- A. U.S. Mail
- B. Email
- C. The county website
- D. Local newspaper
- E. Other

How many people does the county employ?

What is the estimated population of the county?

Do we provide security awareness training for employees?

Does the county have an incident response plan?

Do we evaluate and adjust security measures periodically?

How often is the Commission updated on the county's data security plans and procedures?

Tips for General Security Safeguards

Safeguarding networks, devices, programs and county Data Assets from malicious attacks, damage, and illegal access prevents access to data while simultaneously ensuring the confidentiality, integrity, and availability of data. Some best practices are:

- Ensure use of up-to-date software and hardware;
- Maintain up-to-date anti-virus and anti-malware software;
- Protect remote access to your network and use a VPN to ensure private connections;
- Use safe file-sharing services;

- Encourage strong passwords (at least 8 characters including capital and lower-case letters, numbers, and symbols);
- Introduce multifactor authentication for logins, especially for remote access;
- Patch and update firewalls and servers;
- Limit access to administrative accounts;
- Employ an endpoint detection and response (EDR) solution;
- Phase out end-of-life (EOL) software and systems;
- Segment sensitive data and critical applications;
- Inventory and manage Data Assets;
- Establish proper data backups;
- Perform vulnerability scans and testing;
- Encrypt laptops, workstations, and sensitive data; and
- Institute data loss prevention.

Tips for Cybersecurity Training for Employees

Human errors can be reduced by conducting regular security awareness training for county employees. Some ways to reduce error are:

- Train all employees on security awareness at the time of hire;
- Periodically train employees (e.g., annually);
- Provide dedicated training for personnel in accounting and finance;
- Use various mediums to provide informal and formal training, i.e.
 - Email reminders
 - Staff meetings
 - Printed reminders in common areas;
- Inform employees that there is zero-trust security – never trust, always verify;
- Instruct employees to be aware of phishing (e.g., look out for emails from unknown or unfamiliar senders and emails with questionable links);
- Require strong passwords and frequent passwords changes;
- Instruct employees to store passwords securely using password manager applications; and,
- Suspend or disable accounts after repeated failed login attempts.

Tips for Email Security

Counties should take cybersecurity measures to secure the access and content of email accounts. Proper email security can protect sensitive information in email communications,

prevent phishing attacks, and protect against unauthorized access, loss, or compromise of one or more email addresses. The following are some measures that can be taken:

- Use multifactor authentication to access county email;
- Promote strong passwords;
- Disable one-factor protocols;
- Configure an “External Email” warning to flag inbound mail;
- Open questionable emails with caution;
- Utilize DMARC,¹ SPF,² and DKIM³ records in your DNS⁴ records to prevent spoofing of domain; and
- Use an email filter to prevent phishing and spam.

Tips for Managing Data

By making conscious choices about the kind of information collected, how long it is kept, and who can access it, the county can reduce the risk of a data compromise. The Local Government Records Commission (LGRC) issues record recommendations, retention and disposition guidelines for local governments. Some measures for managing data include:

- Don’t collect personal information you don’t need;
- Only retain information for as long as you need;
- Put controls in place to make sure employees have access only on a “need to know” basis;
- Restrict access to sensitive data; and
- Limit administrative or system-wide access.

¹DMARC, which stands for Domain-based Authentication, Reporting, and Conformance, helps to prevent domain spoofing and generates email reports if suspicious activity is detected.

²SPF, which stands for Sender Policy Framework, is responsible for checking that an IP address is authorized to send emails from the sending domain. It is similar to a return address on a letter.

³DKIM, which stands for DomainKeys Identified Mail, verifies domain using a key and proves that the content has not been changed between sender and recipient. DKIM is a little bit like putting your own signature on each email you send.

⁴DNS means Domain Name System and it enables users to access websites without having to know the associated IP address. DNS is used to associate the domain with the appropriate IP address. DNS servers distributed throughout the world convert domain names into IP addresses, thereby taking control of which server a user can access via a specific domain.

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the purchase of Sentinel One Endpoints at \$24,000 per year and to amend the necessary budgets to reflect the purchase.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent
Danny Pettus, Chairman

Brad Black
Brad Black, Commissioner

William Garner
Roger Garner, Commissioner

Todd Nix
Todd Nix, Commissioner

ATTEST:

Brooke Slatton
Brooke Slatton, County Administrator

Joe Hackworth
Joe Hackworth, Commissioner



7/15/2025

**Sentinel One Upgrade Proposal
Prepared for Lauderdale County**

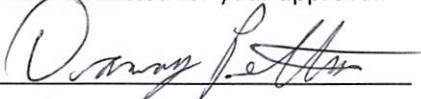
(200) Sentinel One Endpoints @ 10.00/user
Sentinel One Complete
Sentinel One Vigilance

\$2,000.00 per month

TERMS & CONDITIONS:

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE LISTED ABOVE OR UNTIL PRICES/AVAILABILITY CHANGE. APPLICABLE SALES TAX WILL BE ADDED TO INVOICES AS REQUIRED BY LAW. THIS SALE IS SUBJECT TO TERMS & CONDITIONS AS STATED IN THE ICS CREDIT APPLICATION & AGREEMENT. ANY PERSON WHO ACCEPTS THIS PROPOSAL WARRANTS THAT HE/SHE IS DULY AUTHORIZED BY THE CUSTOMER TO PLACE THE ORDER.

To indicate your acceptance of this proposal, please sign & date below. Upon acceptance, a written contract will be submitted for your approval.

Name:  Date: 7-28-25

Thank you for the opportunity to earn your business. Please let me know if you have any questions or concerns regarding this proposal.

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the application for permit for resubdivision of Forest at the Highlands Located off of Lakeside Drive, Florence by Pro-Fessional, LLC.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

Brad Black

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

**LAUDERDALE COUNTY
APPLICATION FOR PROPOSED PLAT REVIEW**

DATE: June 27, 2025

1. Name of Subdivision Resubdivision of Forest at the Highlands

2. Name of Applicant Pro-Fessional, LLC (David Whitten) Phone 256-710-1898

Address 225 Bainbridge Circle, Muscle Shoals, Al 35661

3. Owner of Record Pro-Fessional, LLC

Address 225 Bainbridge Circle, Muscle Shoals, Al 35661

4. Engineer TKC A&E (Cole Newton) Phone 904-885-0245

Address 2004 Carmack Blvd, Suite C, Columbia, Tn 38401

5. Land Surveyor Alexander Land Surveying, Inc Phone 256-381-7009

Address 2923 N. Jackson Hwy., Sheffield, Al 35660

6. Attorney Adam Burchell Phone 256-810-0972

Address 1847 North Wood Ave, Florence, Al 35630

7. Subdivision Location: Located off of Lakeside Drive, Florence

8. Total Acreage 23.33 Ac. Number of Lots 33

9. Has this plan been before the Commission in the past? Yes If yes, have any changes been made since this plans was last before the Commission? _____

If so, describe the changes _____

10. List all adjacent utilities and property owner(s) names with addresses.

1. Barbara J Valente, 731 E. Lakeside Dr., Forence, Al 35630
2. Frank & Lynn Goff, 729 E. Lakeside Dr., Florence, Al 35630
3. E H Darby Farms, LLC, P.O. Box 748, Florence, Al 35631
4. J D Dill, P.O. Box 1644, Florence, Al 35631
5. _____
Utility Provider: (Water, Electric, Gas)
6. Florence Utilities, 110 West College St., Florence, Al 35631
7. _____
8. _____

11. Attach four (4) copies of proposed plat.

12. Attach two (2) copies of construction plans.

APPLICATION
for
PERMIT TO DEVELOP LAND

(Must Attach Proposed Plat)

Lauderdale County

Date June 27, 2025

Subdivision Name Resubdivision of Forest at the Highlands

Location Located off of Lakeside Drive, Florence

No. Proposed Lots 33

Total Length Proposed Road(s) 2489.52 LF

Owner(s)/Developer(s) Pro-Fessional, LLC

Mailing Address 225 Bainbridge Circle,

Phone No. 256-710-1898

Muscle Shoals, Al 35661

Fax No. _____

Email david@whittenassoc.com

.....

Upon approval of this permit application I (we) hereby agree to comply with all state laws and local regulations as applies to the subdividing and/or development of land. I (we) understand the permit will be valid for 12 months from the issuance date and may be revoked for non-compliance at anytime by the County Engineer or his designee.

David Whitten

Owner(s)/Developer(s) Signature

June 27, 2025

Date

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves to amend the budget, purchase and install security cameras on the 3rd floor of the Courthouse. The Commission will contract with Danmark in the quoted amount \$10,391.00.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

Brad Black

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner



Danmark Technologies

Servicing
CO, TN, FL, AL .
United States

Quote #	4501
Date	2025/06/05
Expires	2025/07/05
Contact	Ethan Pressnell

Prepared for Lauderdale County Commission
Randy Chester
200 S. Court St. #303
PO Box 1059
Florence, AL 35630
United States

0000000000
rchester@lauderdalecountyal.gov

ACCEPT QUOTE

Third Floor Rhombus Cameras

Cameras

One-Time Fees

Item	Qty	Price	Total
R200-20 R200 5MP Dome Camera - 20 Days	9	\$499.00	\$4,491.00
R360-30 R360 12MP 360 Camera - 30 Days	2	\$1,448.00	\$2,896.00
RBS-CAM-ENT-1YR Rhombus Enterprise Console License - 1 Year	11	\$199.00	\$2,189.00
Camera Installation	11	\$45.00	\$495.00
One-Time Subtotal			\$10,071.00

Apple TV - Viewing Devices

One-Time Fees

Item	Qty	Price	Total
Apple TV Apple TV for Streaming Cameras	2	\$160.00	\$320.00
One-Time Subtotal			\$320.00

Summary

Please contact us if you have any questions.

Total One-Time **\$10,391.00 USD**

ACCEPT QUOTE



Cost Breakdown

Category	One-Time Fees
Hardware / Surveillance	\$4,491.00
Hardware / Hardware	\$3,216.00
License / Surveillance	\$2,189.00
Labor / Surveillance	\$495.00
Total	\$10,391.00 USD

Sales tax is not included on quotes but will be calculated and added to invoices

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the PATH Contract pending approval by County Attorney for the VRF and lighting projects at the Lauderdale County Courthouse for energy savings in accordance with Code of Alabama Title 41-16-140 thru 41-16-144.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent
Danny Pettus, Chairman

Brad Black
Brad Black, Commissioner

William Garner
Roger Garner, Commissioner

Todd Nix
Todd Nix, Commissioner

ATTEST:

Brooke Slatton
Brooke Slatton, County Administrator

Joe Hackworth
Joe Hackworth, Commissioner

ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into on 29-Jul-2025 between Path Company, LLC, hereinafter called the "ESCO" and Lauderdale County Commission hereinafter called the "Owner" (collectively, "Parties" or individually, "Party").

WITNESSETH that the ESCO and the Owner, in consideration of the mutual covenants, promises and contracts herein contained agree as follows:

This Contract is for Professional Work for energy efficiency improvements ("Professional Work") hereinafter referred as Lauderdale County Commission Installation Contract 102013-001. The parties have also entered into an Energy Savings Contract (the "Energy Savings Contract"). ESCO and Owner agree each and all of the provisions of this Contract are hereby incorporated into the Lauderdale County Commission Energy Savings Guarantee Contract – 102014-001, by this reference, so that each and all of such provisions shall constitute a part of the Lauderdale County Commission Energy Savings Guarantee Contract – 102014-001.

ESCO will provide all Professional Work; engineering; design; procurement; and installation of the infrastructure improvements ("Equipment") (collectively, the "Program") indicated in Exhibit A - Scope of Work ("Work"), to deliver a complete installation. All Work will be subject to the terms and conditions herein and set forth in Exhibits A, B, C, D, E and F (collectively, the "Contract"). For purposes of this Contract, "Premises" shall include, but is not limited to, the buildings/facilities owned and operated by Owner listed in Exhibit A (Scope of Work) and located at Lauderdale County Commission.

The purchase price for the Work will be \$4,339,382.00.

The Work performed under this Contract will be substantially complete and ready for Owner's beneficial use within an estimated 18 months following Owner's acceptance and ESCO's approval of this Contract and signed notice to proceed (Exhibit B) has been received by ESCO. The ESCO cannot proceed until a written Notice to Proceed (Exhibit B) is forwarded by the Owner.

This Professional Work was procured via public solicitation per the RFQ issued by Owner on June 14, 2025 in accordance with Alabama Code § 41-16-7.

This Agreement is proprietary property of ESCO and is provided for Owner's use only. ESCO guarantees the price stated in this Contract for thirty (30) days from the written date above. The Agreement will become a binding Contract only after acceptance by Owner and approval by an officer of ESCO as authorized by their signatures below. This Contract, including all Exhibits and Attachments hereto, sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of ESCO which is not expressed herein.

SCOPE OF CONTRACT: The ESCO shall provide the good/Work to the Owner as set forth in the Contract.

ESCO Initials  Owner Initials 

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 1 of 30

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THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form
- (2) The following Exhibits:
 - a. Exhibit A – Scope of Work
 - b. Exhibit B – Notice to Proceed
 - c. Exhibit C – Substantial Completion Form
 - d. Exhibit D – Final Completion Form
 - e. Exhibit E – Hazardous Materials
 - f. Exhibit F – IRS 179D Authorization Letter

OWNER'S AUTHORIZED REPRESENTATIVE(S): Owner designates the following individual(s), and any successors to the positions noted, as the representative(s) of Owner with authority to execute on behalf of the Owner (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, any Zero Dollar Change Order, plus Certificate of Final Completion and Acceptance:

	_____
Authorized Representative	Position/Title
	_____
Authorized Representative	Position/Title
	_____
Authorized Representative	Position/Title

Owner may change any Authorized Representative(s) by providing written notice to ESCO at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

ESCO Initials  Owner Initials 

TERMS AND CONDITIONS

SECTION 1.0 PAYMENTS TO ESCO

- Section 1.1** **Construction Payments.** Upon execution hereof, INITIAL PAYMENT of 10% of the Contract Price (for engineering, drafting, mobilization, and other costs) and Investment Grade Audit (IGA) fee shall be due. Owner agrees to make construction installment payments to ESCO, or its assignee, for the Work in accordance with the terms and conditions of this Contract. Payments shall be based on percentage of project completion. On a monthly basis, ESCO will present to Owner a statement of values that details the percentage of the Work completed to date. The invoiced amount shall then be based on the respective percentage of the Contract Price. Construction Payments shall be due thirty (30) days from the date of the invoice. Owner's obligation to make the Construction Payments shall be absolute and unconditional in all events except as expressly set forth. After acceptance of the Equipment, Owner covenants that it will not assert any right to set off, counterclaim, abate, or recoupment of the Payments. If Owner fails to make payment as required under this Section 1.1, Owner shall be assessed interest in the amount of 1% per month accruing from the date payment was due.
- Section 1.2** If applicable and only to the extent permitted by applicable law, any tax benefits or deductibles related to the energy efficiency improvements such as, but not limited to, those under section 179D of the Internal Revenue Code, will be allocated or assigned to ESCO. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Work has been placed in service pursuant to Section 179D, Owner agrees to allocate the tax deduction available under Section 179D solely to ESCO pursuant to Section 179D(d)(4) and shall provide the written form (as Exhibit F attached) of allocation to ESCO that is required by the Internal Revenue Service.

SECTION 2.0 CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION APPROVAL

- Section 2.1** **Construction Procedures and Changes to Work.** ESCO shall supervise and direct the Work using qualified and lawfully licensed personnel. ESCO shall have exclusive control over construction means, methods, techniques, sequences and procedures. ESCO shall at all times have the right to replace, delete or substantially alter any item of equipment, subcontractor or part of the Work, correct any work, revise any procedures included in this Contract, or take any other actions, provided, however, that ESCO shall obtain Owner's prior written consent to material deviations from the original scope or item of equipment. Said consent shall not to be unreasonably withheld, conditioned or delayed. ESCO, in its sole discretion shall have the right to terminate and/or replace personnel performing the Work.
- Section 2.2** ESCO shall provide overall coordination, management, and responsibility, and shall assure that all Work is completed in a good and workmanlike manner. ESCO's Work shall include the following:
- a. **Engineering Design:** A survey of the Premises for purposes of designing the Program.
 - b. **Procurement, Installation, Start-Up:** Subject to other provisions of this Contract, ESCO will act as a turn-key general contractor assuming total responsibility for the procurement of

ESCO Initials RP Owner Initials RP

labor and material for installation and start-up of Equipment, including: selecting subcontractors; awarding subcontracts; receiving and evaluating submitted drawings on the equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings and providing same to Owner upon completion; obtaining and providing to Owner operation and maintenance manuals from subcontractors; providing for training of Owner personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Owner for acceptance of the equipment.

- Section 2.3** **Systems Startup and Equipment Commissioning:** The ESCO shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified by the manufacturer and prior to acceptance of the project by Owner. The ESCO shall provide notice to the Owner of the scheduled test(s) and the Owner and/or its designees shall have the right to be present at any or all such tests conducted by ESCO and/or manufacturers of the Equipment. The ESCO shall be responsible for correcting and/or assigning to third parties (including Equipment manufacturer) all deficiencies in systems and Equipment operations that may be observed during system commissioning procedures.
- Section 2.4** In order for ESCO to receive payments during the design/build stages of the Program, the Owner shall authorize disbursements from any escrow account established and maintained pursuant to any escrow Contract entered into between Owner and any third-party financing company based on monthly draw requests from the ESCO per Section 1.0 of this contract.
- Section 2.5** **Substantial Completion.** ESCO may provide written notice to Owner that one or more of the items described in Exhibit A (each, a "Service Element") is/are substantially complete and request that Owner issue a Certificate of Substantial Completion and Acceptance ("Certificate") with respect to such Service Elements, substantially in the form of Exhibit C. Substantial Completion with respect to a Service Element is the date when the specified Work has been performed or installed and is operating as required by this Contract, with only minor work remaining as may be specified on a punch list agreed to by Owner and ESCO and, if applicable, annexed to Certificate. Owner shall within fourteen (14) days following receipt of Certificate inspect the specified Service Element and either execute Certificate or reject such Certificate setting forth in detail the reasons for such rejection. If Owner fails to accept or reject the Certificate within such fourteen (14) day period, Owner shall be deemed to have accepted the Work outlined in Certificate and the Substantial Completion Date with respect to the applicable Service Element shall be deemed the date such certificate was issued. If Owner timely and properly rejects Certificate, ESCO will correct deficiencies in the Work and will issue another Certificate to Owner. The procedure set forth above shall be repeated until Certificate has been executed or deemed executed by the Owner. Owner's acceptance of Certificate shall not be unreasonably withheld, conditioned or delayed by Owner. Exhibit C may specify the responsibilities between Owner and ESCO for Energy Savings Contract and any adjustment of compensation therefor.

ESCO Initials PP Owner Initials ER

- Section 2.6** **Final Completion.** Final Completion means the Work is complete and performed in accordance with this Contract. Upon Owner's receipt of written notice from ESCO that the Work is ready for final inspection and acceptance, Owner and ESCO shall inspect the Work and determine whether the ESCO reached Final Completion. If after the final inspection, the Parties agree the ESCO reached Final Completion, Owner shall issue a Certificate of Final Completion and Acceptance ("Final Certificate", substantially in the form attached hereto as Exhibit D, to be executed by the Authorized Representative(s) of Owner. In the event ESCO presents Final Certificate to Owner for execution and, within fourteen (14) calendar days from the date noted in Final Certificate as the date of such presentation, Owner fails to deliver an executed original of Final Certificate to ESCO and does not provide to ESCO written objections to issuance of Final Certificate, identifying the specific parts of Work the Owner believes have not been completed and providing specific facts in support of Owner's belief that Work have not been finally completed, the Date of Final Completion shall be the date noted in Final Certificate submitted to Owner.
- Section 2.7** **Delays.** If ESCO is delayed in the commencement or completion of any part of the Work due to an Event of Force Majeure, or due to the acts or omissions of Owner or any of its affiliates or any of their respective employees, representatives, agents, contractors, lenders, successors or assigns (each, an "Owner Representative, and collectively, "Owner Representatives") or failure of any Owner Representative to perform its obligations under this Contract or to cooperate with ESCO in the timely performance of the Work, then ESCO will notify Owner in writing of the existence, extent of, and reason(s) for such delay(s). ESCO shall be entitled to a change order to extend the time for completion of the Work or the cost for furnishing the Work to the extent reasonably affected by such delays.
- Section 2.8** **Equipment Location and Access.** Owner shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of Equipment and the performance of the Work, including sufficient areas for staging, mobilization, and storage. Owner shall provide access to the Premises for ESCO and its contractors or subcontractors during regular business hours, or such other hours as may be requested by ESCO and acceptable to Owner, to perform the Work. ESCO's access to correct any emergency condition shall not be unreasonably restricted by Owner.
- Section 2.9** **Permits and Governmental Fees.** ESCO shall secure (with Owner's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work and which are legally required to be obtained in ESCO's or its subcontractor's name. Owner is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. In addition, Owner is responsible for the governmental or regulatory permits, if any, outlined in Exhibit A.
- Section 2.10** **Utilities During Construction.** Owner shall provide ESCO access to existing water, heat, and utilities and shall pay for such utilities consumed by ESCO during performance of the Work. ESCO shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

ESCO Initials PP Owner Initials OP

Section 2.11 Concealed or Unknown Conditions. ESCO shall promptly notify Owner if it encounters the following conditions at the Premises: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ from those conditions ordinarily found to exist in construction activities of the type and character as the Work and/or (iii) unknown Hazardous Materials, including but not limited to asbestos and lead paint. If such conditions cause an increase in ESCO's cost of, or time required for, performance of any part of the Work, ESCO shall be entitled to an equitable adjustment to the Contract Price and/or the project schedule and ESCO and Owner shall agree, by change order, on how to proceed and the extent of any adjustment to the time required for performance of the Work and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Energy Savings Contract. If the parties are unable to reach agreement on an appropriate change order, either Party may terminate this Contract by delivery of written notice in accordance with Section 3.5.

Section 2.12 Equitable Adjustment

- (a) ESCO shall be entitled to an equitable adjustment to the Work, the Contract Price, the project schedule and/or the Energy Savings Contract (in each case, to the extent affected) upon occurrence of any of the following events:
1. the Work is delayed, suspended or accelerated by any Owner Representative;
 2. failure by Owner to timely perform its obligations hereunder;
 3. A Change in Law (as defined in Section 2.14), or a change in permitting requirements or other governmental approvals occurs after the date of this Contract;
 4. The occurrence of an Event of Force Majeure, as defined in Section 11.4, affecting the Work;
 5. Any change to the Work is requested or directed by Owner; or
 6. ESCO encounters a concealed or unknown condition as described in Section 2.11.
- (b) Procedure. If ESCO is entitled to an equitable adjustment, as described in subsection a), above ESCO shall submit a proposed change order to Owner for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Owner shall either (i) execute and deliver to ESCO such change order as provided by ESCO; or (ii) request that certain amendments or modifications be made to such change order. If Owner requests amendments or modifications to the change order, the Parties shall negotiate in good faith and shall promptly agree on and execute an amended change order. All executed change orders are hereby incorporated by reference into this Contract. If the parties are unable to agree on the terms and conditions of a change order, ESCO may either (i) perform the Work and Owner shall compensate ESCO for such performance on a time and material basis in accordance with ESCO's then current prices and procedures, or (ii) terminate this Contract by notice to Owner, which termination shall be deemed termination without cause pursuant to Section 3.5.

Section 2.13 Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall permit ESCO to modify any affected Baseline applicable to the Energy Savings Contract to account therefor. If any fire, flood, other

ESCO Initials 

Owner Initials 

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 6 of 30

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casualty, including Event of Force Majeure or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Work is/are to be performed, ESCO may terminate this Contract, effective immediately, by delivery of a written notice to Owner, which termination shall be deemed termination pursuant to Section 3.5. If any significant item of Equipment furnished hereunder is destroyed, irreparably damaged or stolen by the negligence or willful misconduct of an employee, agent or invitee of Owner, and if Owner fails to repair or replace said item within a reasonable period of time agreed to by ESCO, ESCO may terminate this Contract, effective immediately, which termination shall be deemed a termination pursuant to Section 3.5.

Section 2.14 Change in Law. The Parties agree that if any governmental authority or public utility enacts, promulgates, or otherwise makes effective any new applicable law or tariff or amends, modifies, or changes in any way the text, interpretation, or application of any existing applicable law or tariff, including, but not limited to any changes in the utility rate structure (collectively referred to herein as "Change in Law"), then (i) if such Change in Law occurs prior to Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligations of this Contract, either Party may terminate this Contract upon ten (10) business days notice to the other Party and such termination shall be deemed termination pursuant to Section 3.5 hereof, or (ii) if such Change in Laws occurs after Final Completion and renders it illegal, impracticable, or impossible for either Party to perform or comply with any material obligation under this Contract, then either Party shall be entitled to terminate this Contract (including the Energy Savings Contract) upon ten (10) business days' notice to the other Party without any liability to the other Party (except for payment by Owner of amounts due for any completed Work or Performance Period Work which remain unpaid as of the effective date of such termination). Notwithstanding anything to the contrary herein and to the fullest extent permitted by Alabama state law, ESCO shall not be liable for any failure to meet the Energy Savings Contract or for any shortfall thereunder resulting, directly or indirectly, from a Change in Law.

SECTION 3.0 OWNER'S OBLIGATIONS

Section 3.1 Access to Premises. Owner shall provide ESCO with access to the Premises, with or without prior notice to Owner, to inspect for ESCO's benefit the Work and/or to validate Owner's performance of its responsibilities.

Section 3.2 Representations, Warranties and Covenants of Owner. Owner hereby represents, warrants, and covenants to ESCO that:

(a) Owner has furnished, or caused others to furnish, and will continue to furnish to ESCO, promptly as information becomes available, accurate and complete data concerning energy usage for, and other information pertaining to, the Premises, including but not limited to the following:

I. utility records for the 24-month period preceding the date hereof and throughout the Term;

ESCO Initials RP Owner Initials [Signature]

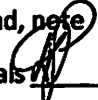
7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 7 of 30

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- ii. occupancy and usage information, including current representative tenant leases, for the 24-month period preceding the date hereof and throughout the Term;
 - iii. written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
 - iv. descriptions of all energy consuming or saving equipment used on or affecting the Premises;
 - v. any energy or environmental audits relating to all or any part of the Premises;
 - vi. any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
 - vii. construction drawings ("as-builts") in existence as of the date hereof or developed during the Term; and
 - viii. a description of energy management procedures presently utilized by Owner for the Premises and any revisions thereto throughout the Term.
- (b) Owner has provided ESCO with all records heretofore requested by ESCO and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Contract will be, true and accurate in all material respects except as may be disclosed to ESCO by Owner in writing; and
- (c) Owner has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management Work or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to ESCO in writing by Owner; and
- (d) Until the Date of Final Completion of this Contract, Owner will not enter into any contracts or agreements with other persons or entities regarding the provision of Professional Work or with regard to any servicing of any of Equipment furnished by ESCO hereunder, without prior written consent of ESCO; and
- (e) Owner presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to ESCO by Owner in writing; and
- (f) No part of the Equipment controlled by ESCO will be placed in a permanent "on" operating mode or manually controlled and, until the Date of Final Completion, Owner shall permit only ESCO personnel or other qualified providers to repair, adjust or program Equipment installed or controlled by ESCO, except in the event of an emergency, in which event Owner may remedy the emergency and shall notify ESCO as soon as possible of the existence of the emergency and measures taken by Owner; and
- (g) Owner has disclosed in writing to ESCO the existence and location of all known or suspected asbestos and other Hazardous Materials included but not limited to the Premises; and
- (h) Owner will provide ESCO with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time-to-time hereafter within ten (10) days after execution thereof and information or Work under Owner's control shall be furnished promptly by Owner; and
- (i) The execution, delivery and performance by Owner of this Contract does not violate any applicable provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Owner's respective charter or by-laws or create a default under any agreement, bond, note

ESCO Initials  Owner Initials 

or indenture to which Owner is a Party or by which Owner is bound or to which any of Owner's property is subject; and Owner has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Owner is a governmental entity or instrumentality thereof, Owner has complied with all applicable laws and regulations relative to bidding or procurement of the Work hereunder; and

- (j) the Contract has been duly authorized, executed and delivered by Owner, and constitutes the valid and legally binding obligation of Owner, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;
- (k) Owner shall notify ESCO within twenty-four (24) hours of Owner's receipt of actual or constructive notice of (1) any material malfunction in the operation of Equipment installed or equipment affected by the Work provided pursuant to this Contract and/or (2) any interruption or alteration of the energy supply to the Premises; and
- (l) Owner acknowledges and agrees that the Performance Period Work will be performed by ESCO or on behalf of ESCO by a ESCO authorized service provider; and
- (m) Owner is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.3 Owner Default. Each of the following events or conditions shall constitute a default by Owner (each, an "Owner Default"):

- (a) Failure by Owner to timely pay or cause to be paid amounts due ESCO in accordance with the provisions of this Contract and applicable law;
- (b) Any representation or warranty furnished by Owner in this Contract is false or misleading in any material respect when made;
- (c) Any default by Owner under any instrument or agreement (i) related to the financing or leasing of all or any part of Work or Equipment hereunder and/or (ii) granting to any person or entity a security interest in and to Equipment to be installed or furnished hereunder without ESCO's express written consent;
- (d) Any failure by Owner to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Owner demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Owner fails to promptly begin to cure and diligently proceed to completion thereof;
- (e) The commencement of any voluntary proceedings in bankruptcy or receivership by Owner, the commencement of any involuntary proceeding in bankruptcy or receivership against Owner which is not stayed or dismissed within ninety (90) days from the filing date thereof, Owner shall become insolvent, make a general assignment for the benefit of creditors, or Owner shall fail to pay its debts as and when they become due.

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 9 of 30

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- Section 3.4** **ESCO Default.** Each of the following events or conditions shall constitute a default by ESCO (each, a "ESCO Default"):
- (a) Any representation or warranty furnished by ESCO in this Contract is false or misleading in any material respect when made;
 - (b) Any failure by ESCO to perform or comply with any material provision of this Contract, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to ESCO demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, ESCO fails to promptly begin to cure and diligently proceed to completion thereof; or
 - (c) The commencement of any voluntary proceedings in bankruptcy or receivership by ESCO, the commencement of any involuntary proceeding in bankruptcy or receivership against ESCO which is not stayed or dismissed within ninety (90) days from the filing date thereof, ESCO becomes insolvent, or ESCO makes a general assignment for the benefit of creditors.
- Section 3.5** **Termination Without Cause.** Termination of this Contract without cause will be effectuated by delivery of at least ten (10) day advance written notice declaring termination, upon which event a) Owner shall be liable to ESCO for all invoices previously submitted, Work performed or furnished up to the effective date of termination (including overheads) and any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and price of any specially manufactured items, whether in production or delivered; and b) ESCO shall have no further obligation to Owner under this Contract.
- Section 3.6** **Termination by ESCO Due to Owner Default.** If an Owner Default has occurred and is continuing, ESCO may immediately suspend all or a portion of the Work at ESCO's discretion and/or terminate this Contract by ten (10) day written notice to Owner. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including the cost of terminating orders or subcontracts for labor or material and the price of any specially manufactured items, whether in production or delivered and for ESCO's lost profits and overheads. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity. In the event ESCO terminates this Contract for an Owner Default, ESCO shall be entitled to any damages sustained by ESCO, including attorney fees and costs incurred by ESCO as a result of Owner's default. In addition, ESCO may exercise any right or remedy available to ESCO at law or in equity
- Section 3.7** **Termination by Owner Due to ESCO Default.** If an ESCO Default has occurred and is continuing, Owner may terminate this Contract by ten (10) day written notice to ESCO. In the event Owner terminates this Contract for an ESCO Default, Owner may take possession of the Premises together with all materials thereon and move to complete the Work itself expediently. In completing the Work, Owner shall use its commercially reasonable efforts to minimize its damages and to utilize (and pay for) any materials or equipment or any specially manufactured or fabricated equipment delivered by ESCO to the Premises or which are in the process of being manufactured, fabricated and/or delivered (provided that ESCO shall not be obligated to ship any such equipment unless Owner provides ESCO adequate assurance of payment therefor). If the unpaid balance of the Contract Price exceeds the expense of finishing the Work, the excess shall be paid to ESCO, but if the

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expense exceeds the unpaid balance, ESCO shall pay the difference to Owner as Owner's sole and exclusive remedy hereunder in connection with the ESCO Default upon demand by Owner.

SECTION 4.0 INSURANCE

Section 4.1 ESCO's Liability Insurance. ESCO shall purchase and maintain without interruption, from the commencement of the Work until the Date of Final Completion, the following policies with the following minimum limits

Workers' Compensation:	Statutory
Comprehensive General Liability:	\$1,000,000 per occurrence \$2,000,000 in the aggregate
Automobile Liability:	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000 per claim \$2,000,000 in the aggregate

Section 4.2 Title and Risk of Loss. Title to Equipment comprising the Work shall pass to Owner upon payment to ESCO by Owner for Work corresponding to such Equipment.

Section 4.3 Owner's Liability and Property Insurance.

- (a) Owner shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Owner deems necessary and appropriate.
- (b) Owner shall purchase and maintain Property Insurance policy covering the materials, supplies, equipment, etc. while being stored, installed and at final acceptance. Owner hereby agrees that ESCO is not responsible for purchasing or maintaining Builder's Risk / Property Insurance on behalf of Owner, nor will ESCO purchase or maintain such insurance on behalf of Owner. Further, Owner agrees that ESCO is not responsible for purchasing and maintaining the Builder's Risk / Property Insurance, and that once materials, supplies, equipment, etc. are delivered to Owner's construction site (or any site belonging to Owner, even if not the exact installation site), that Owner is fully responsible for materials, supplies, equipment, etc. from that point forward in regard to any form of loss or peril.

Section 4.4 Owner's Loss of Use/Business Interruption Insurance. Owner may purchase and maintain insurance to protect against loss of use of Owner's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Owner acknowledges that ESCO is not required to purchase or maintain such insurance against the loss of use of Owner's business interruption. OWNER HEREBY WAIVES ALL CLAIMS AND CAUSES OF ACTION IT MAY HAVE AGAINST ESCO AND ANY OF ITS SUBCONTRACTORS, AGENTS, EMPLOYEES, AND OFFICERS FOR LOSS OF USE OF OWNER'S PROPERTY OR BUSINESS INTERRUPTION, WHETHER INSURED OR NOT, INCLUDING CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR OTHER DAMAGES DUE TO SUCH HAZARDS, REGARDLESS OF CAUSE.

Section 4.5 Evidence of Insurance. Owner and ESCO shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Work, evidencing the coverages and limits required to be

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 11 of 30

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maintained under Sections 4.1 and 4.3 of this Contract. Except for the workers' compensation insurance policies and the professional liability insurance policy, the certificate(s) shall name the other Party as an "additional insured" to the extent of the indemnity obligation assumed by the insured Party under this Contract. Each Party shall provide 30 days written notice to the other Party in the event any insurance policy required hereunder is to be cancelled, terminated or is allowed to expire, except in the event of a non-renewal for non-payment, in which case notice shall be provided as soon as reasonably practical. Neither the procurement nor maintenance of any type of insurance by Owner shall in any way be construed or deemed to limit, waive, or release Owner from any of the obligations and risks of Owner under this Contract, or to be a limitation on the nature and extent of such obligations and risks.

Section 4.6 If applicable, the payment and performance bonds provided in accordance with Alabama state law by ESCO shall specifically exclude coverage for those portions of the Energy Equipment Installation Contract pertaining to Energy Savings Contract, design services, energy cost savings guarantees, maintenance guarantees, utility incentives and any other clauses which do not relate specifically to procurement and installation of the infrastructure improvements, construction or construction management and supervision of the work for purchasing and installing ESCO Equipment, or for work to be accomplished by the Owner.

SECTION 5.0 HAZARDOUS MATERIALS

Section 5.1 Asbestos and Hazardous Materials. Except as expressly stated, ESCO's Work expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, lead based paint, material or waste, urea formaldehyde, asbestos, asbestos-containing materials, polychlorinated biphenyl ("PCB"), mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents, and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

ESCO shall not perform any identification, abatement, remediation, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Owner's premises. Owner warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit E (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which ESCO will be performing any part of the Work or Owner has disclosed to ESCO the existence and location of any Hazardous Materials in all areas within which ESCO will be performing any part of the Work.

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 12 of 30

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ESCO's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit E and Owner shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Owner's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should ESCO become aware of or suspect the presence of Hazardous Materials in the course of performing the Work that are not disclosed in Exhibit E, or which present or may present a hazard to or endanger health welfare or safety, ESCO shall have the right to immediately stop work in the affected area and shall notify Owner. Owner will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. ESCO shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, ESCO may terminate this Contract pursuant to Section 3.5. Owner shall compensate ESCO for any additional costs incurred by ESCO as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Owner to ESCO, to the maximum extent permitted by law, Owner shall indemnify, defend, and hold harmless ESCO, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "ESCO" for purposes of this Article 5) and ESCO's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind brought by a third-party, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) the presence or any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Contract, except to the extent such Hazardous Materials were brought onto the Premises by ESCO; and/or (2) Owner's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials. To the extent permitted by Alabama state law, ESCO shall not have any liability (whether direct or indirect and regardless of cause) relating to or arising from mold, fungus, bacteria, microbial growth, or other contaminants or airborne biological agents.

SECTION 6.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 6.1 Indemnification. To the maximum extent permitted by Alabama state law, ESCO and Owner shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees of each other harmless from any and all third party actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, to the extent arising out of or resulting from asbestos related work by Owner's contractor the negligence of its employees, agents, contractors, subcontractors or other authorized agents in connection with the Work to be performed on the Premises. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one Party hereto knows or has reason to believe that the other Party will be required, in connection with this Contract, by any court or governmental administrative Owner to respond to any

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legal action or other directive by such authorities, such Party shall immediately notify the other in writing of the same.

Section 6.2 **LIMITATION OF LIABILITY: RECOGNIZING THE LIMITATIONS AND IMMUNITIES ALLOWED TO GOVERNMENTAL ENTITIES UNDER THE ALABAMA TORT CLAIMS ACT AND OTHER APPLICABLE LAW, AND WITHOUT WAIVER OF ANY RIGHTS , PRIVILEGES OR IMMUNITIES THEREUNDER, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE AND LOST PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY, EXCEPT WHEN RECOVERY OF SUCH DAMAGES ARE EXPRESSLY PERMITTED UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY ALABAMA STATE LAW, ESCO AND THE OWNER'S DAMAGES SHALL BE LIMITED TO THE VALUE OF THIS AGREEMENT UNDER OR THE AVAILABLE INSURANCE PROCEEDS, WHICHEVER IS GREATER.**

Section 6.3 To fullest extent permitted by law, ESCO, its officers, employees, agents, and affiliates shall not be liable to Owner for damages of any kind, including but not limited to direct, incidental, indirect, consequential, exemplary, punitive or special damages, related to advisory services and work associated with asbestos or asbestos abatement, (including preparation of assessments and surveys, bid specifications and selection of asbestos related contractors) regardless of whether a claim is based on this Agreement, tort (including negligence, but excluding intentional acts, gross negligence, or wanton misconduct) or a theory of strict liability; provided however, that the foregoing limitation does not apply if damages related to asbestos or asbestos abatement are directly caused by ESCO, its officers, employees, agents, and affiliates.

SECTION 7.0 WARRANTY

Section 7.1 **General. Should any item of Equipment be found to be defective within one (1) year from the date of Substantial Completion, ESCO agrees to repair such item or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to ESCO and inspection by the manufacturer establishes the claim. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by ESCO. On all systems installed pursuant to this Contract, ESCO shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective equipment or improper installation. If the Equipment fails to fulfill the performance Energy Savings Contracts, ESCO shall have the opportunity, at its sole cost and expense, to make such changes as it deems necessary to fulfill such Energy Savings Contracts. If a demonstration is required, ESCO shall be given the opportunity to test the equipment under requisite conditions. The warranty provisions under this Section 7.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all ECMs, ESCO shall deliver**

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 14 of 30

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to the Owner all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

Section 7.2

Equipment Warranties. ESCO covenants and agrees that all Equipment installed as part of this Contract is new, in good and proper working condition and protected by appropriate written warranties covering all parts and equipment performance. ESCO further agrees to deliver to the Owner for inspection and approval, all such written warranties and which shall be attached, to pursue rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance (provided, however, that ESCO shall have no obligation to incur costs to legally enforce any such rights or remedies), to notify the Owner whenever defects in Equipment parts or performance occur which give rise to such rights and remedies and those rights and remedies are exercised by ESCO. The cost of any risk of damage or damage to the Equipment and its performance, including damage to property and Equipment of the Owner or the Premises, due to ESCO's failure to exercise its warranty rights shall be borne solely by ESCO.

All warranties shall be transferable and extend to the Owner. ESCO shall use commercially reasonable efforts to have the warranties specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All ESCO warranties required hereunder shall be in force for a minimum of one year from the Substantial Completion date.

Notwithstanding the above, nothing in this Section shall be construed to alleviate/relieve the ESCO from complying with its obligations to perform under all terms and conditions of this Contract and as set forth in all attached Exhibits.

Section 7.3

THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL ESCO BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF WORK, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. ESCO SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

SECTION 8.0 REPRESENTATIONS

Each Party warrants and represents to the other that:

- i. It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Contract and perform its obligations hereunder;
- ii. Its execution, delivery, and performance of this Contract have been duly authorized by, or are in accordance with, its organic instruments, and this

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 15 of 30

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- Contract has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;
- iii. Its execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; or
 - iv. It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.
 - v. ESCO AND ALL RESPECTIVE OFFICERS, DIRECTORS, AFFILIATES, MEMBERS, AND EMPLOYEES HAVE NOT MADE ANY SCOPE OR PROMISES TO OWNER EMPLOYEES, BOARD MEMBERS, OFFICIALS, AND/OR RELATED PARTIES UNLESS SPECIFICALLY DOCUMENTED IN THIS CONTRACT.

SECTION 9.0 SPECIAL PROVISIONS

Section 9.1 For future Energy Savings Performance Contracting (ESPC) work, Lauderdale County Commission, and their funded entities reserves the right to conduct future phases of work with Path Company, LLC as their ESCO partner.

SECTION 10.0 THIS SECTION IS INTENTIONALLY OMITTED

This section is intentionally omitted.

ARTICLE 11.0 GENERAL PROVISIONS

Section 11.1 Assignment. Owner may not assign, transfer, or convey this Contract, or any part hereof, or its right, title or interest herein, without the written consent of ESCO, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Contract shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 11.2 Applicable Law and Jurisdiction. This Contract is made and shall be interpreted and enforced in accordance with the laws of the state in which the Premises are located. Owner hereby consents and submits to the personal jurisdiction of the courts of the state where the Premises are located and of the United States District Court in such state.

Section 11.3 Complete Contract. This Contract and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Contract between the parties regarding the subject matter hereof. There are no other agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services. Any Proposals furnished by ESCO prior to execution of this Contract were for negotiation purposes only and shall not constitute legally binding commitments. This Contract may not be amended, modified or supplemented except by a writing signed by the parties hereto. The energy audit authored by ESCO and/or its consultant(s), including any summaries, excerpts, and abstracts thereof

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 16 of 30

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(collectively, the "Energy Audit"), are used to demonstrate operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by ESCO; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Contract and its Exhibits, the provisions of this Contract and its Exhibits shall govern.

- Section 11.4** Force Majeure. Neither Party shall be considered to be in default hereunder when a failure of performance (other than Owner's obligation to make payment to ESCO) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; hurricane; earthquake; tornado; storm; fire; civil disobedience; disease; epidemic; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by any governmental authority or utility or the inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals, in each case if not caused by the fault of the affected party. If either Party is rendered unable to fulfill any of its obligations under this Contract by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other Party and the affected party's obligations shall be suspended during the pendency of the Event of Force Majeure. If either Party shall be unable to carry out any material obligation under this Contract due to Event of Force Majeure, this Contract shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, which termination shall be deemed termination pursuant Section 3.5.
- Section 11.5** Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Contract.
- Section 11.6** Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any Party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Contract so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Contract are consummated to the extent possible.
- Section 11.7** Signatures in Counterpart. This Contract may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute one and the same Contract. A facsimile copy hereof shall suffice as an original.
- Section 11.8** Neutral Interpretation. This Contract shall not be construed to have originated by either party, but as prepared equally and jointly by both parties. The fact that ESCO has drafted the initial form of this Contract shall not affect the interpretation of any provision of the Contract in a manner adverse to ESCO or otherwise prejudice or impair ESCO's rights.

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 17 of 30

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Section 11.9 For purposes of this agreement, "Premises" shall include, but is not limited to, all buildings and/or addresses owned and operated by Agency listed in Exhibit A.

Section 11.10 The execution of this Contract and performance of the Work is authorized under Alabama Code § 41-16-7.

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 18 of 30

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IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: 
(Signature in Ink)
Name: Russell Philip
Title: President
Date: 8/5/25

OWNER:

By: 
(Signature in Ink)
Name: Danny Pettus
Title: Chairman
Date: 8-4-25

Schedules, Exhibits, Attachments

ESCO Initials RP Owner Initials 

Exhibit A – Scope of Work

VRF Upgrades – 1st, 2nd, & 5th Floors

1. Demolition

- a. Remove & dispose of (1) cooling tower.
- b. Remove & dispose of (1) boiler.
- c. Remove & dispose of (1) water-cooled chiller.
- d. Remove & dispose of (5) air handling units.
- e. Remove & dispose of (4) roof-top units serving the Sheriff's Office
- f. Remove & dispose of exhaust fans & outside air intakes no longer used in VRF system.
- g. Remove & dispose of all chilled water and hot water piping and pumps in mechanical rooms that is required for the installation of the VRF system. Existing piping that is not required to be removed for the installation of the new VRF system shall remain in place.
- h. The demolition scope excludes the removal of mechanical systems above the ceiling not required for the complete install of the proposed VRF system.
- i. Remove and dispose of all ceilings that have not tested positive for hazardous materials. All existing ceilings containing hazardous materials shall be removed by others and are explicitly excluded from scope.

2. Installation

- a. Provide & install (5) VRF Outdoor Units.
- b. Provide & Install VRF Indoor Units. The design is primary based on the installation of cassette style indoor units except for the following general areas: 1st Floor Lobby, corridors, and courtrooms.
- c. Provide & install branch controllers associated with each VRF system.
- d. Provide & install all refrigerant piping required between VRF outdoor units and branch controllers and between branch controllers and each VRF indoor unit.
- e. VRF manufacturer controls (Mitsubishi), integrated into a cloud-hosted Niagara (Distech) control platform. The platform shall also provide control of the two DOAS units included in this scope.
- f. Provide & install (2) dedicated outside air systems (DOAS). One DOAS will be dedicated to the 5th floor and one DOAS will serve the 1st and 2nd floors.
- g. Provide & install all required ductwork and air distribution devices for VRF ducted indoor units and DOAS units.
- h. Provide & install ACT ceiling system throughout scope area. It shall be the Owner's responsibility to remove existing ceilings containing hazardous materials prior to Contractor's scope commencing. Owner shall bear responsibility for costs associated with schedule delays, scope changes, and other cost impacts associated with removal.

3. Exclusions

- a. Contractor shall not be responsible for delays, scope adjustments, or cost impacts arising from any Owner-directed changes that affect project sequencing or duration associated with the required Abatement performed by others.

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7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 20 of 30

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- b. Contractor shall not perform removal, handling, or disposal of any asbestos-containing materials (ACM), lead-based paint, mold, or other hazardous substances. Such work shall be performed solely by others under separate contract with the Owner.
- c. Air quality monitoring or clearance testing related to abatement activities are excluded. If required, these shall be coordinated and contracted directly by the Owner.
- d. The Contractor shall not be responsible for removal or modification of any existing HVAC, plumbing, or electrical systems not specifically identified for demolition in this scope.
- e. The Contractor shall not be responsible for relocation of existing systems above ceiling (e.g., electrical, plumbing, data, or structural) unless they directly interfere with VRF or DOAS installation. Such conflicts will be addressed as a change in scope.
- f. Contractor shall not perform any structural modifications, including but not limited to roof reinforcement, slab core drilling requiring engineering, or support framing unless specifically detailed in the design documents.

LED Lighting Upgrades - 1st, 2nd, & 5th Floors

High level scope as described below. Reference Exhibit H (attached to the Energy Savings Guarantee Contract – 102014-001) for detailed room by room lighting scope.

1. Interior LED Lighting
 - a. Existing interior lights shall be replaced with new LED fixtures and LED lamps depending on the application.
 - b. Several areas of the building have already been partially converted to LED. These will be converted to full LED flat panel fixtures to maintain uniformity throughout scope area.
2. Exterior LED Lighting
 - a. Existing exterior, building-mounted lights shall be replaced with new LED fixtures and LED lamps depending on the application.
3. Building Emergency Lighting
 - a. Emergency light fixtures will be replaced where identified in audit and as detailed in Exhibit H. Existing emergency lighting strategies per building are listed in the table below.
 - b. Emergency lighting if identified in buildings that are not included in table below and/or Exhibit H are not in scope.
 - c. Lights fixtures currently wired for night lighting shall remain in that capacity. Night lighting refers to a fixture, lamp, or lighting circuit that has a backup battery which is activated when the associated circuit is off at the switch, but the circuit breaker is powered.
4. Exclusions
 - a. Installation or integration of new lighting control systems (e.g., occupancy sensors, daylight harvesting, dimming systems) is excluded.
 - b. Reprogramming or modification of existing control systems (including digital lighting management or centralized relays) is excluded.

ESCO Initials PP Owner Initials PP

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 21 of 30

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- c. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded unless explicitly shown in plans.
- d. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded unless explicitly noted in 102014-001 Exhibit H.
- e. Lighting work in rooms or areas not included in 102014-001 Exhibit H is excluded.
- f. Specialty fixtures (e.g., courtroom sconces, historical fixtures) requiring custom fabrication or refurbishment are excluded unless specifically noted in 102014-001 Exhibit H.

Fire Alarm System Upgrades

Provide all labor, equipment, and materials required for the installation of a new fire alarm system on the specified floors of the Lauderdale County Courthouse. This work shall comply with applicable codes and include all services necessary to furnish and install a complete and operational system.

1. Demolition

- a. Existing devices will remain active until the new system is installed, tested, and approved.
- b. Once new system is operational, remove all existing fire alarm devices on the following floors:
 - i. Basement
 - ii. First Floor
 - iii. Second Floor
 - iv. Fourth Floor
 - v. Fifth Floor

2. Installation

- a. Furnish and install new fire alarm devices (smoke detectors, pull stations, notification appliances, etc.) on the following floors:
 - i. Basement
 - ii. First Floor
 - iii. Second Floor
 - iv. Fourth Floor
 - v. Fifth Floor
- b. Install new fire alarm wiring as required for new devices.
- c. New devices shall be installed and brought online while existing devices remain operational to maintain life safety during construction.
- d. Final system testing and commissioning to confirm full operational status before removal of existing devices.

3. Exclusions

- a. Integration with building automation or access control systems
- b. Network cabling or IP-based system

ESCO Initials RS Owner Initials DP

- c. Fire alarm control panel and associated programming. This is included in a separate contract related to the third-floor renovation. Fire alarm control panel shall be tested and operational prior to commencing this scope.
- d. As-built documentation or engineered drawings.
- e. Wiring raceways or conduit. All low voltage wiring installed shall be plenum rated.

Lighting Circuit Rewiring – 1st, 2nd, & 5th Floors

Provide all labor, materials, and equipment necessary to rewire existing lighting circuits throughout designated project areas to support the installation of new LED lighting fixtures as defined in 102014-001 Exhibit H. Work shall include the reuse of existing conduit infrastructure where feasible and coordination with final lighting layouts and fixture types.

1. Demolition

- a. Disconnect existing lighting branch circuits at fixture locations as required for the removal and replacement of legacy lighting.
- b. Remove existing 2-conductor wiring.

2. Installation

- a. Install new conductors through existing conduit systems to provide code-compliant 120V feeds to new LED fixtures.
- b. Reconnect lighting circuits to existing panelboards using existing breakers.
- c. Group and daisy-chain fixtures per manufacturer limits and lighting layout intent to minimize circuit count and streamline installation.
- d. Label all newly installed circuits per NEC standards.
- e. Provide junction boxes and whips to fixtures where existing layouts do not support direct replacement.

3. Exclusions

- a. Replacement, relocation, or reconfiguration of existing panelboards or subpanels is excluded.
- b. Installation of new breakers or replacement of existing breakers is not included. Existing breakers will be reused.
- c. Installation of new conduit is excluded except where identified as necessary due to damaged or inaccessible existing conduit. Existing conduit shall be reused where feasible.

Wiring specific to dedicated emergency circuits or battery backup systems is excluded unless called out in the lighting scope in 102014-001 Exhibit H.

Asbestos Abatement Advisory Services

ESCO will provide advisory services related to the asbestos abatement process, including and limited to:

- 1. assisting in the development of bid solicitation documents and
- 2. offering recommendations regarding the selection of an abatement contractor based on the responsive bids.

ESCO Initials RP Owner Initials JP

The ESCO shall not be a party to, nor have any contractual or financial obligations under, any agreement between the Owner and the selected abatement contractor. All contractual relationships and responsibilities, payment or otherwise, for asbestos abatement services shall remain solely between the Owner and the abatement contractor.

The abatement work is a prerequisite to certain construction activities and will be integrated into the overall project schedule. The ESCO will coordinate with the Owner and the abatement contractor to reflect this integration in the construction timeline and will notify the Owner of any delays or scheduling issues that may impact subsequent work. However, the ESCO shall not assume possession, control, or responsibility for any asbestos-containing materials or for the performance of the abatement work.

ESCO Initials PP Owner Initials PP

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 24 of 30

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Exhibit B – Notice to Proceed

This **Notice to Proceed** for Scope per Exhibit A is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102013-001 dated 8/4/25 by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner").

Having read all of the foregoing, we, the undersigned, hereby ratify, approve, accept, confirm and acknowledge the same to be part of the contract and hereby authorize the ESCO to proceed with the installation of all ECM's listed in Scope per Exhibit A.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: [Signature]
(Signature in Ink)
Name: Alvin Philip
Title: President
Date: 8/5/25

OWNER:

By: [Signature]
(Signature in Ink)
Name: Danny Pettus
Title: Chairman
Date: 8/4/25

ESCO Initials AP Owner Initials DP

Exhibit C – Substantial Completion Form

This **Substantial Completion Form** is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102013-001 dated 8/4/25 by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be substantially complete, and Owner accepts the same.

The Date(s) of Substantial Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Warranty Commencement Date stated below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: _____
(Signature in Ink)

Name: _____

Title: _____

Date: _____

OWNER:

By: Danny Pettus
(Signature in Ink)

Name: Danny Pettus

Title: Chairman

Date: 8/4/25

ESCO Initials RP Owner Initials DP

Exhibit D – Final Completion and Acceptance

This Final Completion and Acceptance Form is attached to and made an integral part of that certain Lauderdale County Commission Installation Contract 102013-001 dated 8/4/25 by and between Path Company, LLC (the "ESCO") and Lauderdale County Commission, (the "Owner") which provides as follows:

The Work performed has been inspected by the undersigned Owner, have been determined to be complete, and Owner accepts the same.

The Date(s) of Final Completion for the Services noted below is/are hereby established as the earlier of (i) the date Owner executes this Certificate, as noted below, or (ii) fourteen (14) calendar days after the latest warranty commencement date noted below as the date this Certificate is submitted to Owner.

The Warranty Period, pursuant to Section 7.0 of the Contract, commences as of the Date of Substantial Completion, except as noted below with respect to the following corresponding equipment or work:

Services: Description of Equipment or Work	Warranty Commencement Date

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Contract, effective as of the date first above written.

ESCO:

By: _____
(Signature in Ink)

Name: _____

Title: _____

Date: _____

OWNER:

By: Danny Pettus
(Signature in Ink)

Name: Danny Pettus

Title: Chairman

Date: 8/4/25

ESCO Initials RP Owner Initials DP

Exhibit E – Hazardous Materials

Pursuant to Section 5.0 of the Contract, the existence of the following Hazardous Materials has been disclosed by Owner and/or otherwise identified prior to the execution of the Contract:

- 1. PCB-containing ballasts and mercury-containing lamps which shall be replaced by and disposed of by ESCO and shall be disposed of in name of the Owner as owner/generator of the Hazardous Material**
- 2. Abatement of all asbestos containing materials is the sole responsibility of the Owner and asbestos containing materials shall be removed and disposed of by the Owner in accordance with all Federal, State, and Local codes and ordinances prior to commencement of work by Path Company under this project in accordance with this Article 5 of the Contract. All asbestos abatement shall be contracted separately at the Owner's expense. To the maximum extent permitted by Alabama state law, Owner agrees that ESCO is in no way liable for any damage (bodily injury or property damage) caused by Asbestos or Asbestos containing materials.**
- 3. Lead paint, or any other material classified as hazardous or that requires special testing, handling, abatement and/or disposal that is not specifically addressed is the responsibility of the Owner.**

ESCO Initials ME Owner Initials DP

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 28 of 30

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Exhibit F – IRS 179D Authorization Letter

17-Jul-2025

**Lauderdale County Commission
Danny Pettus
102 S Court Street, Sixth Floor
Florence, AL 35630**

RE: Lauderdale County Commission 102013-001

Subject: 179D Tax Deduction Form of Allocation

Dear Danny Pettus,

Path Company is requesting permission for allocation of the tax deduction incentives allowable under Section §179D of the Internal Revenue Code regarding the Energy Policy Act of 2005. These incentives allow government building owners to allocate potential Section 179D deductions, that are otherwise of no value to tax-exempt entities, to project designers including contractors, consultants, and energy service providers.

Per the definitions in Notice 2008-40 and the fact that Lauderdale County Commission is tax-exempt, tax deduction incentives can be allocated to the person primarily responsible for the design of this project. We are requesting you verify we are those responsible persons by the execution of your signature on the attached allocation form. After your review, please notify us of any clarification or corrections you may require otherwise please sign and date where indicated.

It was a pleasure partnering with you in the successful implementation of energy-savings measures throughout your facilities and we look forward to furthering this effort in the future. If you have any other questions, please feel free to contact me.

Sincerely,

**Nathan Wells
Co-Founder & Principal**

ESCO Initials DP Owner Initial DP

7/29/25

Lauderdale County Commission – Installation Contract – 102013-001

Page 29 of 30

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SECTION 179D ALLOCATION

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient properties. This program allows government building owners to allocate potential Section 179D deductions for the installation of energy efficient systems. Taxpayers eligible to receive an allocation may include architects, engineers, contractors, environmental consultants, or energy service providers. Lauderdale County Commission hereby allocates the Section 179D deduction for the property(ies) described below to Path Company.

GOVERNMENT BUILDING OWNER

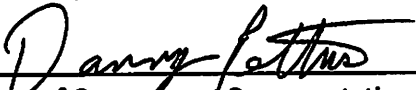
Lauderdale County Commission
Danny Pettus
102 S Court Street, Sixth Floor
Florence, AL 35630

DESIGNER

Path Company
Nathan Wells
1635 Lelia Dr, Suite #102
Jackson, MS 39216
(601) 460-9609

Property Name	Property Address	Cost of Property	Date Placed in Service	179D Deduction Allocated to Designer

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.



Signature of Government Representative

8/4/25

Date

Signature of Designer

Date

ESCO Initials  Owner Initials 

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the PATH Professional Service Contract pending approval by County Attorney for the removal of hazardous waste within the Lauderdale County Courthouse.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent
Danny Pettus, Chairman

Brad Black
Brad Black, Commissioner

William Garner
Roger Garner, Commissioner

Todd Nix
Todd Nix, Commissioner

ATTEST:

Brooke Slatton
Brooke Slatton, County Administrator

Joe Hackworth
Joe Hackworth, Commissioner

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 Alabama Community College System, Northwest Shoals Community College, and the Lauderdale County Commission for \$4,900,000 in appropriations for the design, equipping, and construction of the Lauderdale County Workforce Training Center.

Done this the 28th day of July 2025.

LAUDERDALE COUNTY COMMISSION

Absent

Danny Pettus, Chairman

Brad Black

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the 28th day of July 2025 by the Alabama Community College System ("ACCS"), Northwest Shoals Community College (the "College") and Lauderdale County, Alabama, a body corporate, acting by and through its governing body, the Lauderdale County Commission ("Commission").

RECITALS:

WHEREAS, at the 2023 Regular Session of the Alabama Legislature, the Legislature adopted Act No. 2023-378 providing for supplemental appropriations from the Education Trust Fund for the fiscal year ending September 30, 2023 (the "*2023 Supplemental Appropriations Act*"), including funds appropriated to ACCS for designated one-time expenses. Act 2023-378 further provides that \$3,000,000 of the College's 2023 Supplemental Appropriations were to be used by the College for the Lauderdale County Workforce Training Center; and,

WHEREAS, at the 2024 Regular Session of the Alabama Legislature, the Legislature adopted Act No. 2024-428 providing for additional supplemental appropriations from the Education Trust Fund for the fiscal year ending September 30, 2024 (the "*2024 Supplemental Appropriations Act*"), including funds appropriated to ACCS for designated one-time expenses. Act 2024-428 further provides that \$900,000 of the ACCS's 2024 Supplemental Appropriations were to be used for the Lauderdale County Workforce Training Center; and,

WHEREAS, during the 2025 Regular Session of the Alabama Legislature, the Legislature adopted Act No. 2025-268 providing for additional supplemental appropriations from the Education Trust Fund for the fiscal year ending September 30, 2025 (the "*2025 Supplemental Appropriations Act*"), including funds appropriated to ACCS for designated one-time expenses. Act 2025-268 further provides that \$1,000,000.00 of the ACCS's 2025 Supplemental Appropriations were to be used for the Lauderdale County Workforce Center; and

WHEREAS, ACCS has received the Legislature's 2023 and 2024 supplemental appropriations in the sums of \$3,000,000 and \$900,000 respectively and it is anticipated to receive the 2025 supplemental appropriation which will allow ACCS to deliver the appropriations totaling \$4,900,000.00 to the Commission to be used for the design, equipping, and construction of the Lauderdale County Workforce Training Center (the "Project") to be located in Florence, Alabama; and,

WHEREAS, upon receipt of the 2023 Supplemental Appropriation and the 2024 Supplemental Appropriation totaling \$3,900,000.00, and the receipt of the 2025 Supplemental Appropriation, the Commission is ready, willing, and able to complete the Project.

WHEREAS, ACCS, the College and the Commission in accordance with the 2023 Supplemental Appropriations Act, the 2024 Supplemental Appropriations Act, and the 2025 Supplemental Appropriations Act have agreed to apply the above described \$4,900,000

5. Relationship of Parties. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties.

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 provisions or rules.

7. Notices. Any notice or other communication given pursuant to this MOU shall be given by hand delivery, by overnight delivery via a recognized overnight delivery service or by certified mail, postage prepaid, as follows:

To ACCS: Alabama Community College System
 Attention: Chancellor
 135 S. Union Street
 Montgomery, Alabama 36130

To College: Northwest Shoals Community College
 Attention: President
 800 George Wallace Blvd.
 Muscle Shoals, Alabama 35661

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

Notice given hereunder shall be effective upon delivery. Either party hereto may change the address for notices hereunder by delivery of notice to the other party as provided herein.

8. Other Provisions.

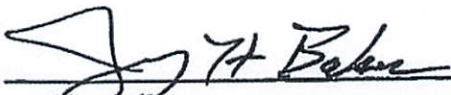
9.1. This MOU constitutes the sole and entire agreement of the parties to this MOU with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

9.2. This MOU may only be amended or otherwise modified by an agreement in writing signed by the parties hereto. No waiver by any party of any of the provisions contained in this MOU shall be effective unless explicitly set forth in writing and signed by the party so waiving. In addition, no failure to exercise, or any delay in exercising any rights or remedies provided hereunder shall operate or be construed as a waiver of said

rights or remedies; nor shall any waiver of any rights or remedies hereunder be construed as a waiver of other or future rights or remedies hereunder.

- 9.3. The Commission hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
- 9.4. In the event any terms or provisions of this MOU are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
- 9.5. By signing this MOU, the Commission affirms, for the duration of this MOU, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, the Commission shall be deemed in breach of this MOU and may be responsible for all damages resulting therefrom.
- 9.6. 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.

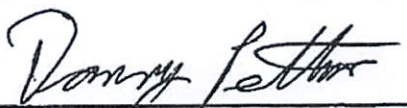
ALABAMA COMMUNITY COLLEGE SYSTEM

By: 
Chancellor

NORTHWEST SHOALS COMMUNITY
COLLEGE

By: 
Its President

LAUDERDALE COUNTY COMMISSION

By: 
Its Chairman

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, a bid contract was executed between the Lauderdale County Commission and the Republic Services of Huntsville for Bid No. LA 2024-8 "Disposal of Solid Waste"; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does herein agree to the renewal of the contract with Republic Services for a period of one year beginning October 1, 2025 under the terms stated in the original Bid Contract with Lauderdale County Solid Waste Department with any budget amendment needed being approved.

Done this the 28th day of July, 2025.

LAUDERDALE COUNTY COMMISSION

Absent
Danny Pettus, Chairman

William Garner
Roger Garner, Commissioner

Brad Black
Brad Black, Commissioner

Todd Nix
Todd Nix, Commissioner

ATTEST:

Brooke Slatton
Brooke Slatton, County Administrator

Joe Hackworth
Joe Hackworth, Commissioner