

STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 pm. on the 27th day of October, 2025.

The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Roger Garner	Commissioner, District 1
Brad Black	Commissioner, District 1
Joe Hackworth	Commissioner, District 2
Todd Nix	Commissioner, District 2

Chairman, Danny Pettus, upon declaration of a quorum being present, opened the meeting for the transaction of business.

The invocation and Pledge of Allegiance were delivered by Chairman, Danny Pettus

Award/Presentations: Chairman Pettus presented a check for the Kyle Foundation to Becky Jones. Chairman Pettus told Ms. Jones and Slade Sartain to keep up the good work, and that the Commission appreciates what the foundation does.

Public Comments on Agenda Items: None

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

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

Commissioner Nix moved, seconded by Commissioner Black to approve signing a contract with Verizon for the Lauderdale County Sheriff's 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 Nix moved, seconded by Commissioner Hackworth to approve transferring checking accounts to First Southern Bank. The list of accounts as well as proposal from First Southern Bank will be attached to the minutes. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve awarding Bid 2026-2 to C&H Striping. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve beginning the bid process for Brush Creek playground equipment. 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 the vacation of a utility easement of a portion of County Road 96. 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 Garner to approve entering into an agreement with Henderson Roofing for repairs on the annex portion of the EMA/911 facility. 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 entering into an agreement with NASHO through ADECA for traffic safety funds for the Sheriff's 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 Hackworth moved, seconded by Commissioner Black approving entering into an agreement with PATH for the ADA Energy Savings to the EMA/911 Facility. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Nix approving entering into an agreement with Terrell Technical Services, Inc. for testing the air 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 Garner moved, seconded by Commissioner Black approving the invoiced bills. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED:**October 14, 2025 - October 26, 2025**

1	General-Special	63985-64019	844,380.73
2	Agri-Business Fund	4215-4219	550.06
3	Pistol Permit Revenue Reduction Fund	N/A	0.00
4	Opioid Settlement Fund	1202-1208	2,619.10
5	LEPA Fund	9429-9434	4,548.90
6	Gasoline Tax Fund	19460-19471	223,119.90
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	404	708.24
10	RRR Gasoline Tax Fund	N/A	0.00
11	Reappraisal Fund	13154-13163	39,279.79
12	Tourism, Rec. & Convention Fund	666	750.00
13	RSVP Fund	18614-18622	2,692.69
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	1167	449,087.11
19	Special Grants Fund	N/A	0.00
20	Coronavirus Rescue Act Fund	1089-1089	412,698.00
21	CDBG Fund	N/A	0.00

22	. Solid Waste Fund	10043-10057	237,329.41
23	. Account Payable Fund	50661-50706	241,491.82
24	. Fire Protection Fee Fund	5169	5,144.16
25	. Industrial Development Tax Fund	N/A	0.00
26	. Tobacco Tax Fund	N/A	0.00
27	. TVA Tax Fund	N/A	0.00
TOTAL			\$ 2,464,399.91

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

LAUDERDALE COUNTY COMMISSION

Danny Pettus
 Danny Pettus, Chairman

William Garner
 Roger Garner, Commissioner

Absent
 Brad Black, Commissioner

Todd Nix
 Todd Nix, Commissioner

Joe Hackworth
 Joe Hackworth, Commissioner

ATTEST:

Brooke Slatton
 Brooke Slatton, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
October 27, 2025

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Chairman, Danny Pettus
4. AWARDS AND PRESENTATIONS- Kyle Foundation
5. PUBLIC COMMENTS ON AGENDA ITEMS

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

6. SCHEDULED PUBLIC HEARING- Utility Vacation County Rd. 96

REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**
2. **Approve minutes of last meeting**
3. **Resolution—Verizon Contract**
The Commission will decide on signing a contract with Verizon for the Lauderdale County Sheriff's Department.
4. **Resolution—Checking Accounts**
The Commission will decide transferring checking accounts.
5. **Resolution—Bid 2026-2**
The Commission will vote on awarding Bid 2025-2 to C&H Striping.
6. **Resolution—Brush Creek**
The Commission will vote beginning the bid process for Brush Creek Playground Equipment.
7. **Resolution—Utility Easement Vacation**
The Commission will vote on approving the vacation of a utility easement of a portion of County Rd. 96
8. **Resolution—EMA/911 Facility Roof**
The Commission will vote on entering into an agreement with Henderson Roofing for repairs on the annex portion of the new EMA/911 Facility.
9. **Resolution—NASHO Agreement**
The Commission will decide on entering into an agreement with NASHO through ADECA for traffic safety funds for the Sheriff Department.

10. Resolution—EMA/911 Facility

The Commission will vote on entering into an agreement with PATH for the ADA Energy Savings for the EMA/911 Facility.

11. Resolution—Terrell Technical Services, Inc.

The Commission will vote on entering into an agreement with Terrell Technical Services, Inc. for testing the air in the Lauderdale County Courthouse.

12. Audit and Approve Invoiced Bills

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign a contract with Verizon for the Sheriff's departments.

Done this the 27th day of October, 2025.

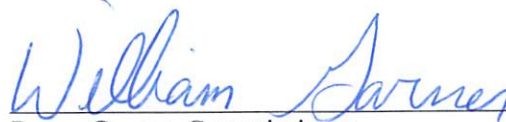
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves transferring of checking accounts to First Southern Bank with the attached proposal and listing of accounts.

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:


Brooke Slatton, County Administrator
Joe Hackworth, Commissioner

STATE OF ALABAMA §

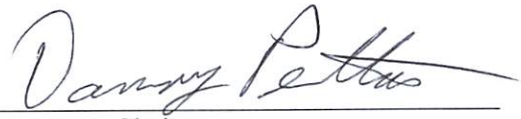
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the awarding of Bid 2026-2 to C&H Striping.

Done this the 27th day of October, 2025.

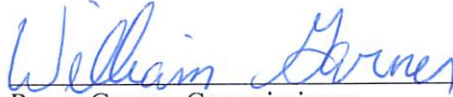
LAUDERDALE COUNTY COMMISSION



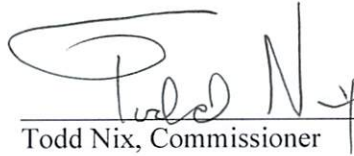
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

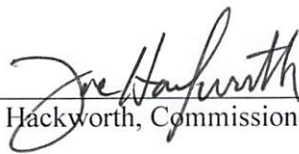


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

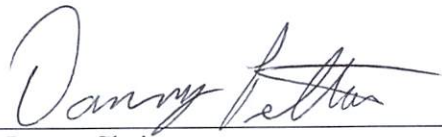
COUNTY OF LAUDERDALE §

RESOLUTION

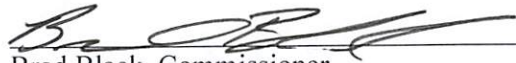
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the letting of bid for Brush Creek Playground Equipment.

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



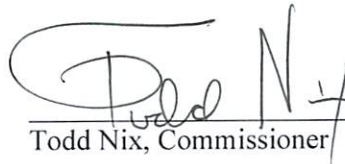
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner




Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

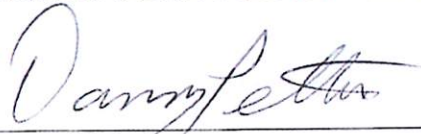
COUNTY OF LAUDERDALE §

RESOLUTION

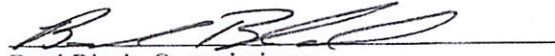
NOW THEREFORE BE IT the Lauderdale County Commission approves the vacation of utility easement for the said portion of County Road 96 in Lauderdale County, Alabama, with said portion being from the intersection of County Road 545 and continuing East to the West boundary line of 2540 County Road 96.

Done this the 27th day of October 2025.

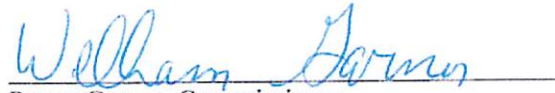
LAUDERDALE COUNTY COMMISSION



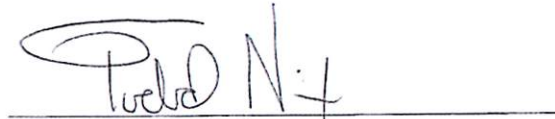
Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §


COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the chairman to enter into an agreement with Henderson Roofing's for the repairs on the annex portion of the EMA/911 facility. (R2.5 and options for a total contract of \$37,301)

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner



SEP 30, 2025

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www.HendersonRoofing.net

FLORENCE/LAUDERDALE
EMERGENCY
MANAGEMENT/ E911 /

102 E. Dr. Hicks Blvd, Florence, AL

ABOUT US

Since 1986, Henderson Roofing has provided Award Winning Roofing Service to all of North Alabama. We're a family-owned business that pride ourselves on quality Workmanship, Professionalism, and Dependability. As a GAF MasterElite Contractor and a Carlisle Syntec Authorized Applicator, you can rest easy knowing your home or business has worry-free and hassle-free warranty options.

Prior to the establishment of Henderson Roofing, Mark Henderson worked for his grandfather's roofing business, Hollis Roofing, which was the Shoals oldest roofing company.

Today, Henderson Roofing continues to provide quality service to home owners and businesses in the Shoals area, as well as the rest of North Alabama. Henderson Roofing continues to be a quality family owned business, providing superior service across North Alabama. We look forward to our family working with yours.



HOW TO COMPARE CONTRACTORS

When comparing Henderson Roofing, a local company that has been serving the community since 1986, to other roofing contractors, there are several aspects to consider. Firstly, Henderson Roofing's extensive experience in the industry gives them a deep understanding of the local climate, building codes, and construction practices. This knowledge allows them to provide tailored solutions that are specifically suited to the area's unique roofing needs. Additionally, their long-standing presence in the community indicates a track record of reliability and customer satisfaction. Henderson Roofing's established reputation and positive reviews from past clients can provide a sense of trust and confidence in their services. Moreover, their local roots enable them to have strong connections with suppliers and subcontractors, which can potentially translate into cost savings and quicker project completion. Overall, when comparing Henderson Roofing to other roofing contractors, their experience, local expertise, reputation, and community ties make them a compelling choice for anyone seeking high-quality roofing services.

	HENDERSON ROOFING	Typical Contractor
Years In Business	35+	Less than 5
Full Time OSHA Safety Officer	2	0
On Site Superintendent	√	?
Workers Comp	\$1,000,000	Varies
General Liability	\$1,000,000	Usually Less than \$500k
Licensed & Bonded	√	Varies
End of Project Audit	√	?
Alabama Contractor's License	√	?
Alabama Homebuilder's License	√	?
Financing Available	√	Unlikely

R25 INSULATION

Description

Calisle 20 Year NDL 60 MIL TPO

- Removal of all existing roofing down to lightweight concrete layer
- Installation of two layers of 2" Carlisle Insulfoam ISO Board
- Mechanically attach 1/2 Carlisle Secureshield HD with HPX Fasteners using 6 plates per board
- Mechanically attach 60 MIL Carlisle Sureweld at a rate of 12" OC in field using HPX Fasteners and Pirahna Plates
- Adhere membrane on walls using Carlisle Cav Grip 3
- Fabrication and installation of 22 Gauge Cleat for Drip Edge
- Fabrication and installation of 24 Gauge Pre Finished Metal Drip Edge
- Installation of Carlisle PS Cover Strip over Drip Edge
- Fabrication and installation of slip flashing
- Installation of 50' of TPO Walk Pads
- Installation of vent boot

Quote subtotal	\$48,500.00
Total	\$48,500.00

R2.5

Description

Calisle 20 Year NDL 60 MIL TPO

- Removal of all existing roofing down to lightweight concrete layer
- Mechanically attach 1/2 Carlisle Secureshield HD with HPX Fasteners using 6 plates per board
- Mechanically attach 60 MIL Carlisle Sureweld at a rate of 12" OC in field using HPX Fasteners and Pirahna Plates
- Adhere membrane on walls using Carlisle Cav Grip 3
- Fabrication and installation of 22 Gauge Cleat for Drip Edge
- Fabrication and installation of 24 Gauge Pre Finished Metal Drip Edge
- Installation of Carlisle PS Cover Strip over Drip Edge
- Fabrication and installation of slip flashing
- Installation of 50' of TPO Walk Pads
- Installation of vent boot

Quote subtotal	\$35,051.00
Total	\$35,051.00

DECKING

Decking:

Contractor shall inspect roof decking following complete removal of the roof covering. Should Henderson Roofing discover rotten or compromised decking, Contractor will remove and replace decking at a cost plus factor per sheet. Customer understands and acknowledges it is not possible for the Contractor to ascertain the total amount of damage to concealed decking until demolition of the existing roof covering is complete. Customer agrees to pay Contractor cost plus factor per sheet of additional decking installed at the property without the need for a change order.

I acknowledge that I have read and understand this page. Initials: _____

TERMS & CONDITIONS

I HAVE READ AND UNDERSTAND THE FOREGOING PROPOSAL, THE TERMS AND CONDITIONS CONTAINED WITHIN THIS PROPOSAL, AND ALL DOCUMENTS REFERENCED THEREIN, AND AGREE TO BE BOUND BY THEIR TERMS

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Henderson Roofing is authorized to do the work as specified. By signing, Customer acknowledges Customer is the owner of the property where work is to be performed. By signing this Proposal, Customer accepts this increase in costs. All painting to be performed by Customer. Nothing as contained within this Proposal shall represent Contractor is to perform touch-up painting, nor shall Contractor apply primer to new fascia or any other component of the roofing system.

ALL FINAL PAYMENTS ARE DUE UPON COMPLETION OF THE ROOF.

We will invoice for half down of the total upon deliveries of the materials. Any delay in payments will result in a 10% interest rate calculated based on the outstanding amount per 15-day term. This Proposal, these terms and conditions, and any subsequent change orders requested by Customer, or any change orders which become necessary to complete the work, constitute the entire Proposal by and between Henderson Roofing and Customer, and therefore, the parties are not bound by oral expressions or representations by any party or their agent. The parties to this Proposal agree it may be signed in counterparts and scanned or emailed signatures shall be deemed originals and will become effective and binding upon the parties at such time as all signatories hereto have signed a counterpart of this Proposal.

TERMS & CONDITIONS

1. General. This Proposal is subject to change without notice and is automatically withdrawn on the 15th day following its date of issue if not accepted in writing and a copy of this Proposal returned to Henderson Roofing. If Customer cancels the Proposal prior to the start of work, Customer is liable for 15% of the Proposal Total as liquidated damages, because Packages Contractor is unable to accurately measure its damages for the cancellation of the Proposal. Customer and Contractor agree this amount is not a penalty. Contractor reserves the right to withdraw this Proposal at any time prior to its acceptance or cancel this Proposal prior to the start of work in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Proposal, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days, and (d) singular words include plural and vice versa.

2. Customer Financing. If Customer elects financing as the payment option, Customer shall obtain approval from an appropriate lender of Customer's choosing. Customer shall secure financing within thirty (30) days of signing this Proposal. If Customer fails to obtain approval and secure financing within the required thirty (30) days, Henderson Roofing may terminate this Proposal. In no event shall Henderson Roofing be required to perform work under the Proposal or be liable for any damages if Customer has failed to secure financing. Henderson Roofing utilizes Headway Sales Inc., dba Acorn Finance, as an independent lender. Customer may, at their option, seek financing from Headway Sales Inc., dba Acorn Finance or any other lending institution of Customer's choosing. Should Customer choose to finance this installation, the outside lending institution shall process the transaction, carry out any collection of fees or payments, and oversee the loan distribution. Henderson Roofing is not a lender, shall not charge interest on any loan, nor will Henderson Roofing accept any incremental payments from Customers. This Proposal is not contingent upon financing and not contingent upon insurance coverage. Should Customer retain Henderson Roofing to perform a roofing installation, the Customer agrees to issue complete, full, and final payment for all labor and materials incorporated into the property. The Customer's inability to obtain financing from any outside lender or inability to secure insurance coverage funds shall not absolve the Customer's payment responsibility to Henderson Roofing.

3. Insurance and Access. Contractor shall carry worker's compensation, automobile liability, general liability, and any other insurance required by law. Customer agrees to provide Contractor with adequate access to electricity and other utilities needed at the work site and within the work area adjacent to the structure. Contractor is not liable, and Customer is solely liable for the existing slope or pitch of the roof deck and any work installed by any person other than Contractor, unless otherwise specified by Contractor in this Proposal. Customer agrees and acknowledges the existing roof deck is sufficient to receive the roof covering as contemplated under this Proposal. Customer authorizes Contractor to use photographs of the property for marketing purposes. Advertising with the use of yard signs shall be permitted at the property during the installation.

4. Site Conditions. Should concealed or unknown conditions at Customer's home be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Proposal, the Proposal Total shall be equitably adjusted upon notice from the Contractor to the Customer. Concealed or unknown conditions which will increase the Proposal Total include hidden water, electrical, gas lines fastened directly beneath or near the underside of the roof deck, compromised/damaged trusses or structural members which fail to support the weight of roofers, roofing materials, and equipment, rotten/compromised decking, additional layers of shingles or underlayment discovered underneath the existing roofing system, and/or any other concealed condition which is not readily observable by the Contractor prior to demolition of the roofing components on the home. The roofing and related construction services contemplated under this Proposal shall be limited to a single structure. Contractor shall not perform reroofing or related construction services to detached garages, outbuildings, Packages shops, sheds, well-houses, or on any other structure at the property unless specifically outlined in this Proposal.

5. Payment Terms. Customer agrees to pay interest of 10 % per every 15 Days (ANNUAL PERCENTAGE RATE OF 240%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing/recording of any claim of lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Proposal amount for which payment is due under the Proposal. The Proposal Total, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed terms. Customer recognizes the construction industry is presently experiencing price and availability volatility with regard to the materials to be used for this project. Because of market fluctuations, the prices of the materials to be utilized on this project are subject to sudden and significant changes, and stable prices cannot be obtained from suppliers. Therefore, if there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this Proposal, the price set forth in this Proposal shall be increased without the need for a written change order or amendment to the Proposal to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer upon request. As an additional remedy, and as a precaution against the unprecedented volatility of the construction supply market at this time, if the actual cost of any material line item increases more than 10% subsequent to making this Proposal, Contractor may, at Contractor's sole discretion, terminate the Proposal for convenience. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments, and/or warranties until full payment is made or terminate this Proposal. The Proposal Total shall be increased by the amount of Contractor's reasonable costs of shut-down delay and start-up.

6. Restrictions and Requirements. In the event state, county, or municipal codes or regulations require work not expressly set forth in this Proposal or differ materially from that generally recognized as inherent in work of the character provided for in this Proposal, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. Contractor's work is limited to removing and reinstalling the roofing system and related components. Contractor shall not be responsible for reinstalling [1] gutters, [2] satellite dish, [3] solar panels, [4] or any other appurtenances existing on the Customer's roof prior to the start of construction, unless 16. Working Hours. The Proposal is based upon the performance of a [redacted] or Alabama State holidays. Extra charges will [redacted] I acknowledge that I have read and understand this page. Initials: [Signature]

7. Customer Protection of Property. Due to the nature of the construction called for under this Proposal, and the Customer's understanding that work vehicles, trailers, and heavy equipment must be allowed to access the property to complete this Proposal, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC units, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Customer shall hold Contractor harmless, and Contractor shall not be liable for any damages arising out of or relating to water, electrical, or other utility pipes or lines contained under the roof deck which are not disclosed to Contractor in writing prior to the start of work. Contractor is not responsible/liable for any "nail-pops" appearing on interior sheetrock/drywall walls or ceilings, hairline cracks, or any cracks, in the ceiling and/or drywall due to the loading of the roof or removal and reinstallation of the roof covering. Contractor shall not be liable for any damage caused by dust, particulates, fumes, gases, or debris created during the normal construction process. Contractor is not liable for damage to person or property caused by nails, and Customer agrees it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner.

The cost for testing/abatement for asbestos or lead-based paint is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products, adhesives, and equipment will be released and noise will be generated. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify, and defend Contractor from claims relating to fumes and odors emitted during the normal roofing process.

8. Choice of Law, Venue, and Attorney's Fees. This Proposal shall be governed by the laws of the State of Alabama. Venue of any proceeding arising out of this Contract shall be Lauderdale County, Alabama, unless the parties agree otherwise. Should either party employ an attorney to institute litigation or arbitration to enforce any of the provisions of this Proposal or take any action necessary to protect its interest in any matter arising out of or related to this Proposal, the prevailing party in any litigation or arbitration shall be entitled to recover from the other party all reasonable attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate, or bankruptcy proceedings.

9. Waiver of Jury Trial. THE PARTIES KNOWINGLY, VOLUNTARILY, Packages IRREVOCABLY, AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE PROPOSAL, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS PROPOSAL; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS PROPOSAL.

10. Damage Limitation. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute, or otherwise arising from or relating to the work and services performed under the Proposal, shall Contractor be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Proposal for any and all injuries, damages, claims, or expenses, including attorneys' fees arising out of or relating to this Proposal regardless of whether the claim is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

11. Warranties. Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Proposal. All warranties and guarantees if any, provided under the Proposal are solely for the original Customer and are nontransferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.

12. Claims. Customer shall notify Contractor in writing within three (3) days of the occurrence of any claim, defect, or deficiency arising out of the work, services, or materials provided by Contractor under this Proposal ("Occurrence"). Customer's failure to provide written notice of the Occurrence shall result in Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort, or federal or state statutory claims.

13. Acts of God. Contractor shall not be liable for any damage, whether actual or consequential, for claims arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war, or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect by Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Such Acts of God beyond the Contractor's reasonable control include the ongoing material delays, labor shortages, transportation interruptions, and overall economic hinderances created and perpetuated by the COVID-19 Pandemic. Customer shall be responsible for obtaining any fire, tornado, flood, builder's risk, and/or other necessary insurance for this project.

14. Disclaimer. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action, or controversies ("Claims") pertaining to Mold, including Claims arising out of or relating to the detection, removal, Packages disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor, or third parties.

15. Working Hours. The Proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National or Alabama State holidays. Extra charges will be made for overtime and all work performed other than work occurring during Contractor's regular working hours if required by Customer.

16. Materials. All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications presented by product manufacturers (e.g., R-value, ASTM or UL compliance). Contractor shall not be liable for defective material produced by any manufacturer. Such manufacturing/product defects shall be pursued against the manufacturer under the allowances provided within the manufacturer warranty provisions. Metal roofing panels (specifically, flat span sheet metal panels over 8 feet) will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and does not impact the performance of the panels and is beyond Contractor's control. Contractor is not responsible for oilcanning. Oil-canning shall not be grounds to withhold payment or reject panels. During the manufacturing process, fiberglass roofing shingles are coated with asphalt, and some oversized granules may become trapped under the coating creating a cosmetic "blister" effect. This "blistering" does not impact performance of the shingle. Contractor is not responsible for blistering and Customer shall not withhold payment or reject the shingles due to aesthetic blisters. Customer shall not walk on the Contractor's completed roofing system, nor shall Customer allow other trades or contractors to traverse a completed roofing system. Foot-traffic on a completed roofing system will cause granule loss on shingle roof coverings, and will void any available warranties contemplated pursuant to this Proposal.

I acknowledge that I have read and understand this page. Initials:

Darryl J. [Signature]

16. Construction and Interpretation. Each provision of the Proposal shall be construed as if both parties mutually drafted this Proposal. If a provision of this Proposal (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Proposal, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Proposal records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Proposal are an integral part of the Proposal and are incorporated by reference. This Proposal incorporates the documents entitled [1] "Customer Notice of Cancellation", [2] "Henderson Roofing, Inc. Non-Transferrable Two(2) Year Limited Workmanship Warranty," [3] any manufacturer warranty offered (if any) pursuant to this Proposal, and [4] any change orders required or requested during construction. Customer acknowledges he/she/they have read and agree to all incorporated documents.

17. Customer Cancellation Rights Pursuant to Ala. Code § 8-36-2. Customer Packages may cancel this Proposal at any time before midnight on the fifth (5) business day after Customer has entered into this Proposal if you have received written notification from your insurer that all or any part of the claim or Proposal is not a covered loss under the insurance policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation. A NOTICE OF CANCELLATION is attached to this Proposal as Exhibit A. This NOTICE OF CANCELLATION is easily detachable and may be delivered to the Contractor at 1522 County Road 323, Florence, Alabama 35634.

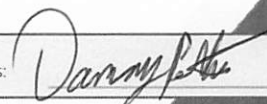
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Accepted



Mark Henderson
President / Owner

I acknowledge that I have read and understand this page. Initials: _____



AUTHORIZATION PAGE

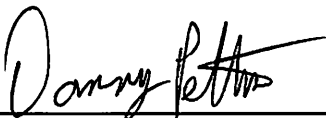
<input type="checkbox"/> R25 Insulation	\$48,500.00	Name: Florence/Lauderdale Emergency Management/ E911 / 2509-7621324-01
<input type="checkbox"/> R2.5	\$35,051.00	Address: 102 E. Dr. Hicks Blvd, Florence, AL

OMG Retro Drains

Description	Qty	Unit price	Line total
<input type="checkbox"/> -Installation of OMG Retro Fit Drain fittings if necessary	2	\$450.00	\$900.00

Customer Comments / Notes

Florence/Lauderdale
Emergency Management/
E911 / 2509-7621324-01:



Date:



Protect Your Greatest Investment!

Your Proposal

Owner Florence/Lauderdale Emergency Management/ E911		Date 10/01/2025
Address 102 E. Dr. Hicks Blvd, Florence, AL		City
State	Zip	Customer Service Representative Bradley McMurtrey

Large Building Repair and Maintenance	-Application of new sealant along edge metal -Installation of 1 piece of edge metal -Clean debris from roof -1 year of quarterly inspections and roof debris clean up TOTAL: \$1350

I HAVE READ AND UNDERSTAND THE FOREGOING PROPOSAL, THE TERMS AND CONDITIONS CONTAINED WITHIN THIS PROPOSAL, AND ALL DOCUMENTS REFERENCED THEREIN, AND AGREE TO BE BOUND BY THEIR TERMS

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Henderson Roofing is authorized to do the work as specified. By signing, Customer acknowledges Customer is the owner of the property where work is to be performed. Customer understands and accepts the prices for the demolition of the existing roofing system include only one layer of shingles and up to two layers of underlayment. Removal and disposal of additional layers of shingles and/or underlayment shall result in an increase to the overall costs of demolition. By signing this Proposal, Customer accepts this increase in costs. All painting to be performed by Customer. Nothing as contained within this Proposal shall represent Contractor is to perform touch-up painting, nor shall Contractor apply primer to new fascia or any other component of the roofing system. If this Proposal includes the installation/replacement of a skylight, Customer acknowledges all interior trim, interior painting, interior ceiling/drywall repair, and any other interior work is the sole responsibility of the Customer.

ALL PAYMENTS ARE DUE UPON COMPLETION OF THE ROOF.

Any delay in payments will result in a 10% interest rate calculated based on the outstanding amount per 5-day term. This Proposal, these terms and conditions, and any subsequent change orders requested by Customer, or any change orders which become necessary to complete the work, constitute the entire Proposal by and between Henderson Roofing and Customer, and therefore, the parties are not bound by oral expressions or representations by any party or their agent. The parties to this Proposal agree it may be signed in counterparts and scanned or emailed signatures shall be deemed originals and will become effective and binding upon the parties at such time as all signatories hereto have signed a counterpart of this Proposal.

TERMS & CONDITIONS

1. General. This Proposal is subject to change without notice and is automatically withdrawn on the 15th day following its date of issue if not accepted in writing and a copy of this Proposal returned to Henderson Roofing. If Customer cancels the Proposal prior to the start of work, Customer is liable for 15% of the Proposal Total as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Proposal. Customer and Contractor agree this amount is not a penalty. Contractor reserves the right to withdraw this Proposal at any time prior to its acceptance or cancel this Proposal prior to the start of work in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Proposal, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days, and (d) singular words include plural and vice versa.

2. Customer Financing. If Customer elects financing as the payment option, Customer shall obtain approval from an appropriate lender of Customer's choosing. Customer shall secure financing within thirty (30) days of signing this Proposal. If Customer fails to obtain approval and secure financing within the required thirty (30) days, Henderson Roofing may terminate this Proposal. In no event shall Henderson Roofing be required to perform work under the Proposal or be liable for any damages if Customer has failed to secure financing. Henderson Roofing utilizes Headway Sales Inc., dba Acorn Finance, as an independent lender. Customer may, at their option, seek financing from Headway Sales Inc., dba Acorn Finance or any

other lending institution of Customer's choosing. Should Customer choose to finance this installation, the outside lending institution shall process the transaction, carry out any collection of fees or payments, and oversee the loan distribution. Henderson Roofing is not a lender, shall not charge interest on any loan, nor will Henderson Roofing accept any incremental payments from Customers. This Proposal is not contingent upon financing and not contingent upon insurance coverage. Should Customer retain Henderson Roofing to perform a roofing installation, the Customer agrees to issue complete, full, and final payment for all labor and materials incorporated into the property. The Customer's inability to obtain financing from any outside lender or inability to secure insurance coverage funds shall not absolve the Customer's payment responsibility to Henderson Roofing.

3. Insurance and Access. Contractor shall carry worker's compensation, automobile liability, general liability, and any other insurance required by law. Customer agrees to provide Contractor with adequate access to electricity and other utilities needed at the work site and within the work area adjacent to the structure. Contractor is not liable, and Customer is solely liable for the existing slope or pitch of the roof deck and any work installed by any person other than Contractor, unless otherwise specified by Contractor in this Proposal. Customer agrees and acknowledges the existing roof deck is sufficient to receive the roof covering as contemplated under this Proposal. Customer authorizes Contractor to use photographs of the property for marketing purposes. Advertising with the use of yard signs shall be permitted at the property during the installation.

4. Site Conditions. Should concealed or unknown conditions at Customer's home be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Proposal, the Proposal Total shall be equitably adjusted upon notice from the Contractor to the Customer. Concealed or unknown conditions which will increase the Proposal Total include hidden water, electrical, gas lines fastened directly beneath or near the underside of the roof deck, compromised/damaged trusses or structural members which fail to support the weight of roofers, roofing materials, and equipment, rotten/compromised decking, additional layers of shingles or underlayment discovered underneath the existing roofing system, and/or any other concealed condition which is not readily observable by the Contractor prior to demolition of the roofing components on the home. The roofing and related construction services contemplated under this Proposal shall be limited to a single structure. Contractor shall not perform re-roofing or related construction services to detached garages, outbuildings, shops, sheds, well-houses, or on any other structure at the property unless specifically outlined in this Proposal.

5. Payment Terms. Customer agrees to pay interest of 10 % per every 5 Days, unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing/recording of any claim of lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Proposal amount for which payment is due under the Proposal. The Proposal Total, including the charges for changes/extras, shall be payable to Contractor in accordance with the agreed terms. Customer recognizes the construction industry is presently experiencing price and availability volatility with regard to the materials to be used for this project. Because of market fluctuations, the prices of the materials to be utilized on this project are subject to sudden and significant changes, and stable prices cannot be obtained from suppliers. Therefore, if there is an increase in the price of the products charged to the Contractor in excess of 5% subsequent to making this Proposal, the price set forth in this Proposal shall be increased without the need for a written change order or amendment to the Proposal to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer upon request. As an additional remedy, and as a precaution against the unprecedented volatility of the construction supply market at this time, if the actual cost of any material line item increases more than 10% subsequent to making this Proposal, Contractor may, at Contractor's sole discretion, terminate the Proposal for convenience. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments, and/or warranties until full payment is made or terminate this Proposal. The Proposal Total shall be increased by the amount of Contractor's reasonable costs of shut-down delay and start-up.

6. Restrictions and Requirements. In the event state, county, or municipal codes or regulations require work not expressly set forth in this Proposal or differ materially from that generally recognized as inherent in work of the character provided for in this Proposal, all extra cost for Contractor's labor and materials shall be the sole obligation of the Customer. Contractor's work is limited to removing and reinstalling the roofing system and related components. Contractor shall not be responsible for reinstalling [1] gutters, [2] satellite dish, [3] solar panels, [4] or any other appurtenances existing on the Customer's roof prior to the start of construction, unless called for under this Proposal. If the existing roof deck is sloped or pitched in such a way as to allow for ponding on the roofing surface, and modifications are required to correct the roof pitch and/or slope so ponding will not occur, Contractor will notify Customer and Customer shall pay all additional costs necessary to bring the roofing pitch/slope into compliance with building codes. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in any deeds, Home Owner's Association ("HOA") covenants, conditions, or restrictions, or any subdivision/neighborhood regulations which might relate to or restrict the improvements under this Proposal. Should the Proposal require roofing services on a property which is subject to HOA regulations, Customer guarantees all required approvals from the HOA have been timely and completely obtained. Such approvals from the HOA include, but are not limited to, approvals for material color, style, and type which shall ultimately be installed on the Customer's home. Contractor shall have no liability or responsibility for any non-conformity with HOA restrictions/requirements. Contractor shall be entitled to full payment from Customer of all sums due pursuant to this Proposal regardless of work which is at a variance with any HOA covenants, conditions, or restrictions.

7. Customer Protection of Property. Due to the nature of the construction called for under this Proposal, and the Customer's understanding that work vehicles, trailers, and heavy equipment must be allowed to access the property to complete this Proposal, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC units, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location. Customer shall hold Contractor harmless, and Contractor shall not be liable for any damages arising out of or relating to water, electrical, or other utility pipes or lines contained under the roof deck which are not disclosed to Contractor in writing prior to the start of work. Contractor is not responsible/liable for any "nail-pops" appearing on interior sheetrock/drywall walls or ceilings, hairline cracks, or any cracks, in the ceiling and/or drywall due to the loading of the roof or removal and reinstallation of the roof covering. Contractor shall not be liable for any damage caused by dust, particulates, fumes, gases, or debris created during the normal construction process. Contractor is not liable for damage to person or property caused by nails, and Customer agrees it will take the appropriate precautions to avoid said damage. Unless otherwise specified, there is no specific completion date. However, Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. The cost for testing/abatement for asbestos or lead-based paint is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products, adhesives, and equipment will be released and noise will be generated. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify, and defend Contractor from claims relating to fumes and odors emitted during the normal roofing process.

8. Attic Ventilation. Contractor shall not be responsible for the construction, installation, adequacy, or maintenance of any attic ventilation system, attic insulation, or attic exhaust system. Contractor shall fabricate and install Ridge Vents, as needed and if called-for pursuant to this Proposal, to allow for ventilation of the Customer's existing attic space at the time the work is completed. Contractor shall have no liability for any future restriction, limitation, and/or blockage of air flow within the attic space caused by the Customer's subsequent installation of spray foam, cellulose, fiberglass batt, or similar insulation material applied within Customer's attic space after Contractor has completed work. Should Customer wish to add, reduce, or alter the insulation within Customer's attic space after Contractor's work is complete, Customer shall be responsible for retaining a licensed design professional to determine what, if any, impact increasing or decreasing the R-Value of any insulation within the attic space will have on the roof system.

9. Choice of Law, Venue, and Attorney's Fees. This Proposal shall be governed by the laws of the State of Alabama. Venue of any proceeding arising out of this Contract shall be Lauderdale County, Alabama, unless the parties agree otherwise. Should

either party employ an attorney to institute litigation or arbitration to enforce any of the provisions of this Proposal or take any action necessary to protect its interest in any matter arising out of or related to this Proposal, the prevailing party in any litigation or arbitration shall be entitled to recover from the other party all reasonable attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate, or bankruptcy proceedings.

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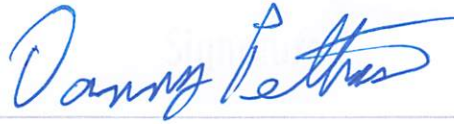
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Mark Henderson
President/Owner



Signature Date

STATE OF ALABAMA §

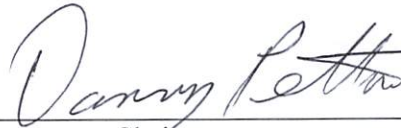
COUNTY OF LAUDERDALE §

RESOLUTION

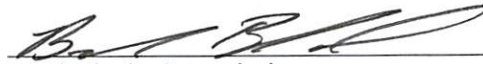
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to enter into an agreement with North Central Alabama Highway Safety Office thru ADECA for traffic safety funds.

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner

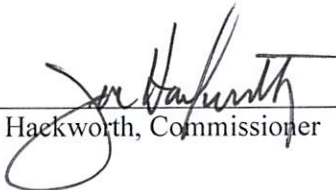


Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

Both.

NORTH CENTRAL ALABAMA HIGHWAY SAFETY OFFICE

P.O. Box 1300 • Russellville, AL 35653 • PHONE # 256-332-1138
Eddierussell4nahso@gmail.com

Traffic Enforcement Agreement

Fiscal Period: October 01, 2025 – September 30, 2026

(NOT the same as a grant's authorized spending period during this Agreement Period)

The Franklin County Commission (FCC) has made application to the Law Enforcement & Traffic Safety (LETS) division of the Alabama Department of Economic and Community Development (ADECA) and been given approval under the following approved Application as follows; North Alabama Highway Safety Office (NAHSO) 402 Administrative Grant 2026-FP-CP-018.

Under this project, the Franklin County Commission will act in its role as the approved Sub Grantee for All Traffic Safety Funding and will be the pass-through agency for the National Highway Traffic Safety Administration (NHTSA)/ADECA LETS Traffic Safety Funds within the ADECA/LETS Region 1 which consist of the following (16) North Alabama Counties of Colbert, Cullman, De Kalb, Fayette, Franklin, Jackson, Lamar, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Walker, & Winston.

The funds for this agreement were awarded by NHTSA and are passed through ADECA and the FCC/ NAHSO. Therefore, all expenditures are subject to all federal and state laws, rules, and regulations, including LETS policy letters.

This agreement is entered by North Central Alabama Highway Safety Office, located at the Franklin County Commission, hereinafter referred to as "NAHSO", and the governing entity of the law enforcement department of the following: **Lauderdale County Sheriff Department**, hereinafter referred to as "AGENCY", for official participation in the North Central Alabama Highway Traffic Safety Office Program grant and/grants, and are at allowable rates of pay, plus allowable FICA fringe, for traffic safety enforcement. The term of this agreement will be from **October 01, 2025 through September 30, 2026; however, the agreement period may not be the same as the grant's authorized spending period during the fiscal year.**

Upon approval of grant(s), funding and authorized spending periods will be made available to the AGENCY through the CORE reporting system by NAHSO. **This Agreement for NAHSO Grant Participation is not a notice of grant funding approval but is required for the AGENCY's receipt of grant funding.**

NO AGENCY will be approved to receive traffic enforcement funding without having entered into this agreement with the North Alabama Highway Safety Office. **NO AGENCY** will be approved to receive enforcement funding without having an approved overtime policy adopted by its GOVERNING ENTITY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to adopt the one attached to this agreement, which meets the minimum requirements set forth to participate in this program. **If an AGENCY is awarded grant traffic enforcement funds, the authorized spending dates and amounts will be recorded on the CORE reporting system and will include information such as the grant's/grants' name and number, as well as the CFDA number that applies to each specific grant.**

After the initial notification of funding allocation is made to the AGENCY, any adjustments in the funding level, time, and/or scope of this agreement and/or the grant(s); will only be accomplished through the CORE reporting system website by the NAHSO.

NAHSO has the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by NAHSO.

Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed. ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows; (1.) contract with NAHSO, (2.)

CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE signed contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy or electronic image of every citation and warning citation claimed on the grant, (6.) **time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant**, (7.) **City or County overtime policy**. The above-mentioned paperwork should be kept on file by each agency for no less than **3 years** from the date of the grant enforcement period. Each agency will be notified if a file audit is requested. Any agency that unable to produce ALL forms required to verify the claims that have been submitted to the NAHSO, will be required to refund ALL funds that were reimbursed on the grant in question.

In order to receive funding, each participating agency will be required to have an **“Electronic Signature Policy”** in place and **will be required to submit a copy of their respective agency’s policy as part of this funding agreement.**

Reimbursement claims (CORE forms) are encouraged to be submitted to NAHSO on the same schedule as the AGENCY’ Pay Period Follows.

The Chief Law Enforcement Official will serve as the AGENCY Representative unless he or she delegates the responsibility. The Chief Law Enforcement Official may appoint a department representative to be the AGENCY Representative if he or she chooses. The AGENCY Representative will also serve as the primary contact person for communications and correspondence between the AGENCY and NAHSO. If the AGENCY Representative is designated as someone other than the Chief Law Enforcement Official, this person must be identified within this Agreement (or by notification of change if after this Agreement has been signed).

The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to NAHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify FCC and /or NAHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.

The agency is subject to a “Review of Claims Process” by either ADECA/LETS or NAHSO at any time during the course of this funding agreement. The purpose of the review is to ensure that the law enforcement agencies who receive overtime funding from ADECA/LETS are in compliance with their requirements for funding. Conducting periodic reviews will identify whether there are deficiencies in the claim submission process which may result in inaccurate claims. Upon the completion of this review, if there are any deficiencies/ errors identified, the Agency will be required to reimburse ADECA/LETS for those identified deficiencies. This process will be as follows: The Agency will be required to issue a check to the Franklin County Commission, who then in return will do the same to the LETS Division ADECA of for the overall total amount of the identified deficiencies, as it relates to each project and/or grant for each funding year that in which the deficiencies /errors occurred.

In the event that the Agency refuses to reimburse the Franklin County Commission and/or ADECA LETS for the Identified errors in claims that has already been paid legal action maybe against the said Agency to address the situation. The said Agency will forfeit future funding opportunities in regards Traffic Safety Funds.

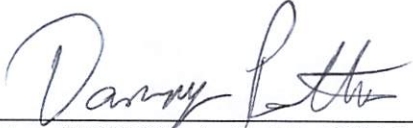
The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of FCC or NAHSO, but **shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents.** NAHSO assumes **no responsibility** the way or means by which the AGENCY performs its activities pursuant to this agreement. The AGENCY will also be deemed as an Independent Contractor in all aspects related to Federal/State Accounting programmatic annual audits.

Subject to the terms of the grant, NAHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for the actual traffic enforcement worked under an NAHSO grant project, provided the activity is documented in accordance

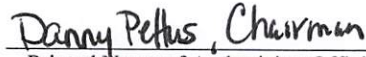
program requirements, as set forth by NAHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.

“Termination for Cause. If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately. NAHSO will immediately terminate this Agreement by giving verbal and written notice (email, etc.) to the Agency of such termination.

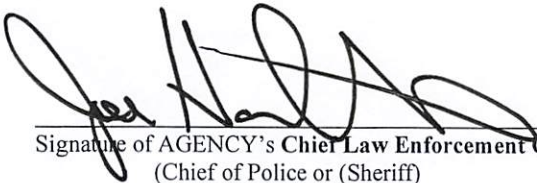
Signatures required:



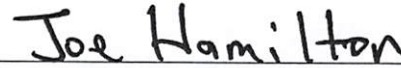
Signature of AGENCY's Authorizing Official
(Mayor/Comm. Chair) authorized to enter Agreement



Printed Name of Authorizing Official and Title
Mayor/Comm. Chair)



Signature of AGENCY's Chief Law Enforcement Official
(Chief of Police or (Sheriff)



Printed Name of Chief LE Official and Title
(Chief/Sheriff)



Signature of Region Director
North Central Alabama Highway Safety Office



Printed Name of Region Director

WRITTEN OVERTIME POLICY

NAHSO acknowledges that the following is the minimum allowable documentation of the Overtime Policy of the GOVERNING ENTITY and may not be the total policy of the GOVERNING ENTITY. However, this signed portion of the Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes.

TIME SHEETS;

All hourly employees are required to record their hours worked on a time sheet.

WORK WEEK:

The normal work week shall begin at 12:01am on Sunday and end at 12:00am on the ^{2 weeks} following Saturday.

HOURS OF WORK:

A normal shift consists of 12 continuous hours with 0 hour for lunch. The

Lunch hour shall be taken on **(paid / unpaid)** time. **(CHOOSE ONE)**

OVERTIME PAY BEGINS:

A. Overtime pay shall begin after _____ hours of continuous work for a given day.

B. Overtime pay shall begin after 84 hours of work for a given ^{2 weeks} ~~WORK WEEK~~.

PAID HOURS NOT WORKED:

Paid hours not worked shall consist of time off for vacation days, holidays, allowable sick Days, allowable personal days, bereavement days or other days as designated by the

GOVERNING ENTITY. Said paid hours **(shall / shall not)** **(CHOOSE ONE)** count as hours worked for

Purposes of "OVERTIME PAY BEGINS" above.

OVERTIME PAY RATE:

Overtime pay rate shall be at the rate of 1.5 times the regular hourly rate of the

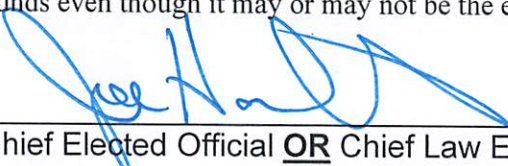
Employee or 1.5 times the regular hourly rate for Holidays worked as designated by the GOVERNING ENTITY.

In the event that this policy is needed to apply to personnel that are paid on a Salary basis rather than an Hourly basis, the following shall apply:

Payment for overtime hours worked on Traffic Safety Grants by Salaried Employees of the GOVERNING ENTITY shall be considered an exception to the normal Payroll Policies of the GOVERNING ENTITY and shall apply ONLY to overtime hours that are reimbursed by NAHSO for Traffic Safety Projects.

To determine the "hourly rate" for Salaried Employees, their annual salary shall be divided by 2080 for such determination. The "hourly rate" thus determined shall then be used on Form 1 for that Employee.

It is the understanding of the below signed Chief Elected Official that this signed Policy shall fulfill all requirements of NAHSO for a WRITTEN OVERTIME POLICY and will be relied upon for Agreement and audit purposes in so far as it concerns payment of overtime funds as provided by the Traffic Safety grants covered by the Agreement for Overtime Funds even though it may or may not be the entire Overtime Policy of the GOVERNING ENTITY.



Chief Elected Official OR Chief Law Enforcement Official

Date 10-23-25

DEPARTMENTAL POINT OF CONTACT WILL BE that will Handle This Grant will be:

NAME: Lt. Andy Corbett

Printed


Phone Number: (256) 710-5807

Email: acorbett@lauderdalecountyal.gov

DATES TO REMEMBER

GRANT	Funding Ends	Final Claim Due
STEP Grant	Friday, August 7, 2026	Friday, August 14, 2026
Imp Drive Grant	Friday, August 7, 2026	Friday, August 14, 2026

Participating Agency Risk Assessment Form

Agency Name:	Lauderdale Co. S.O.	
Date:		
Printed Name:	Lt. Andy Carlett	
Signature:	<i>Andy Carlett</i>	
		Respond by ✓
1. Has Agency participated in High Visibility Enforcement Campaigns within the last 2 years?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
2. Has the Agency's Coordinator and/or Financial staff been consistent for 2 or more years?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
3. Has the Agency Sheriff/Chief been in place for 2 or more years?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
4. Has the Agency had a lot of officer Turnover? If Yes, please describe below.		Yes <input type="radio"/> No <input checked="" type="radio"/> N/A <input type="radio"/>
5. Does Agency primarily use eCite?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
6. If no above, does Agency have a way to validate written warnings and/or citations?		Yes <input type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
7. Does Agency have a policy requiring calling dispatch for traffic stops?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
8. Does Agency have a policy on ride-a-longs during enforcement shifts?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
9. Does Agency have a policy on unmarked cars conducting High Visibility Enforcement?		Yes <input type="radio"/> No <input checked="" type="radio"/> N/A <input type="radio"/>
10. Will there be a separate review of staff shift paperwork?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
11. Does your Agency Write Citations as a Primary way of generating Revenue for the City/County/Your PD?		Yes <input type="radio"/> No <input checked="" type="radio"/> N/A <input type="radio"/>
12. Does the Agency have Draeger Operators?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
13. Does the Agency have policies in place to prevent extended overtime shifts (over 12 hours)?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
14. Does Agency cap overtime shifts worked on grant projects during a pay period?		Yes <input type="radio"/> No <input checked="" type="radio"/> N/A <input type="radio"/>
15. Does the agency have an Electronic Signature Policy?		Yes <input checked="" type="radio"/> No <input type="radio"/>
16. Does Agency have adequate dispatch resources?		Yes <input checked="" type="radio"/> No <input type="radio"/> N/A <input type="radio"/>
Response total: (THIS LINE TO BE COMPLETED BY NAHSO STAFF ONLY)		

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to enter into an agreement with PATH for the ADA Energy Savings to the EMA/911 facility.

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:



Brooke Slatton, County Administrator



Joe Hackworth, Commissioner

ENERGY EQUIPMENT INSTALLATION CONTRACT

This contract entered into on 20-Oct-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 102187-001. The parties have also entered into an Energy Savings Contract of even date here with (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 – 102195-001, by this reference, so that each and all of such provisions shall constitute a part of the Lauderdale County Commission Energy Savings Guarantee Contract – 102195-001.

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 and E (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 **\$1,500,000.00**.

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 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 

10/24/25

Lauderdale County Commission – Installation Contract – 102187-001

Page 1 of 28

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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
 - g. Exhibit G – This section has been intentionally omitted
 - h. Attachment 1 – Plumbing Upgrades

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
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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  Owner Initials _____

10/24/25

Lauderdale County Commission – Installation Contract – 102187-001

Page 3 of 28

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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 _____ Owner Initials AP

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 _____ Owner Initials 

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 

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 _____ Owner Initials 

- 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

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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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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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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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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 Exhibits 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 the negligence of its employees, agents, 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

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governmental administrative Owner to respond to any 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 MISSISSIPPI 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 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 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

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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 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,

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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 (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

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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.

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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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: _____
(Signature in Ink)

Name: _____

Title: _____

Date: _____

Schedules, Exhibits, Attachments

ESCO Initials _____ Owner Initials _____

Exhibit A – Scope of Work

HVAC Upgrades

1. Demolition

- a. Remove & dispose of (1) split system heat pump (1st floor 911).
- b. Remove & dispose of duct work feeding 5 offices (1st floor 911).
- c. The demolition scope excludes the removal of mechanical systems above the ceiling not required for the complete install of the proposed system.

2. Installation

- a. Provide & install (1) VRF Outdoor Units (1st floor 911).
- b. Provide & Install VRF (5) Indoor Units for offices (1st floor 911).
- 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.
- f. Provide & install (1) self-contained indoor heat pump for the IT room.
- g. Provide & install (1) split system heat pump single zone vav (1st floor 911).
- h. Provide & install duct work, VVT bypass, and zoning dampers for offices (2nd floor 911).
- i. Provide & install duct work for EOC (1st floor EOC)
- j. Provide & install duct work and zoning dampers for offices (2nd floor EOC).

Controls Upgrades

1. Demolition

- a. Remove & dispose of all existing HVAC controls equipment.

2. Installation

- a. Provide & install controls for single zone VAV (1st floor 911).
- b. Provide & Install controls for (5) Indoor VRF Units for offices (1st floor 911).
- c. Provide & install zone controls for offices (2nd floor 911).
- d. Provide & install controls for split system heat pump (1st floor EOC).
- e. Provide and install zone controls for VVT heat pump (2nd floor EOC) .
- f. Provide & install controls for self-contained indoor heat pump for the IT room.
- g. Provide & install front end control that matches system being used at County Courthouse.

LED Lighting Upgrades

High level scope as described below.

1. Interior LED Lighting (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC)

ESCO Initials _____ Owner Initials _____



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- a. Furnish and install new interior LED fixtures and LED lamps depending on the application.
- 2. Exclusions
 - a. Installation or integration of new lighting control systems (e.g., occupancy sensors, daylight harvesting, dimming systems) is excluded.
 - b. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded unless explicitly shown in plans.
 - c. Connection of lighting circuits to fire alarm panels, override systems, or integration with emergency communication systems is excluded.

Electrical System Upgrades

Provide all labor, equipment, and materials required for the installation of new fire alarm electrical services from existing electrical panels. This work shall comply with applicable codes and include all services necessary to furnish and install a complete and operational system.

- 1. Installation
 - a. Furnish and install new electrical services to (3) 911 console pods
(2) Pods contain (4) dispatch stations.
(1) Pod contains (6) dispatch stations.
 - b. Furnish and install new electrical services to (12) circuits in the IT room (911 1st floor).
 - c. Furnish and install new electrical services to (4) circuits breakroom (911 1st floor)
 - d. Move current electrical circuits from middle of open room to exterior walls (1st floor EOC & 2nd Floor EOC.
- 2. Exclusions
 - b. Emergency Power generator and transfer switch

Plumbing Upgrades

Provide all labor, materials, and equipment necessary provide (4) new bathroom and (2) new showers. New bathroom location and showers are shown in Exhibit G. This work shall comply with applicable codes and include all services necessary.

- 1. Installation
 - a. Provide and install new plumbing rough ins, toilets, and shower stalls.
 - b. Reconnect all required drains.
 - c. Connect all required hot and cold water supplies.
- 2. Exclusions
 - a. All wall studs, wall covering, wall finishes, stalls, railing, and flooring.

ESCO Initials _____ Owner Initials JP

Ceiling Upgrades

Provide all labor, materials, and equipment necessary for new ceiling grid and tile (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC).

1. Installation
 - a. Provide and install new drop ceiling grid.
 - b. Provide and install new ceiling tile.

ADA Wheelchair Lift

Provide all labor, materials, and equipment necessary for (2) ADA wheelchair lifts.

1. Installation
 - a. Provide and install (1) wheelchair lift in 911 building.
 - b. Provide and install (1) wheelchair lift in EMA building.

General Exclusion

The county has agreed to self-perform certain work and will be excluded from the project. The exclusion are listed below.

1. New wall construction
 - a. Includes insulation, sheetrock, paint, finishes, and elevators.
2. Flooring
 - a. Includes all flooring (1st floor 911, 2nd floor 911, 1st floor EOC, & 2nd floor EOC).
3. Radio and IT Equipment
 - a. Provide and install all radios, communication, and IT equipment.
4. Backup Power
 - a. Includes generator, transfer switch, wiring, and installation.
5. Security
 - a. Includes fencing, window film, gates, and electronic access control.
6. Roofing
 - a. Includes all roofing materials and installation.

ESCO Initials _____ Owner Initials 

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 102187-001 dated _____ 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 in Ink)

Name: _____

Title: _____

Date: _____

OWNER:

By: _____

(Signature in Ink)

Name: Danny Pettus

Title: Chairman

Date: 10/27/25

ESCO Initials _____ Owner Initials _____



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 102187-001 dated _____ 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: 10/27/25

ESCO Initials _____ 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 102187-001 dated _____ 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: 10/27/25

ESCO Initials _____ 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 {{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 _____ Owner Initials _____



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Lauderdale County Commission – Installation Contract – 102187-001

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Exhibit F – IRS 179D Authorization Letter

20-Oct-2025

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

RE: Lauderdale County Commission 102187-001

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 _____ Owner Initials _____



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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

Date

Signature of Designer

Date

ESCO Initials _____ Owner Initials _____



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Exhibit G

-- This section has been intentionally omitted --

ESCO Initials _____ Owner Initials 

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STATE OF ALABAMA §

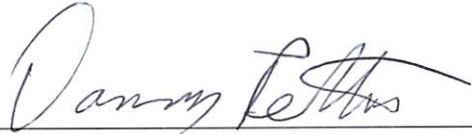
COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to enter into an agreement with Terrell Technical Services, INC for the air testing at the courthouse.

Done this the 27th day of October, 2025.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Brad Black, Commissioner



Roger Garner, Commissioner



Todd Nix, Commissioner

ATTEST:


Brooke Slatton, County Administrator
Joe Hackworth, Commissioner

October 22, 2025

Lauderdale County Commission
Attn: Mr. Ricky Pettus
PO Box 1059
Florence, Alabama 35631

Re: Asbestos Abatement Project Oversight and Air Monitoring for the
Lauderdale County Courthouse HVAC Renovation Project Located at 200
South Court Street in Florence, Alabama (TTSI Proposal # P25198)

Mr. Pettus,

Terrell Technical Services, Inc. (TTSI) is an environmental, health, and safety consulting firm specializing in air quality related services. Our primary service lines include industrial hygiene and indoor air quality monitoring / consulting. As part of our IH / OSHA compliance monitoring services, we provide asbestos and lead abatement project management and/or on-site project monitoring. TTSI employs eight (8) full time NIOSH – 582 trained Environmental Specialists for Sampling and Evaluating Airborne Asbestos Dust. TTSI also employs sixteen (16) full time EPA accredited Asbestos Inspectors. All asbestos related projects are reviewed by a Board of Global EHS Credentialing Certified Industrial Hygienists (CIH's).

Standard Asbestos Air Monitoring

Asbestos air monitoring includes work site background sampling, work in progress area and OSHA compliance (personnel) sampling, and final clearance sampling. Where facilities allow, asbestos samples are analyzed on-site by our trained technicians, resulting in a timely clearance of abatement containments following the completion of work activities.


This includes on-site PCM asbestos air sample collection and analysis by NIOSH Method 7400 with all required QA/QC duplicates, blanks, and reference sample analysis. TTSI estimates the collection of 12 during (work in progress) air samples that will include inside work area, outside work area, and personnel samples; and 5 post-abatement (clearance) samples per containment. All samples will be analyzed onsite.

- \$650 Per containment per day Weekday Rate (up to a 10-hour work shift, travel time to and from the site will be included, and includes up to 12 PCM samples. Additional PCM samples will be charged at a rate of \$25 each).
- \$750 Per containment per day Night / Weekend Rate (up to a 10-hour work shift, travel time to and from the site will be included, and includes up to 12 PCM samples. Additional PCM samples will be charged at a rate of \$25 each).
- \$90 / Hour for overtime (over 10-hour shift)
- Mileage will be billed at a rate of \$0.67 per mile.

Please note that TTSI is a full service environmental, health, and safety consulting firm. Our staff includes qualified environmental professionals with diverse experience, education, and qualification backgrounds, giving us the ability to provide you assistance with almost any environmental, health, or safety related project.

Terrell Technical Services, Inc. appreciates the opportunity to provide you this price quote. We look forward to providing these consulting services for the Lauderdale County Commission. If you have any questions, please feel free to contact me at (256) 461-9278.

Sincerely,



Elliott Terrell, CEICI, CIEC
 Senior Project Manager
 EPA Accredited Asbestos Inspector / Management Planner APL0121658024
 EPA Licensed Lead Inspector / Risk Assessor LRA0820658024

TERRELL TECHNICAL SERVICES, INC.
PROPOSAL ACCEPTANCE FORM

PROPOSAL NO: P25198

By signing below, the person authorizes to execute contracts, acknowledges acceptance of the proposed scope of work and conditions stated in Proposal P25198, dated October 22, 2025, and agrees to pay the proposed fee with 30 days of receipt of invoice.

Client = Party that Authorizes TTSI to Provide the Proposed Services

Client: Lauderdale County Courthouse

Address: 200 South Court Street Florence, AL 35630

Executed By: Danny Pettus, Lauderdale County Commission Chairman

Signature: 

Time: _____

Date: 10/27/2025

Invoice To (if different from client above):

Firm: Lauderdale County Commission

Address: 102 S Court St
Florence, AL 35630

Contact Name & Title: Brooke Slatton, Administrator

Contact Phone: 205-760-5750

Contact Email: bslatton@lauderdalecountyal.gov