

STATE OF ALABAMA §
LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Courthouse in the City of Florence, Alabama, at 5:00 p.m. on the 25th day of November, 2019. The meeting was called to order by the Chairman of the Lauderdale County Commission, Danny Pettus. Upon roll call, the following members answered present:

- | | |
|------------------------|--------------------------|
| Danny Pettus | Chairman |
| Brad Holmes | Commissioner, District 1 |
| Fay Parker | Commissioner, District 2 |
| Joe Hackworth | Commissioner, District 2 |
| Those who were absent: | |
| Roger Garner | Commissioner, District 1 |
| Christopher A. Smith | County Attorney |

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

The invocation and Pledge of Allegiance were delivered by Commissioner Parker.

Awards and Presentations:

The Association of County Commissions of Alabama and the Lauderdale County Commission recognized Alabama Senator, Dr. Tim Melson, for his diligence and legislative efforts for the State of Alabama. Dr. Melson has worked to amend the County Debt Set-Off Program, Act 2019-184, protecting rural healthcare providers and to update the Simplified Sellers Use Tax Program, Act 2019-382, protecting the interests of online sellers. The Lauderdale County Commission presented Dr. Melson with a plaque from the Association of County Commissions of Alabama.

Public Comments on Agenda items: None

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

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

Commissioner Parker moved, seconded by Commissioner Holmes to approve a resolution of support for the Rebuild Alabama Act Annual Grant Program application in the amount of two hundred twenty thousand dollars. The funds would be used to re-stripe approximately forty miles of various County roads that would help ensure the safety of the citizens of Lauderdale County,

especially in areas where low light and rain conditions are a concern. This would allow a very worthwhile project to be completed with these particular funds. Commissioner Parker complimented the Lauderdale County Road Department Engineer, Eric Hill, for the great job currently being done with our roads and stated that the striping and reflectors on our paved county roads definitely helps to keep our citizens safe. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and support of grant application are herein approved and made part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a resolution to resubmit an updated five-year plan to continue the FEMA Hazard Mitigation Assistance Program. Lauderdale County EMA Director, George Grabryan, is authorized to enter into a contract with Farmer-Morgan for planning services for the 2020/2025 Florence-Lauderdale Multi-Hazard Mitigation Plan at a fee of fifty-two thousand dollars. Any necessary budget amendment is herein approved. There being no discussion and upon a vote taken, motion unanimously approved. Resolution and FEMA Hazard Mitigation Plan are herein approved and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Parker to approve a resolution to authorize the Lauderdale County Commission to enter into a cooperative agreement with the Northwest Alabama RC&D Council to implement a project entitled Shoals Creek Markers & Cloud Based Resource Management System. This project will be used for the water safety of the citizens of Lauderdale County in providing location markers on local waterways. The agreement outlines the details and responsibilities of both parties in this partnership. Any necessary budget amendment for this project is herein approved. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and agreement are herein approved and made part of these minutes.

Commissioner Holmes moved, seconded by Commissioner Hackworth to approve a resolution to authorize the Lauderdale County Commission and Lauderdale County Probate Judge, Will Motlow, to enter into a cooperative participation agreement with the Alabama Secretary of State. This participation agreement outlines the responsibilities of each party in implementing a new online electronic filing capability which will expedite the recordation of statutorily required filing activities of business and non-profit entities. Commissioner Holmes confirmed that this would streamline processes already in place by allowing online capability to complete filing requirements. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution and agreement are herein approved and made part of these minutes.

In compliance with bid laws of the State of Alabama, sealed bids were advertised for Bid No. 2020-4 "Resurfacing Various Lauderdale County Roads". Bids were received and publicly read aloud on November 20th, 2019. Chairman Pettus asked Lauderdale County Road Department Engineer, Eric Hill, for his recommendation. Mr. Hill stated that two bids were received from Rogers Group and Midsouth Paving, both of Tuscumbia, Alabama. He recommends the low bidder, Rogers Group. Commissioner Hackworth moved to accept the bid and Commissioner Holmes seconded. There being no further discussion and upon a vote taken, motion unanimously approved. Bid is awarded to Rogers Group of Tuscumbia, Alabama. Bid tabulation sheet is recorded and made part of these minutes.

In compliance with bid laws of the State of Alabama, sealed bids were advertised for Bid No. 2020-5 "Striping Various Lauderdale County Roads". Bids were received and publicly read aloud on November 20th, 2019. Chairman Pettus asked Lauderdale County Road Department Engineer, Eric Hill, for his recommendation. Mr. Hill stated that the only bid was received from Ozark Striping of Ozark, Alabama. He recommends them for the job as we have used them before and were pleased with their performance. Commissioner Holmes asked Mr. Hill how their current prices compare to last year and Mr. Hill said they were just a little more, as expected.

Commissioner Holmes moved to accept the bid and Commissioner Parker seconded. There being no further discussion and upon a vote taken, motion unanimously approved. Bid is awarded to Ozark Striping of Ozark, Alabama. Bid tabulation sheet is recorded and made part of these minutes.

In compliance with bid laws of the State of Alabama, sealed bids were advertised for Bid No. 2020-6 "Concrete Roadway Pipe". Bids were received and publicly read aloud on November 20th, 2019. Chairman Pettus asked Lauderdale County Road Department Engineer, Eric Hill, for his recommendation. Mr. Hill stated that two bids were received from Foley Products Company, of Cullman, Alabama, and Harvey Culvert Company, of Cleveland, Alabama. He recommends the low bidder, Foley Products Company. Commissioner Holmes asked Mr. Hill if there were no local bidders for this job and Mr. Hill affirmed there were none. Commissioner Parker moved to accept the bid and Commissioner Holmes seconded. There being no further discussion and upon a vote taken, motion unanimously approved. Bid is awarded to Foley Products Company of Cullman, Alabama. Bid tabulation sheet is recorded and made part of these minutes.

The invoiced bills were audited, allowed, and ordered to be paid upon a motion by Commissioner Parker and seconded by Commissioner Holmes. Commissioner Parker stated that all Commissioners are given an expenditure listing prior to each meeting in order to review prior to approving. Commissioner Hackworth asked Lauderdale County Road Department Engineer, Eric Hill, to describe the road grater purchase and Mr. Hill responded that there is minimal cost involved once a road grater is sold and a new one purchased since they hold their market value with a short turnaround. Mr. Hill further stated that it is productive to keep a new one in excellent working order as there is limited down-time with a reliable machine. Commissioner Hackworth also asked Mr. Hill how many miles of dirt road there are left in Lauderdale County to which Mr. Hill responded that there are about 100 miles of unpaved road remaining in the County. There being no further discussion and upon a vote taken, motion unanimously approved.

CHECKS ISSUED NOVEMBER 12, 2019 THROUGH NOVEMBER 24, 2019

GENERAL-SPECIAL CHECK #55573-55621	\$546,191.68
AGRI-BUSINESS FUND CHECK #3774-3777	\$14,987.47
LEPA FUND CHECK #8288-8295	\$5,788.50
GASOLINE TAX FUND CHECK #17271-17287 (VOID #17272)	\$339,380.79
PUBLIC BLDG., R & B SPECIAL CHECK #N/A	\$0.00
PUBLIC HIGHWAY & TRAFFIC FUND CHECK #N/A	\$0.00
AL. TRUST CAPITAL IMPROVEMENT FUND CHECK #N/A	\$0.00
RRR GASOLINE TAX FUND CHECK #686	\$42,811.40
REAPPRAISAL FUND CHECK #11699-11708	\$37,746.38

REAPPRAISAL MONEY MARKET CHECK #579	\$100,000.00
TOURISM, REC. & CONVENTION FUND CHECK #526-528	\$709.30
RSVP FUND CHECK #17412-17420	\$4,171.83
CHILD PROTECTION FUND CHECK #1235	\$2,152.33
SERIES 2001 DEBT SERVICE FUND CHECK #N/A	\$0.00
CDBG FUND CHECK #378	\$823.69
SOLID WASTE FUND CHECK #7814-7832	\$766,902.94
ACCOUNT PAYABLE FUND CHECK #42197-42239	\$450,277.39
FIRE PROTECTION FEE FUND CHECK #4592-4605	\$219,695.98
INDUSTRIAL DEVELOPMENT TAX FUND CHECK #N/A	\$0.00
TOBACCO TAX FUND CHECK #N/A	\$0.00
TVA TAX FUND CHECK #5840-5865	\$864,165.66
TOTAL:	\$3,395,805.34

Scheduled Public Hearings: None

Staff Reports: None

Public Comment Period:

Anthony Passarella
Plantation Springs
Florence, Alabama

Mr. Passarella wanted to commend the Lauderdale County Road Department for their quick response to recent requests to fill potholes from County Road 61 to Cloverdale Road. He also wanted to make the Commission aware of another issue regarding unevenness where County Road 30 meets St. Michaels Church parking lot in St. Florian. As a result of the unevenness, some parishioners are incurring physical vehicle damage. Mr. Passarella said that any attention given to this situation would be much appreciated

and he would be glad to assist with any relaying of information between St. Michael's Church and the County.

Lauderdale County Sheriff
Rick Singleton

Sheriff Singleton announced that January 24th, 2020, marks the 200th Anniversary of the first Sheriff appointed to Lauderdale County. He extended an invitation to everyone for a celebration of this milestone to be held at Memorial Grove in Florence and will include a memorial dedication to the three Lauderdale County Deputies who have lost their lives in the line of duty since the inception of the Lauderdale County Sheriff's Department. There will also be an open house held January 12th, 2020, in the Sheriff's office at the Courthouse and everyone is invited to attend.

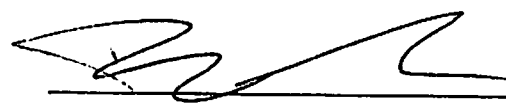
There being no further business to come before the Commission and upon a motion made by Commissioner Holmes and seconded by Commissioner Parker, the meeting was duly adjourned until the next regular meeting subject to call.

LAUDERDALE COUNTY COMMISSION

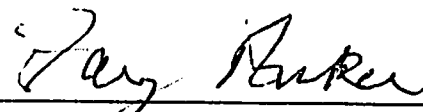


Danny Pettus, Chairman

(ABSENT)
Roger Garner, Commissioner



Brad Holmes, Commissioner

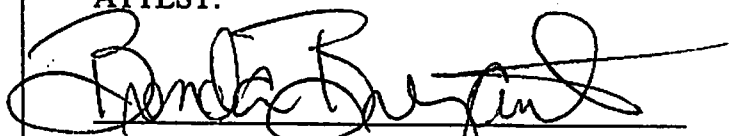


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
November 25th, 2019

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE – Commissioner Parker
4. AWARDS AND PRESENTATIONS- Senator Tim Melson
- 4(a) PUBLIC COMMENTS ON AGENDA ITEMS

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

B. REGULAR BUSINESS

1. Review and Motion to Consider Agenda Items
2. Approve minutes of last meeting
3. Resolution—Rebuild Alabama Grant
4. Resolution— Hazard Mitigation Plan Update
5. Resolution—R C & D Cooperative Agreement
6. Resolution—Online Filing Probate Office
7. BID NO.2020-4 “Resurfacing Various Lauderdale County Roads”
8. BID NO. 2020-5 “Striping Various Lauderdale County Roads”
9. BID NO 2020-6 “Concrete Roadway Pipe”
10. Audit and Approve Bills

C. SCHEDULED PUBLIC HEARINGS—none

D. STAFF REPORTS

E. PUBLIC COMMENT PERIOD

Rules of Procedure there is a three-minute time limit per person

F. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

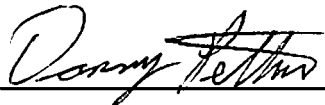
WHEREAS, the Association of County Commission of Alabama and the Lauderdale County Commission would like to recognize Alabama Senator, Dr. Tim Melson, for his diligence and legislative efforts for the State of Alabama; and

WHEREAS, Senator Melson has worked to amend the County Debt Set-Off Program, Act 2019-184, protecting rural healthcare providers and to update the Simplified Sellers Use Tax Program, Act 2019-382, protecting interests of online sellers; and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission, as a body and as individuals, are proud to honor Senator Tim Melson along with the Association of County Commissions of Alabama.

Done this the 25th day of November, 2019.

LAUDERDALE COUNTY COMMISSION

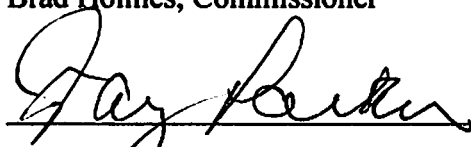


Danny Pettus, Chairman

(ABSENT)
Roger Garner, Commissioner

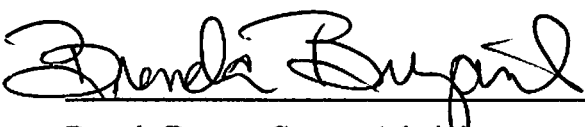


Brad Holmes, Commissioner

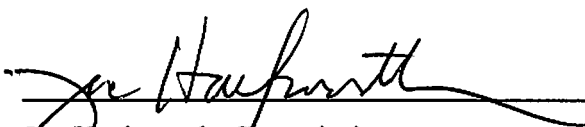


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission has decided to apply for the Rebuild Alabama Act Annual Grant Program in the amount of two hundred twenty thousand dollars; and

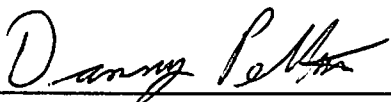
WHEREAS, after careful consideration and the importance of road safety, the Lauderdale County Commission has determined that re-striping forty miles of various county roads would be the best use of these funds. Re-striping these roads will ensure the safety of motorists in Lauderdale County, especially during low light and rain conditions. This endeavor would allow an entire project to be completed with this appropriation of funds; and

WHEREAS, once the project of striping is complete, signs can be posted in the improved areas indicating the partnership between Lauderdale County and the Alabama Department of Transportation to help relay to the citizens how this grant money is being used and benefitting Lauderdale County.

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the use of the Rebuild Alabama Grant funds, once awarded, for this purpose.

Done this the 25th day of November, 2019.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

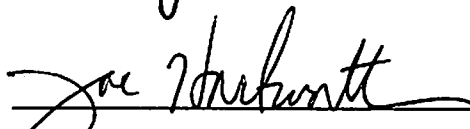
(ABSENT)
Roger Garner, Commissioner



Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

Danny Pettus
CHAIRMAN

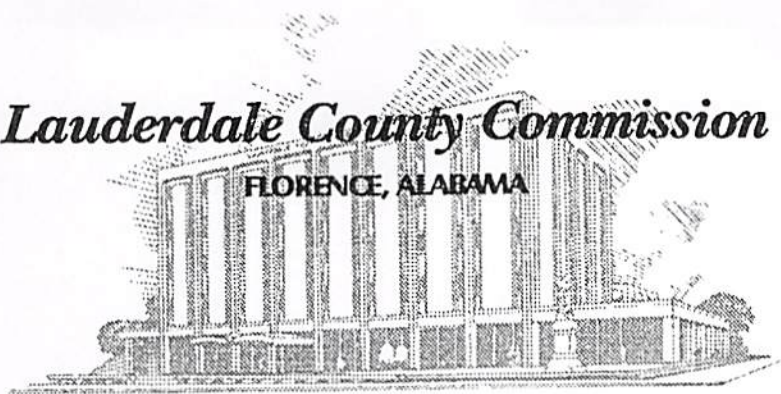
Brenda Bryant
ADMINISTRATOR

Eric Hill
ENGINEER

Christopher A. Smith
ATTORNEY

Lauderdale County Commission

FLORENCE, ALABAMA



MEMBERS

Brad Holmes
DISTRICT 1

Roger Garner
DISTRICT 1

Joe Hackworth
DISTRICT 2

Fay Parker
DISTRICT 2

November 25, 2019

Mr. D.E. (Ed) Phillips, Jr., P.E.
Local Transportation Bureau Chief
Alabama Department of Transportation
1409 Coliseum Boulevard
Room 110
Montgomery, AL 36110

COPY

RE: FY 2020 RAA Annual Grant Program
Lauderdale County

Dear Sir:

Please consider this as our application for the FY 2020 Rebuild Alabama Act Annual Grant.

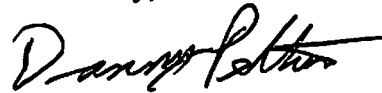
- A. Sponsor Entity: Lauderdale County Commission
Official: Danny Pettus
Title: Chairman
Address: P.O. Box 1059, Florence, AL 35631
Phone: 256-760-5750
Email: bbryant@lauderdalecountyal.gov

Project Manager: Eric Hill
Title: County Engineer
Address: P.O. Box 1059, Florence, AL 35631
Phone: 256-760-5880
Email: ehill@lauderdalecountyal.gov

- B. Lauderdale County would like to utilize funds from the RAA Annual Grant Program to restripe approximately 44 roadway miles. Restriping these roads would greatly increase the visibility on these corridors. The roads to be striped have been strategically chosen as they will not be resurfaced in the near future, therefore the safety effects of this striping will last into the future. Each road to be striped under this grant would be signed with "Rebuild Alabama" signs to show the traveling public that we are utilizing Rebuild Alabama monies and using it efficiently.

- C. **Lauderdale County utilizes an efficient system of striping roads that maximizes safety while minimizing costs. We prefer using a thin-lay thermoplastic centerline stripe (0.06") and a traditional white paint edge stripe. We will be using our annual in-place striping bid at a maximum cost of \$5,000 per road mile, which will bring the total project cost to \$220,000.**
- D. **As this is a striping project and we will be using our in-place striping bid, we anticipate nothing that would adversely impact the project's progression.**
- E. **The life expectancy of this project will be seven years. Lauderdale County will be responsible for the maintenance of the completed project using County funds.**
- F. **N/A**
- G. **Attachments: County Commission Resolution
Map**

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Pettus", written in a cursive style.

Danny Pettus
Chairman
Lauderdale County Commission

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

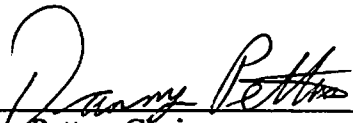
WHEREAS, Lauderdale County Emergency Management Agency must update and resubmit every five years a Local Mitigation Plan to continue eligibility for FEMA hazard mitigation assistance programs; and

WHEREAS, Plan updates must demonstrate that progress has been made in the past five years for Local Mitigation Plans to fulfill commitments.

NOW THEREFORE BE IT RESOLVED by the Lauderdale County Commission to enter into a contract with Farmer-Morgan to be executed by EMA Director, George Grabryan, for planning services for the 2020/2025 Florence-Lauderdale Multi-Hazard Mitigation Plan at a fee of fifty-two thousand dollars and any necessary budget amendment is herein approved.

Done this the 25th day of November, 2019.

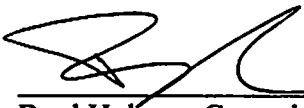
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

(ABSENT)

Roger Garner, Commissioner

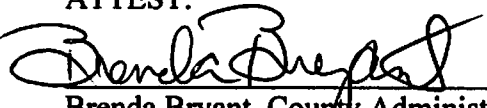


Brad Holmes, Commissioner

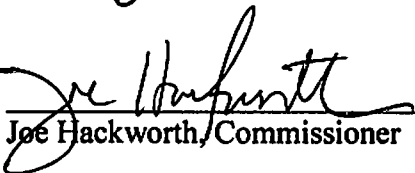


Fay Parker, Commissioner

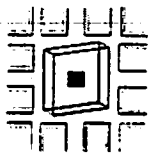
ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



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Date: 11.18.2019

Mr. George Grabryan

E.M.A. Director

Lauderdale County

110 West College Street, RM B-25

Florence, Alabama 35630

RECEIVED

NOV 19 2019

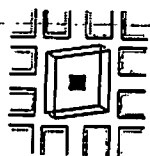
**LAUDERDALE COUNTY
COMMISSION**

Reference: Lauderdale County Hazard Mitigation Plan, Update

Dear Mr. Grabryan:

Farmer | Morgan is pleased to have the opportunity to propose planning services for the 2020/2025 Florence - Lauderdale Multi-Hazard Mitigation Plan Update. Local mitigation plans must be updated and resubmitted every five (5) years in order to continue eligibility for FEMA hazard mitigation assistance programs. "Plan updates must demonstrate that progress has been made in the past 5 years for Local Mitigation Plans to fulfill commitments outlined in the previously approved plan. This involves a comprehensive review and update of each section of the Local Mitigation Plan and a discussion of the results of evaluation and monitoring activities detailed in the Plan Maintenance section of the previously approved plan." "A plan update is not an annex to the previously approved plan; it stands on its own as a complete and current plan."

Our proposal contains policy committee, local government and citizen involvement that assist in developing a 5 year plan requiring minimal to no updates during the implementation period. The Florence-Lauderdale Multi-Hazard Mitigation Plan focuses on a framework that centers on a community wide dialogue to identify known hazards, create awareness in mitigating dangers to life and property as well as developing local mitigation strategies specific to the neighborhood, community and county. The Florence - Lauderdale Multi-Hazard Mitigation Plan contains nine (9) major sections which are Acknowledgments,



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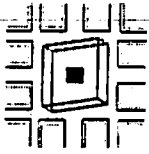
Introduction & Executive Summary, Document Prerequisites, Jurisdictional Context, Planning Process, Risk Assessment, Mitigation Strategies, Plan Maintenance, and Appendices.

Each of the aforementioned nine sections is discussed in greater detail in the Scope of Services Section.

PROJECT Methodology:

Farmer | Morgan is founded on providing clients with unique planning concepts that speak to the client's goals in developing data-supported, community involved and strategically achievable multi-hazard mitigation plans. Our methodology will produce the requested work through the following meetings:

- Policy Committee Meetings
 - 1) Policy Committee introduction meeting and Policy Committee Exercise on mitigation action group types; Priority of Hazard Mitigation Issues Form
 - 2) Policy Committee meeting; Policy Committee Critical Facilities Form, Mitigation Project Recommendations Form
 - 3) Policy Committee review of draft document prior to sending to AL-EMA
- Citizen / Stakeholder Meetings (all public advertising of meetings is a reimbursable expense)
 - 1) Initial project introduction meeting in three local jurisdictions across county
 - a. Rogersville Town Hall / Rogersville Senior Center
 - b. Waterloo Town Hall / Senior Center
 - c. City of Florence, Florence Municipal Auditorium
 - 2) On Site Mitigation Strategies follow up with local jurisdiction leadership
 - a. Town of Waterloo
 - b. Town of Killen
 - c. City of Florence
 - d. Town of Lexington
 - e. Town of Killen
 - f. Town of Anderson
 - g. Town of Rogersville



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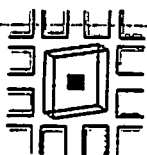
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- 3) Citizen / Stakeholder Draft Plan distribution for citizen participants and stakeholders. Copies of draft plan distributed to each participating jurisdiction within Lauderdale County for comment and revision.
 - a. Town of Waterloo
 - b. Town of Killen
 - c. City of Florence
 - d. Town of Lexington
 - e. Town of Killen
 - f. Town of Anderson
 - g. Town of Rogersville

SCOPE OF SERVICES:

Farmer | Morgan has evaluated the need for an update to the Florence-Lauderdale Hazard Mitigation Plan. We understand the plans to include the following components:

- 3 primary policy committee meetings (coordinated with the Lauderdale EMA)
- 3 citizen & stakeholder involvement and outreach meetings
- It is understood that the City of Florence will be providing GIS exported Adobe Illustrator files for required maps upon request by Farmer | Morgan.
- Final document generated in the existing 11 x 17 format with the following sections being required by FEMA, AL-EMA for approval.
 - i. Acknowledgements
 - ii. Introduction
 - a. Purpose of this plan
 - b. Planning Process
 - c. Grant Assistance Eligibility
 - d. 2020 Mitigation Plan Update
 - e. Executive Summary
 - f. Planning Study Area
 - g. Modifications to Plan Update 2020 to 2025



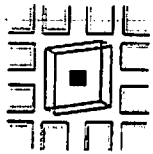
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- iii. Document Prerequisites
 - a. Jurisdictional Adoption for Grant Eligibility
 - b. Multi-Jurisdictional Planning Participation
 - c. Multi-Jurisdictional Plan Adoption
- iv. Jurisdictional Context
 - a. Narrative Description of Jurisdictions
 - b. Climate
 - c. Economic Data
 - d. Transportation
 - e. Demographic Data
 - f. Communications
 - g. Utilities
- v. Planning Process
 - a. Documentation of Planning Process
 - b. Opportunities for Public Comment
 - c. Opportunities for Stakeholder Involvement
 - d. Public Policy Committee Participation
 - e. Precedent & Plan Study Integration
 - f. Plan Preparation
 - g. Implementation Period Public Involvement
- vi. Risk Assessment
 - a. Identification of Jurisdictional Hazards
 - b. Hazard Description & Hazard Profiles
 - c. Assessing vulnerability Overview
 - d. Addressing Repetitive Loss Properties
 - e. Identifying Structures
 - f. Estimating Potential Losses
 - g. Analyzing Development Trends
- vii. Mitigation Strategies
 - a. Local Hazard Mitigation Goals



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- b. Identification & Analysis of Mitigation Actions
- c. NFIP Implementation Strategy
- d. Mitigation Action Implementation

viii. Plan Maintenance

- a. Plan Monitoring & Implementation
- b. Active Planning & Mitigation Incorporation
- c. Multi-Jurisdictional Public Involvement

ix. Appendices

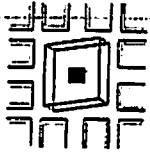
- a. Participating Jurisdiction Adoption Resolutions
- b. Policy Committee Documentation
- c. Citizen/Stakeholder Public Meeting Documentation

It is understood by Farmer | Morgan that the deliverables for the project include preliminary and final documents with text, illustrations and mapping that address the scope of services, and one digital copy and one hard copy of the final document. There is to be one proofing and review of the final Multi-Hazard Mitigation Plan. Printing of the draft and final copies of all documents are a reimbursable expense.

PROJECT SCHEDULE:

The project schedule for Florence-Lauderdale Multi-Hazard Mitigation Plan is to initiate contract in November of 2019. The initial planning work for scheduling will begin in November of 2019. The completion of work for the Multi-Hazard Mitigation Plan is to take place over an eight-month period from November through June of 2020. Final payment is to be requested in July of 2020 upon approval by AL-EMA of the submitted plan.

The planning documents to be undertaken will be completed in draft form by March 15, 2020. The final public comment period will be held in March/April of 2019. Submission of the draft document to AL-EMA will occur in April/May of 2019. The review period for the draft document by the Lauderdale County EMA prior to the public comment period will be two weeks. The revisions will be made and the draft document delivered to the Lauderdale EMA within two weeks of receipt of the revisions. The draft document will be delivered within



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5 months of the November 2019 date. Discussions and clarifications for initiating work are to take place at the signing of the contract.

Proposed Schedule:

- o November 2019: Formal schedule developed
- o December/January 2019/2020: Hosting of Policy Meetings; Establishment and announcing citizen meetings
- o January/February 2020: Hosting of Citizen / Stakeholder Meetings; Policy Committee 2nd meeting
- o February/March 2020: Draft document produced and Policy Committee review meeting
- o March 2020: Final public comment period and revisions
- o April 2020: Submit final document to AL-EMA for review and approval
- o June/July 2020: Lauderdale County EMA pursues and receives approval resolutions from each local jurisdiction. Scanned copy of resolutions sent to be placed in final document by Farmer | Morgan.
- o July 2020: Final pdf document delivered.

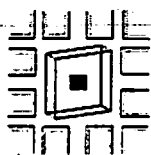
Compensation:

Based on the scope of services described above, the cost to perform the Florence - Lauderdale Multi-Hazard Mitigation Plan will be a fee of \$52,000.00. The project is to begin with scheduling in November with analysis work starting in November 2019 and closeout in June 2020 with final payment request in July 2020. The data and planning documents produced and provided to the Lauderdale County EMA will remain property of Farmer | Morgan and Lauderdale County and may be used by each at their discretion.

This fee is to be broken down in the following manner:

Retainer: 25% = \$13,000.00 (November, due at signing of contract)

Monthly Invoice: 3 payment requests at \$13,000.00 per month (February 2020, April 2020, July 2020)



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Additional Services:

Services not outlined and clarified in the scope of services section may be completed upon request and approval received in writing. These services are undertaken at an hourly rate of \$145.00 per hour and may include but are not limited to additional project meetings and project development services to assist in implementation of the Multi-Hazard Mitigation Plan.

AUTHORIZATION:

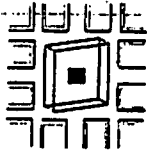
The Agreement for Services, form is attached and is incorporated as a part of this proposal. Please indicate your acceptance of the proposal by signing the form and returning it to our office. We will then proceed with development of the initial project work. If this proposal is transmitted to you via email and if you choose to accept this proposal by email, your reply email acceptance will serve as your representation to Farmer | Morgan that you have reviewed the proposal and the associated Agreement Services and hereby accept both as written.

CLOSING REMARKS:

Farmer | Morgan appreciates your interest in allowing our firm to provide services for the Lauderdale County Hazard Mitigation Plan Update 2020/2025. If you have any questions after reviewing this proposal, please do not hesitate to contact us at your convenience.

Sincerely,

Benjamin Farmer, AICP, ASLA
Principal-Managing Partner
Farmer | Morgan, L.L.C.



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Date: November 18, 2019	
Client Name: Lauderdale County, Alabama	Consultant Name: Farmer Morgan, L.L.C.
Address: 110 West College Street, RM, B-25 City: Florence State: Alabama Zip Code: 35630	Address: Post Office Box 626 615 Clinton Avenue West City: Huntsville State: Alabama Zip Code: 35804
Telephone: 256-760-6363 Fax Number: 256-766-0529 Email Address: ggrabryan@florenceal.org	Telephone: 334-444-2893 Fax Number: 615-761-9008 Email Address: bfarmer@farmermorgan.com

Project Name: Lauderdale County Hazard Mitigation Plan Update

Project Location: Lauderdale County, Alabama

City, State, Zip Code: Florence, Alabama 35630

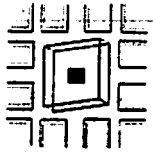
Services To Be Rendered: Drafting of the Lauderdale County Hazard Mitigation Plan Update

Proposal Number: N/A

Dated: November 18, 2019

This Agreement For Services is incorporated into the above Proposal.

Client desires to contract with Consultant for the Services to be Rendered (Services) on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.



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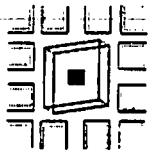
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THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

1. **ACCEPTANCE:** Client hereby accepts this offer by Consultants to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services authorized by Client shall be governed by the terms of this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledge that Client will execute this Agreement, forthwith. Client may accept this Agreement for Services through the use of Client's Purchase Order, however all preprinted terms and conditions on Client's purchase order are inapplicable and the terms of this Agreement shall govern. Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 p.m. Central Standard Time, fifteen (15) days from the date of issue.
2. **CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED," and any modifications, extensions, and additions to the "Services to be Rendered" that Consultant has performed or may perform for Client.
3. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the location providing the Services shall control. Fee schedule for this project is shown on page 6 of this document. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 15 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties (unless stipulated in the



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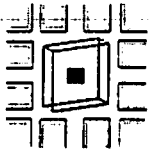
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Services To Be Rendered section), approval of governments or regulatory agencies, or Client's successful completion of the Project.

Consultant shall be paid in full for all Services rendered under this Agreement, including any additional Services authorized by Client in Writing. However, if Client objects to all or any portion of any invoice, Client shall so notify Consultant in writing of the objection within fifteen (15) days from the date of invoice, give reasons for the objection, and pay the portion of the invoice not subject to Client's objection. Client and Consultant will informally discuss Client's objections to the invoice and attempt to reach a resolution mutually acceptable to Client and Consultant. If Client or Consultant determines that an informal resolution is not possible, then that party shall so state in writing to the other party and initiate a final resolution pursuant to the Dispute Resolution provisions of this Agreement for Services. If the Client does not object in writing to all or a portion of the invoice within fifteen (15) calendar days from date of invoice, then the full amount of the invoice is due and payable and all objections are waived.

Without incurring any liability to the Client, Consultant may either suspend or terminate this Agreement if Client fails to pay any undisputed invoice amounts within 60 calendar days of the invoice date, or if Client states its intention not to pay forthcoming invoices. Such suspension or termination will not waive any other claim Consultant may have against Client. Following such suspension or termination, Consultant may resume work by mutual agreement with Client after payment by Client of all outstanding invoiced amounts and collection expenses. Client waives all claims for damages or delay as a result of such suspension or termination.

Any invoices that remain unpaid thirty (30) calendar days after Client's receipt of letter from Consultant demanding payment of the invoices or notification of a collection action by an attorney or collection agency shall constitute a release of Consultant by Client from any and all claims whatsoever, including, but not limited to, tort or contractual claims which Client may have against Consultant for Services performed under said invoice(s).



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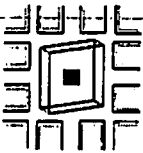
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4. **STANDARD OF CARE AND WARRANTY DISCLAIMER:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED IS MADE OR INTENDED BY THIS AGREEMENT or by any report, opinion, or other Instrument of Service provided pursuant to this Agreement.
5. **LIMITATION OF REMEDIES: CONSULTANT'S AGGREGATE LIABILITY RESPONSIBILITY TO CLIENT, INCLUDING THAT OF OUR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, IS LIMITED TO \$52,000.00 OR THE AMOUNT OF CONSULTANT'S TOTAL FEE UNDER THIS AGREEMENT, WHICHEVER IS GREATER, HEREINAFTER REFERRED TO AS LIMITATION OF REMEDY. THIS LIMITATION OF REMEDY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, CONTRACT, INCLUDING NEGLIGENCE (WHETER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, OR OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, CONSULTANT'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OR OUR SERVICES.**

IF CLIENT DESIRES A HIGHER LIMITATION OF REMEDY, CONSULTANT MAY AGREE, AT CLIENT'S REQUEST TO INCREASE THE LIMITATION OF REMEDY TO A GREATER SUM IN EXCHANGE FOR A NEGOTIATED INCREASE IN FEE. ANY ADDITIONAL CHARGE FOR A HIGHER LIMITATION OF REMEDY IS CONSIDERATION FOR THE GREATER RISK ASSUMED BY CONSULTANT AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE. ANY AGREEMENT TO INCREASE THE LIMITATION OF REMEDY MUST BE MADE IN WRITING AND SIGNED



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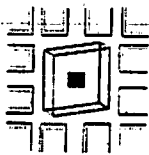
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BY BOTH PARTIES IN ADVANCE OF THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

BY ENTERING INTO THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THIS LIMITATION OF REMEDIES PROVISION HAS BEEN REVIEWED, UNDERSTOOD AND IS A MATERIAL PART OF THIS AGREEMENT, AND THAT CLIENT HAS HAD AN OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THIS PROVISION.

6. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** Neither Consultant nor Client will be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
7. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, and Client's agents and employees for the Project and are not to be used or relied upon by third parties or in connection with other projects. Subject to the authorized use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant unless otherwise specified by the Client or Consultant in the Consultant's Proposal.

Documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or of other types are furnished by Consultant to Client are only for convenience of Consultant and Client unless otherwise specified in the Consultant's Proposal. Data stored in electronic format can deteriorate or be modified inadvertently or otherwise and the Consultant shall be responsible to



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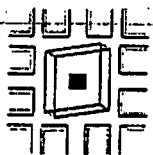
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maintain documents stored in electronic media for a period until they may be delivered to the Client upon final invoice.

Consultant shall not be responsible for any alterations, modifications, or additions made in the electronic data by the Client or any reuse of the electronic data by the Client or any other party for this Project or any other project without Consultant's written consent where applicable. Client shall indemnify, and hold Consultant harmless against any claims, damages or losses arising out of the reuse of the electronic data without Consultant's consent or arising out of alterations, modifications, or additions to the electronic data made by anyone other than Consultant.

8. **SAFETY:** Consultant will maintain a safety program for its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant.
9. **FIELD PERSONNEL:** The presence of Consultant's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation as authorized by Client. Should Client retain the Services of an additional consultant for the Project, Consultant is not responsible in any way whatsoever for the supervision or direction of the work of the additional consultant(s), its employees or agents.
10. **INVENTIONS:** Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of the Consultant.
11. **REPRESENTATION OF CLIENT:** Client warrants and covenants that sufficient funds are available or will be available upon receipt of Consultant's invoice to make payment in full for the Services rendered by Consultant. Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.



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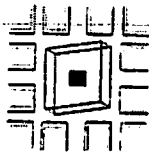
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12. SCOPE OF SERVICES AND EXCLUDED SERVICES: Consultant's engagement under this Agreement includes only those Services specified in the Scope of Services. Client agrees it will not seek to hold Consultant responsible and expressly waives any claim against Consultant for not performing additional services that Client instructed Consultant not to perform; not performing additional services that were not specifically requested by Client and agreed to by both parties, and not performing recommended additional services that Client has not authorized Consultant to perform. Additional services will be performed upon written approval at the standard hourly rate.

13. TERMINATION:

For Convenience: Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch of receipt of the termination notice. If the Instruments of Service cannot be reproduced by a separate Consultant for the amount left on the contract then the Consultant shall refund the appropriate amount to allow completion of the work in question by a separate entity. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause - In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon ten (10) days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within ten (10) days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. If the Instruments of Service cannot be reproduced by a separate Consultant for the amount left on the contract then the Consultant shall refund the appropriate amount to allow completion



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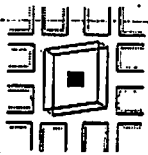
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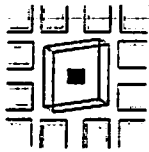
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of the work in question by a separate entity. Upon termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

14. UNFORSEEN CONDITIONS OR OCCURRENCES: If, during the performance of Services, any unforeseen material data issues, element or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client, compete to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.
15. FORCE MAJEURE: Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.
16. INSURANCE: Consultant shall maintain at its own expenses the following insurance subject to normal industry exclusions: (1) Errors and Omissions Professional Liability Insurance. Certificates shall be issued upon the Client's request and shall identify details and limits of coverage.



17. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, in the event of a dispute between Consultant and Client with regard to any matter arising out of or related to this Agreement, the Parties will use their best efforts to resolve the dispute amicably within fifteen (15) calendar days.
18. **CAPTIONS AND HEADINGS:** The captions and headings in this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.
19. **SEVERABILITY:** If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
20. **ASSIGNMENT AND SUBCONTRACTORS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
21. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be constructed as a waiver of any future default, whether like or different in character.
22. **LAW TO APPLY:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located.



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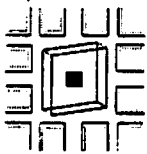
23. TIME BAR: Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions be either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred six (6) years from the time the party new or should have known of a claim.

24. REIMBURSABLE EXPENSES: Reimbursable expenses include but shall not be limited to transportation, accommodations, meals, long-distance communications, postage, courier delivery, Microsoft Live Meeting charges, reproductions/printing, models, and other expenses incurred by the Consultant in providing services to the Client. The client must approve all reimbursable expenses in writing with the exception of printing expenses. These expenses cannot exceed a stated budget if identified in the proposal/contract unless approved in writing.

CONSULTANT HEREBY ADVISES CLIENT THAT CONSULTANT'S PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same.

TO THE EXTENT: that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties.



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative. Faxed or Digital Signatures to be treated as original signature.

CLIENT: Lauderdale County
Commission

By:

Name: Chairman Danny Pettus

CONSULTANT: Farmer | Morgan, L.L.C.

By:

Name: Benjamin B. Farmer,
Principal – Managing Partner

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission understands the importance of water safety for the citizens of Lauderdale County and supports efforts to provide location markers on local waterways; and

WHEREAS, the Lauderdale County Commission for Florence-Lauderdale EMA would like to enter into a cooperative agreement with the Northwest Alabama RC&D Council to implement a project entitled Shoals Creek Markers & Cloud Based Resource Management System; and

WHEREAS, an agreement has been developed to detail the responsibilities and obligations of both parties in this partnership.

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission authorizes Florence-Lauderdale EMA to enter into an agreement with Northwest RC&D Council for Shoals Creek Markers & Cloud Based Resource Management System project and any necessary budget amendment for this project is herein approved.

Done this the 25th day of November, 2019.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

(ABSENT)

Roger Garner, Commissioner

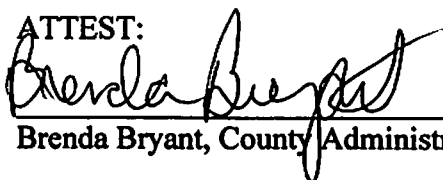


Brad Holmes, Commissioner

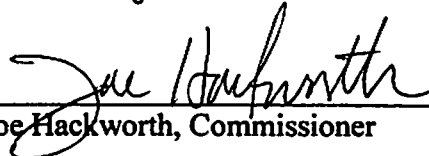


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into on the 7th day of November, 2019 by and between the NORTHWEST ALABAMA RC&D COUNCIL (hereinafter called the "Council") and

Lauderdale County Commission for Florence-Lauderdale EMA

(hereinafter called the "Recipient").

THE PURPOSE of this Agreement is to implement the project as described in the attached application of proposal entitled

Shoals Creek Markers & Cloud Based Resource Management System

The Council and the Recipient deem it mutually advantageous to cooperate in this project and hereby agree as follows:

1. The Council agrees:
 - A. To provide **\$8,000** in State of Alabama Community Support Funds for the above-mentioned project. Funds are subject to availability based on quarterly appropriations and are subject to proration if ordered by the State Finance Director.
 - B. To provide other assistance in planning and implementation as needed, available and agreed to by the Council.

Council Grant Funds are given on a reimbursement basis. The payment of grant funds will be made on the receipt of the required documentation listed below in section 2.G.

2. The Grantee Agrees:
 - A. To use the funds only on a project that will have public benefits.
 - B. To comply with all provisions of the Federal Civil Rights laws and regulations.
 - C. To spend grant funds only on items included and approved in the project application.
 - D. Grantee shall pre-approve, cooperate, inform, and coordinate, with the council for all forms of events and press announcements of projects through print, electronics, social media, and any other form of media exposure. Three weeks' notice is required for events and press announcements.



- E. To credit the Council on all published, printed, or social media relative to the funding for this project with the approved council logo with no stretching or alterations.
- F. To credit the Council on websites or through social media if council assistance is related to websites, etc. with the approved council logo with no stretching or alterations.
- G. **Sign & document:**
 - a. **To return this signed Cooperative Agreement within 30 days from the date issued.**
 - b. **Submit a one-page final completion report.**
 - c. **Submit financial documentation including: receipts or invoices, and proof of payment, such as cancelled checks or bank statements. (Please note that financial documentation will NOT be accepted if dated before the date in the first paragraph of this cooperative agreement.)**
 - d. **Complete the Data Collection Sheet.**
 - e. **Submit photos in the form of JPG or PNG, and any news publications online or in print made during the project.**
 - f. **Proof of credit to the Council on all published, printed, or social media relative to the funding for this project. (Section 2.E.)**
 - g. **Proof of credit to the Council on websites or through social media if RC&D assistance is related to websites, etc. (Section 2.F.)**
 - h. **Call or contact Vanessa King - Office Manager at vkingrcd@gmail.com or Lauranne James - Executive Director at ljamesrcd@gmail.com, 256-383-1446 with questions relative to projects.**

It is mutually agreed:

- A. Complete the project and have the appropriate documentation in our office on or before **August 1, 2020.**
- B. Failure to comply with the above conditions or to credit the Council will result in the withholding of the grant payment or disqualification from receiving future Council Grants.



Signatures

"NW RC&D Council"

Project Administrator

Date

11-25-19

Date

By signing this agreement, the recipient assures the Alabama Council of RC&D Councils, Inc. that the program or activities provided for under this agreement will be conducted in compliance with all allocable Federal Civil Rights laws, rules, regulations, and policies."

All programs and assistance of the Alabama Council of RC&D Councils are available without regard to race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. RC&D is an equal opportunity provider and employer."

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

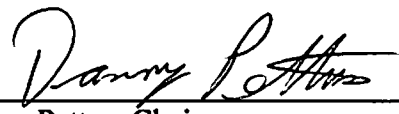
WHEREAS, the Lauderdale County Commission supports efforts to streamline and improve processes that progressive technological advancements make possible; and

WHEREAS, the Lauderdale County Commission would like to enter into a Cooperative Participation Agreement with the Lauderdale County Probate Judge and the Alabama Secretary of State to authorize a new online electronic filing capability which will benefit citizens and businesses and expedite the recordation of statutorily-required filing activities of business and nonprofit entities and authorizes participation in the program.

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the Cooperative Participation Agreement between the Lauderdale County Commission, the Lauderdale County Probate Judge and the Alabama Secretary of State.

Done this the 25th day of November, 2019.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman

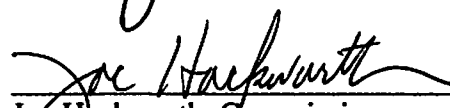
(ABSENT)
Roger Garner, Commissioner



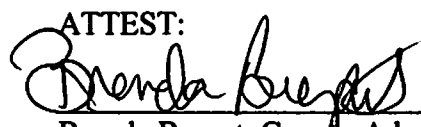
Brad Holmes, Commissioner



Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:


Brenda Bryant, County Administrator

**COOPERATIVE PARTICIPATION AGREEMENT
BETWEEN THE
ALABAMA SECRETARY OF STATE
AND
LAUDERDALE COUNTY**

WHEREAS, this Cooperative Participation Agreement (hereinafter referred to as "Agreement") is entered into between the Alabama Secretary of State (hereinafter referred to as "Secretary of State"), Lauderdale County Commission and Lauderdale County Judge of Probate (hereinafter collectively referred to as "Lauderdale County"); and

WHEREAS, during the 2015 Regular Session, the Alabama Legislature enacted Act No. 2015-479 (now codified at Section 36-14-19, Code of Alabama (1975) and hereinafter referred to as "Act" which is attached hereto as Exhibit A); and

WHEREAS, in general, the Act authorizes a new online electronic filing capability which will benefit citizens and businesses and expedite the recordation of certain documents, with the State of Alabama and Lauderdale County Probate Court, applicable to the formation and administration of business and nonprofit entities under Title 10A, Code of Alabama (1975); and

WHEREAS, the Act authorizes the Secretary of State to develop a program for the administration of an electronic processing system for the recordation of statutorily-required filing activities of business and nonprofit entities (hereinafter referred to as "Program") and authorizes a county to voluntarily participate in the Program at no cost by written agreement executed between the county commission, the county's judge of probate, and the Secretary of State; and

WHEREAS, the Act authorizes the Secretary of State to contract with a vendor to provide the electronic processing services which may include, but not be limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and other service related to the administration of the electronic process; and

WHEREAS, pursuant to the Act, the Secretary of State has developed a Program for electronically processing the recordation of filing activities of business and nonprofit entities as required under Title 10A, Code of Alabama (1975), and by this Agreement, sets forth the processes and protocol to be administered by the Secretary of State and Lauderdale County to implement the Program in Lauderdale County; and

WHEREAS, pursuant to the Act, the Secretary of State has entered into a contract with a vendor to provide electronic processing services, which include, but are not limited to, enabling citizens and entities to apply online to complete statutorily-required filing activities of business and nonprofit entities whose web-based access is user-friendly, secure and capable of accepting payments by credit card and Automated Clearing House (ACH); and

WHEREAS, the Lauderdale County Commission and Lauderdale County Judge of Probate desire to participate in the electronic processing Program developed by the Secretary of State and, furthermore, all parties agree to adhere to the processes and protocol for implementation and administration of the Program at the Lauderdale County level as set forth herein; NOW THEREFORE

IN CONSIDERATION of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto AGREE as follows:

1. RECITALS

The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability of all other provisions herein.

2. RESPONSIBILITIES OF THE SECRETARY OF STATE

The Secretary of State expressly agrees to:

- (a) Secure a vendor, at no cost to the state or Lauderdale County, to provide electronic processing services to include, but are not limited to, the online filing of forms, online recording, payment of fees through credit or debit cards, and any other service related to the administration of the electronic process.
- (b) Establish the electronic protocol for the payment of all State of Alabama recording fees prescribed under Title 10A, Code of Alabama (1975).
- (c) Establish the electronic protocol, with the vendor for Lauderdale County, for the payment of all Lauderdale County recording fees, whether provided by general law, general law of local application, or local law, to be collected and, thereafter, remitted, including all data associated with the local recording fees, to Lauderdale County once a week.
- (d) Cooperate with Lauderdale County to satisfy any request and provide any information required by it to work collectively with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.

3. RESPONSIBILITIES OF LAUDERDALE COUNTY

The Lauderdale County Commission and Lauderdale County Judge of Probate expressly agree to:

- (a) Cooperate with the Secretary of State to establish, implement and maintain a collective protocol to administer the electronic process for the recordation of filing activities by business and nonprofit entities required under Title 10A, Code of Alabama (1975) as set forth herein.
- (b) Annually provide the Secretary of State and its vendor information on the Lauderdale County filing fee schedule including a reference to the corresponding general law, general law of local application, or local law or other statutory authority related to each filing fee.
- (c) Notify the Secretary of State and its vendor of any changes to the Lauderdale County filing fee schedule, by legislative or other local action, no less the fifteen (15) business days prior to a change in filing fees taking effect.
- (d) Provide to the Secretary of State and its vendor bank account information in order to properly route and deposit funds from the state's vendor to Lauderdale County.

4. TERM OF AGREEMENT

This Agreement shall be effective upon full execution of the parties and shall continue unless terminated pursuant to Section 6 herein.

5. AMENDMENTS

This Agreement may be amended or revised from time to time by mutual written agreement between the parties.

6. TERMINATION OF AGREEMENT

Consistent with the Act, this Agreement may be terminated without cause or reason and at any time by the Secretary of State or Lauderdale County upon one hundred and twenty (120) days' written notice to the other parties. Upon written notice of termination, the Secretary of State shall instruct the electronic process vendor that it shall finalize and transmit all final recording fees collected, and all data related thereto, to the applicable county not more than thirty (30) days after the date on which use of the electronic system ceases.

7. SATISFACTION OF LAWS

Consistent with the Act, the cooperation between the Secretary of State and Lauderdale County, as related to this Agreement, shall satisfy any and all fee and filing requirements whether prescribed by general law, general law of local application, or local law applicable to the participating county, and, furthermore, fulfill any and all statutory requirements of a county commission, judge of probate, and the Secretary of State as it relates to filing activities of business and nonprofit entities.

8. NOTICES

Any notice or other communication between the parties may be in writing or email.

If to the Secretary of State:
Elaine Swearingin, Business Entities Director
Alabama Secretary of State
Post Office Box 5616
Montgomery, Alabama 36130
elaine.swearingin@sos.alabama.gov – Email
(334) 242-7221 – Phone

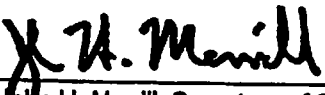
If to the Secretary of State's Vendor:
Samantha Eley, Account Manager
Alabama Interactive
100 North Union Street, Suite 630
Montgomery, Alabama 36104
samantha.eley@egov.com – Email
(334) 261-1981 – Phone

If to Lauderdale County:
Judge Will Motlow

Office of Judge of Probate
Post Office Box 1059
Florence, Alabama 35631
wmotlow@laudercountyal.gov – Email
(256) 760-5804 – Phone

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates as indicated, respectively, hereinbelow.

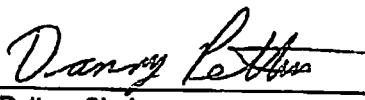
ALABAMA SECRETARY OF STATE


By: John H. Merrill, Secretary of State
Date: December 3, 2019

ATTEST:


By: David A. Z. Brewer, Chief of Staff
Date: 12/3/2019

LAUDERDALE COUNTY COMMISSION


By: Danny Pettus, Chairman
Date: 11/25/19

ATTEST:


By: Brenda Bryant, County Administrator
Date: 11/25/19

JUDGE OF PROBATE OF LAUDERDALE COUNTY


By: Will Motlow, Judge of Probate
Date: 12/3/2019

BID NO:	2020-4
BID ITEM:	Resurfacing Various Lauderdale Co. Rds.
BID OPENING:	Wednesday November 20, 2019 @ 11:00 am

BID OPENING: Wednesday November 20, 2019 @ 11:00 am

BID OPENING: Wednesday November 20, 2019 @ 11:00 am

[illegible]

BID NO: 2020-5

BID ITEM: Striping Various Lauderdale County Roads

BID OPENING: Wednesday November 20, 2019 - 11:00 a.m.

	BID BOND	NO BID	LOW BID	NO RESP	BID AMOUNT
Ozark Striping Co., Inc. 1273 W. Roy Parker Road Ozark, AL 36360			X		See Attached
Riverside Traffic Systems 1283 State Hwy 178 West New Albany, MS 38652				X	
J. C. Cheek Contractors, Inc. P. O. Box 188 Lacey Springs, AL 35754 Attn: Lanier Conlee				X	
Pope Striping 7445 John Bragg Hwy, Suite 101 Murfreesboro, TN 37127				X	
C & D Safety Company 860 Visco Dr. Nashville, TN 37210				X	
Kerr Brothers & Associates Inc. 935 3 rd Avenue South Nashville, TN 37210				X	

BID FORM

BID INVITATION NO. 2020-5

Effective thru 9/18/20

STRIPING VARIOUS LAUDERDALE COUNTY ROADS

1. 701A-004 Solid White, Class 1, Type A Traffic Stripe – in place
\$ 720.00 /mile 0-5 miles
\$ 650.00 /mile 6-10 miles
\$ 625.00 /mile 11-20 miles
\$ 620.00 /mile 21 miles and over

2. 701A-008 Broken Yellow, Class 1, Type A Traffic Stripe – in place
\$ 360.00 /mile 0-5 miles
\$ 350.00 /mile 6-10 miles
\$ 330.00 /mile 11-20 miles
\$ 325.00 /mile 21 miles and over

3. 701A-012 Solid Yellow, Class 1, Type A Traffic Stripe – in place
\$ 720.00 /mile 0-5 miles
\$ 650.00 /mile 6-10 miles
\$ 625.00 /mile 11-20 miles
\$ 620.00 /mile 21 miles and over

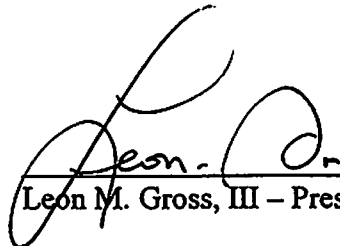
4. 701A-030 Solid White, Class 2T, Type A Traffic Stripe – in place
\$ 2,375.00 /mile 0-5 miles
\$ 1,965.00 /mile 6-10 miles
\$ 1,925.00 /mile 11-20 miles
\$ 1,875.00 /mile 21 miles and over

5. 701A-034 Solid Yellow, Class 2T, Type A Traffic Stripe – in place
\$ 2,375.00 /mile 0-5 miles
\$ 1,965.00 /mile 6-10 miles
\$ 1,925.00 /mile 11-20 miles
\$ 1,875.00 /mile 21 miles and over
6. 701A-044 Broken Yellow, Class 2T, Type A Traffic Stripe– in place
\$ 1,195.00 /mile 0-5 miles
\$ 1,110.00 /mile 6-10 miles
\$ 990.00 /mile 11-20 miles
\$ 950.00 /mile 21 miles and over
7. 701A-231 Solid White, Class 2, Type A Traffic Stripe – in place
\$ 2,990.00 /mile 0-5 miles
\$ 2,725.00 /mile 6-10 miles
\$ 2,650.00 /mile 11-20 miles
\$ 2,590.00 /mile 21 miles and over
8. 701A-235 Solid Yellow, Class 2, Type A Traffic Stripe – in place
\$ 2,990.00 /mile 0-5 miles
\$ 2,725.00 /mile 6-10 miles
\$ 2,650.00 /mile 11-20 miles
\$ 2,590.00 /mile 21 miles and over
9. 701A-245 Broken Yellow, Class 2, Type A Traffic Stripe – in place
\$ 1,975.00 /mile 0-5 miles
\$ 1,650.00 /mile 6-10 miles
\$ 1,525.00 /mile 11-20 miles
\$ 1,525.00 /mile 21 miles and over
10. 705A-037 Pavement Markers, Class A-H, Type 2-D
\$ 4.75 /each

** PLEASE SEE ATTACHED OZARK STRIPING COMPANY, INC. SPECIAL NOTES **

**Ozark Striping Company
Special Notes for Bids**

- Note:** The total minimum dollar volume ordered for Class 1 Striping shall exceed two thousand, five hundred dollars (\$2,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Class 2 Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Class 2T Striping shall exceed seven thousand, five hundred dollars (\$7,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Control Markings & Legends Class 2 or Rumble Strips shall exceed one thousand, five hundred dollars (1,500.00) per work order.
- Note:** The total minimum dollar volume ordered for Temporary Traffic Stripe shall exceed one thousand dollars (\$1,000.00) per work order.
- Note:** The total minimum dollar volume ordered for Road Pavement Markers shall exceed one thousand, two hundred fifty dollars (\$1,250.00) per work order.
- Note:** Prices quoted in this bid do not include any cleaning of roadway, no sweeping, no cutting of grass from shoulders, no debris removed and no washing of roadway.
- Note:** These items are quoted under the 2019 ALDOT Specifications prior to any special provisions.
- Note:** Ozark Striping Company will accept this bid on an all or none basis only.
- Note:** Ozark Striping Company requires at least 14 days notice before work can begin for scheduling purposes. We would also request that you send us your work orders in a group that contains a 10 Mile Minimum. We would also request at least 14 days to complete our work order. If you accept our bid and issue a purchase order, these terms and conditions will apply.
- Note:** All 2T lines will be shot at 60 mil.



Leon M. Gross, III – President

BID NO: 2020-6

BID ITEM: CONCRETE ROADWAY PIPE

BID OPENING: Wednesday November 20, 2019 @ 11:00 am

[illegible]

BID TABULATION
REINFORCED CONCRETE PIPE
BID INVITATION NO. 2020-6
Effective 12/1/2019 through 9/30/2020

Diameter (inches)	Harvey		Foley					
	Price plf	Price per end treat.	Price plf	Price per end treat.	Price plf	Price per end treat.	Price plf	Price per end treat
15	\$15.64	\$530.00	\$14.55	\$500.00				
18	\$18.06	\$590.00	\$16.80	\$550.00				
24	\$26.61	\$655.00	\$24.75	\$625.00				
30	\$38.23	\$810.00	\$35.55	\$775.00				
36	\$50.10	\$1,200.00	\$46.80	\$1,100.00				
42	\$66.44	\$1,650.00	\$59.80	\$1,500.00				
48	\$91.55	\$2,200.00	\$82.40	\$2,000.00				
54	\$118.89	NB	\$107.00	NB				
60	\$151.22	NB	\$136.10	NB				

BID TABULATION
REINFORCED CONCRETE PIPE
BID INVITATION NO. 2020-6
Effective 12/1/2019 through 9/30/2020

	Harvey		Foley					
	<i>Price plf</i>	<i>Price per end treat.</i>	<i>Price plf</i>	<i>Price per end treat.</i>	<i>Price plf</i>	<i>Price per end treat.</i>	<i>Price plf</i>	<i>Price per end treat.</i>
<i>Elliptical</i>								
23"x14"	\$32.00	\$680.00	\$28.80	\$650.00				
30"x19"	\$45.33	\$780.00	\$40.80	\$725.00				
38"x24"	\$64.34	\$875.00	\$57.90	\$875.00				
45"x29"	\$87.56	\$1,300.00	\$77.05	\$1,200.00				
53"x34"	\$119.70	\$1,700.00	\$104.45	\$1,600.00				
60"x38"	\$152.56	\$2,200.00	\$134.25	\$2,200.00				
68"x43"	\$195.35	\$2,700.00	\$166.05	\$2,500.00				
76"x48"	\$243.76	\$3,200.00	\$207.20	\$3,000.00				