

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 11th day of September, 2023. The meeting was called to order by Chairman, Danny Pettus. Upon roll call the following members answered present:

Danny Pettus	Chairman
Brad Black	Commissioner, District 1
Roger Garner	Commissioner District 1
Fay Parker	Commissioner, District 2
Joe Hackworth	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.

Awards and Presentations: None

Public Comments on Agenda Items: None

Commissioner Garner 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 a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker 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 Black moved, seconded by Commissioner Hackworth to approve renewing the Harris Local Government Maintenance Agreement, and any budget amendment needed for this service. This signed renewal contract will be included in these minutes. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Parker to amend a contract with Ingenuity, Inc. dated October 1st, 2023. This signed revision will be included with the minutes. There being no further discussion and upon a vote taken, motion unanimously approved. Resolution is herein recorded and made part of these minutes.

Commissioner Black moved, seconded by Commissioner Parker to approve the purchase of an Asphalt Paver from Thompson Tractor Co. through Sourcewell for two hundred fifty-nine thousand dollars for the Lauderdale County Road Department, and approving any budget amendment needed for this purchase. There being no further discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve Out of State Travel requests for Lauderdale County Emergency Agency employees, George Grabryan, John Rochester, and Heath Bennett to attend meetings in Counce, Tennessee on September 12th, 2023. There being no discussion, and upon a vote taken, motion was unanimously approved. Resolution is herein recording and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Parker to approve a reimbursement the Lauderdale County Emergency Management Agency will be receiving for the administrative cost share of a Hazard Mitigation Grant from Emergency Management Performance Grant funds in the amount of seventeen thousand one hundred thirty-five dollars. There being no discussion and upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

Bid 2023-16 "1/2 Ton Pickup Trucks (3)" were received, opened, and publicly read aloud on Monday, September 11th, 2023. Chairman Pettus referred to Lauderdale County Engineer, Eric Hill for his recommendation. Eric recommended to accept the bid, from Donohoo Chevrolet for the amount of forty-three thousand six hundred thirty dollars per unit. A motion was made by Commissioner Parker, and seconded by Commissioner Garner. There being no discussion and upon a vote taken, motion was unanimously approved and Bid 2023-16 "1/2 Ton Pickup Trucks (3)" is herein recorded and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve reappointment of James Quillen, and new appointment, Samra Gibson on the Board of Equalization. Both new terms will begin on September 30, 2023 and expire on September 30, 2027. There being no discussion and upon a vote taken, motion was unanimously approved.

All invoiced bills were audited and ordered to be paid by a motion made by Commissioner Parker seconded by Commissioner Garner. Upon a vote taken, motion was unanimously approved. Resolution is herein recorded and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED :
August 28, 2023 to September 10, 2023

1 .	General-Special	60717-60775	724,963.79
		CK#60740 Voided	
2 .	Agri-Business Fund	4060-4064	1,104.55
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	N/A	0.00
5 .	LEPA Fund	9034-9041	6,110.48
6 .	Gasoline Tax Fund	18684-18700	313,600.21
7 .	Public Bldg., R & B Special	N/A	0.00

8	Public Highway & Traffic Fund	N/A	0.00
9	Al. Trust Capital Improvement Fund	N/A	0.00
10	RRR Gasoline Tax Fund	N/A	0.00
11	Reappraisal Fund	12601-12610	37,675.43
12	Reappraisal Money Market	603	150,000.00
13	Tourism, Rec. & Convention Fund	615-616	7,500.00
14	RSVP Fund	18183-18190	2,535.54
15	Child Protection Fund	N/A	0.00
16	Rebuild Alabama Gas Tax Fund	N/A	0.00
17	Rebuild Alabama Diesel Tax Fund	N/A	0.00
18	Federal Aid Exchange Fund	N/A	0.00
19	Workforce Development Center Fund	1054-1055	37,700.00
20	Special Grants Fund	N/A	0.00
21	ARPA Revenue Reduction Fund	1006-1009	1,000,000.00
22	Coronavirus Rescue Act Fund	1077	7,318.82
23	CDBG Fund	N/A	0.00
24	Solid Waste Fund	9245-9259	263,691.80
25	Account Payable Fund	47484-47577	706,157.33
26	Fire Protection Fee Fund	N/A	0.00
27	Industrial Development Tax Fund	N/A	0.00
28	Tobacco Tax Fund	3180-3182	17,692.23
29	TVA Tax Fund	N/A	0.00
TOTAL			\$3,276,050.18

Public Hearings: None

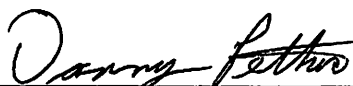
Staff Reports: None

Public Comment Period: None

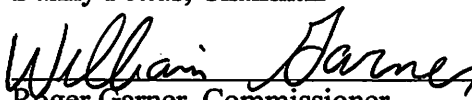
Chris Smith, Lauderdale County Attorney announced that he had reviewed the request for an Executive Session, requested by Attorney Craig Dillard. Chris stated that this Executive Session is allowed under the executive meeting portion of the Alabama Open Meetings Act, and the Lauderdale County Commission meeting would adjourn, without resuming, and go into Executive Session.

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

LAUDERDALE COUNTY COMMISSION



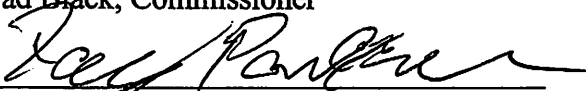
Danny Pettus, Chairman



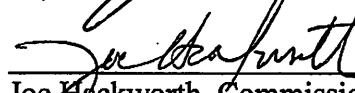
Roger Garner, Commissioner



Brad Black, Commissioner

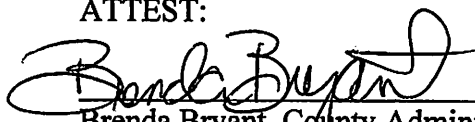


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator

LAUDERDALE COUNTY COMMISSION
REGULAR MEETING AGENDA
September 11, 2023

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner Pettus
4. AWARDS AND PRESENTATIONS
5. (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—Harris Maintenance
4. Resolution—Ingenuity
5. Resolution—Asphalt Paver
6. Resolution—Out of State Travel
7. Resolution—EMA Reimbursement
8. Bid 2023-16 “1/2 Ton Pickup Trucks (3)”
9. Board Appointments
10. Audit and Approve Invoiced Bills

C. SCHEDULED PUBLIC HEARINGS – none

D. STAFF REPORTS

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

F. EXECUTIVE SESSION

G. ADJOURN

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Commission agrees to continue its partnership with Harris Local Government, S&W MiniComputers, Inc., for software and equipment maintenance service for the entire Lauderdale County Commission; and

WHEREAS, the Hardware and Software Maintenance Contract included herein, outlines the responsibilities of all parties to this agreement, effective October 1st, 2023; and

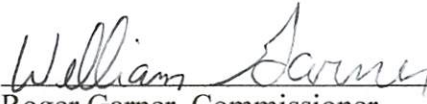
NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Harris Local Government Maintenance Agreement any budget amendment needed for this service.

Done this the 11th day of September, 2023.

LAUDERDALE COUNTY COMMISSION



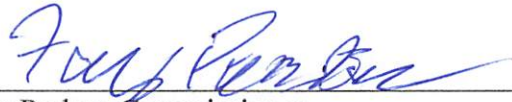
Danny Pettus, Chairman



Roger Garner, Commissioner



Brad Black, Commissioner

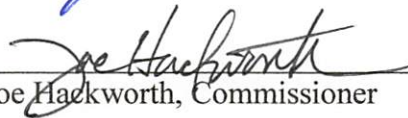


Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

SCHEDULE A
S&W MINICOMPUTERS, INC.
HARDWARE AND SOFTWARE MAINTENANCE CONTRACT

1. ELIGIBILITY FOR ON-CALL COVERAGE:

All equipment comprising a single system shall have the same service coverage period. For this purpose, a single system is defined as a combination of equipment containing a central processor and inter-connected by power or signal cables or connection. If any or all equipment to be serviced under this agreement was not under warranty or a S&W MINICOMPUTERS, INC. service contract immediately prior to the date of commencement of this contract such equipment shall be subject to inspection by S&W MINICOMPUTERS, INC. and the BUYER shall pay for such inspection services and for all labor, materials, and adjustments required to place the equipment in good condition. Charges shall be computed from the then prevailing S&W MINICOMPUTERS, INC. standard price list for labor and materials.

2. TERM OF AGREEMENT:

Unless terminated earlier in accordance with the terms hereof, this contract shall commence on the Commencement Date and shall continue for a duration of one (1) year (the "Initial Term"). After the Initial Term, this contract shall automatically renew for successive one (1) year periods (each a "Renewal Term") subject to S&W MINICOMPUTERS, INC.'s then-current pricing unless either party provides written notice to the other party of its intention not to renew within ninety (90) days of the end of the then-current term. The Initial Term and each Renewal Term shall collectively be referred to as the "Term".

3. RESPONSIBILITIES OF S&W MINICOMPUTERS, INC. COMPUTER SERVICES

For the charges listed herein, S&W MINICOMPUTERS, INC. shall maintain the equipment in good condition, furnish on-call maintenance service during the contracted period of coverage as designated on page thereof, and will be responsive to the maintenance needs of the BUYER, subject to the conditions stated herein. In furtherance thereof, S&W MINICOMPUTERS, INC. shall:

- A. Provide preventive maintenance which shall consist of S&W MINICOMPUTERS, INC. personnel taking those actions which in their opinions are necessary to insure proper machine operation. Preventive maintenance shall be performed during the contracted period of coverage designated on page thereof. Such preventive maintenance may be scheduled or performed concurrently with remedial services. Preventive maintenance shall be performed at intervals as defined by S&W MINICOMPUTERS, INC. Field Service.
- B. Provide remedial maintenance service during the contracted period of coverage when notified that the equipment is inoperative. S&W MINICOMPUTERS, INC. neither guarantees nor implies availability of service outside the contracted period of coverage but will use its best efforts to supply such service. All service performed outside the contracted period of coverage will be charged to the BUYER separately at the then prevailing applicable Non-Contract Service Rates.
- C. Provide all labor and parts which in the opinion of S&W MINICOMPUTERS, INC. personnel are necessary for maintaining the equipment in good operating condition. Only new standard parts or parts of equal quality shall be used in providing maintenance. All parts removed for replacement by S&W MINICOMPUTERS, INC. shall become the property of S&W MINICOMPUTERS, INC.
- D. Provide maintenance service (preventive and remedial) which is limited to the equipment covered hereby, and which is contingent upon the proper use of the equipment in the application for which the equipment was intended. Maintenance service does not cover equipment which has been modified without S&W MINICOMPUTERS, INC. approval, or which has been subjected to unusual physical or electrical stress. S&W MINICOMPUTERS, INC. shall be under no obligation to furnish maintenance service (preventive or remedial) if (1) adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning or humidity, transportation or causes other than ordinary use; (2) the equipment is

maintained or repaired, or attempts to repair or service the equipment are made other than by S&W MINICOMPUTERS', INC. personnel without the prior approval of S&W MINICOMPUTERS, INC.; or (3) the equipment is removed from its location of initial installation and/or reinstalled without the prior approval S&W MINICOMPUTERS, INC. ; or (4) equipment is being used or programmed improperly. Any maintenance service (preventive and remedial) furnished for equipment which is not attributable to normal operation as discussed in this subparagraph D shall be charged to the BUYER separately at the then prevailing standard S&W MINICOMPUTERS' labor and material rates. In addition, S&W MINICOMPUTERS, INC. shall be under no obligation to furnish such maintenance services during any period of time within which the BUYER does not perform its responsibilities hereunder including but not limited to, BUYER'S provision of on-time payment of monthly maintenance charges, access to the equipment, adequate facilities within reasonable distance from the equipment, and equipment necessary for maintenance, all as defined herein.

- E. Not provide operating supplies or accessories, paint, or refinish the equipment or furnish materials thereof.
- F. Rebuild at no additional cost to the BUYER, all equipment which, in the opinion of S&W MINICOMPUTERS, INC. personnel, can be rebuilt to a maintainable condition. If, in the opinion of S&W MINICOMPUTERS, INC. personnel, equipment cannot be rebuilt to a maintainable condition, S&W MINICOMPUTERS, INC. reserves the right to exclude from this contract, upon renewal, equipment which S&W MINICOMPUTERS, INC. deems non-rebuildable. The BUYER will receive a reduction in charges equal to the charges for the equipment so removed. If the equipment is excluded from this contract, further maintenance (preventive or remedial) of such non-rebuildable equipment shall be charged to the BUYER separately at the then prevailing standard S&W MINICOMPUTERS', INC. labor and material rates. The BUYER may replace, at the BUYER'S expense, any non-rebuildable equipment.

4. RESPONSIBILITIES OF THE BUYER

- A. S&W MINICOMPUTERS, INC. shall specify the times, as mutually agreed during the contracted period of coverage, required for performing preventive maintenance services and BUYER shall provide S&W MINICOMPUTERS, INC. access to the equipment during such specified times.
- B. The BUYER shall also provide S&W MINICOMPUTERS, INC. access to the equipment to perform remedial maintenance services during the contracted period of coverage.
- C. The BUYER shall provide adequate storage space, (if required for spare parts), and adequate working space and facilities including heat, light, ventilation, electric current and outlets, and the like for use by S&W MINICOMPUTERS, INC. maintenance personnel. All such facilities shall be within a reasonable distance from the equipment to be serviced and shall be provided at no charge to S&W MINICOMPUTERS, INC.
- D. The BUYER shall provide S&W MINICOMPUTERS, INC. access to and use of machine, attachments, features, or other equipment, which in the opinion of S&W MINICOMPUTERS, INC. personnel, are necessary to enable the performance of the services described in this contract at no charge to S&W MINICOMPUTERS, INC.
- E. The BUYER shall be responsible for the procurement, installation, and maintenance of all non S&W MINICOMPUTERS, INC. communications media, including but not limited to, telephone and telegraph equipment for the remote transmission of data. Charges for such media in connection with the performance of the services described in this contract shall be borne by the BUYER.
- F. The BUYER shall not perform, nor attempt to perform nor cause to be performed maintenance or repair to the equipment during the term of this contract except simple daily or weekly preventive maintenance on equipment as defined by S&W MINICOMPUTERS, INC. Maintenance which may be performed by the BUYER includes, but is not limited to cleaning, oiling, etc., as defined in applicable S&W MINICOMPUTERS, INC. manuals or those of its vendors.
- G. The BUYER shall at S&W MINICOMPUTERS, INC. request, maintain equipment usage records.



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

5. MOVEMENT OF EQUIPMENT

- A. The BUYER shall give S&W MINICOMPUTERS, INC. at least sixty (60) days written notice for intent to move the equipment covered by this contract.
- B. Equipment moved to a location within the contiguous forty-eight United States and Canada shall continue to be serviced under this contract. If the location is beyond 50 miles (measured by means of a straight line) from the nearest S&W MINICOMPUTERS, INC. service center, the monthly charges shall be subject to increase in accordance with the then prevailing applicable rates for remote locations. Equipment moved to a location outside the contiguous forty-eight United States and Canada shall continue to be serviced under this contract at the option of S&W MINICOMPUTERS, INC. The type of service and charges for such service shall be subject to agreement between the parties.
- C. S&W MINICOMPUTERS, INC. personnel, at S&W MINICOMPUTERS, INC. option, shall supervise the dismantling and packing of the equipment, and shall inspect and reinstall the equipment at the new location. The BUYER shall furnish all labor required for the dismantling, packing, unpacking, and the placement of the equipment in the new location.
- D. Charges for supervising, inspecting and reinstalling the equipment shall be billed to the BUYER separately at the then prevailing applicable S&W MINICOMPUTERS, INC. Non-Contract Service Rates.
- E. If upon relocation and inspection, S&W MINICOMPUTERS, INC. personnel determines that the equipment is not in good operating condition as a result of causes beyond the control of S&W MINICOMPUTERS, INC., the BUYER shall be charged separately for all labor, materials, and adjustments required to place the equipment in good operating condition. Charges for the work shall be computed from the then prevailing S&W MINICOMPUTERS, INC. standard price list for labor and materials.

6. SERVICE CHARGES

- A. Charges for maintenance service (preventive and remedial) provided outside the service coverage period specified herein shall be at the then prevailing applicable S&W MINICOMPUTERS, INC. Non-Contract Service Rates. S&W MINICOMPUTERS, INC. neither guarantees nor implies the availability of service outside the said service coverage period.
- B. The charges set forth at Exhibit A in this contract are the charges in effect on the Commencement Date of this contract. These charges are subject to change by S&W MINICOMPUTERS, INC. at any time following the expiration of the initial term upon thirty (30) days prior written notice.
- C. Maintenance charges set forth at Exhibit C in this contract are the charges in effect on the Commencement Date of this contract and are due and payable either monthly or annually IN ADVANCE beginning on the Commencement Date of this contract. S&W MINICOMPUTERS, INC. reserves the right to withhold services for any account which is past due more than 60 days.
- D. Travel charges are excluded from this contract and will be charged on a per call basis at S&W MINICOMPUTERS, INC. standard rates for sites located beyond 150 miles from S&W MINICOMPUTERS, INC. Service Center.
- E. Charges for maintenance service provided outside the service coverage period shall be due and payable thirty (30) days from the date of invoice at the then prevailing S&W MINICOMPUTERS, INC. Non-Contract Service Rates.
- F. All charges are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and therefore are subject to an increase in equal amount to any tax S&W MINICOMPUTERS, INC. may be required to collect or pay upon the services performed hereunder, whether during the service coverage period or otherwise, or for materials furnished hereunder.
- G. Failure of the BUYER to pay all service charges when due shall constitute sufficient cause for S&W MINICOMPUTERS, INC. to suspend or terminate service under this contract. Suspension or termination shall not relieve the BUYER of its obligation to pay its outstanding service charges, including any applicable late charges.



3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

BUYER will be required to pay all outstanding service charges for the period of suspension prior to reinstatement of services.

H. S&W MINICOMPUTERS, INC. shall not refund any pre-paid fees if this contract is terminated.

7. MODIFICATION OF EQUIPMENT

- A. In order to provide the services provided hereunder, S&W MINICOMPUTERS, INC. initiated modifications may, at S&W MINICOMPUTERS, INC. discretion, be made to the equipment covered by this contract. The BUYER shall provide access during the period of service coverage, to the equipment upon notification from S&W MINICOMPUTERS, INC. that a modification is to be made. If access is not afforded S&W MINICOMPUTERS, INC. during the period of coverage, and if in the opinion of S&W MINICOMPUTERS, INC. personnel, the modification is necessary to maintain the equipment in good operating condition, access shall be afforded S&W MINICOMPUTERS, INC. outside the service coverage period at the then prevailing applicable S&W MINICOMPUTERS, INC. Non- Contract Service Rates.
- B. If the BUYER requests modification to be made to the equipment covered hereunder, or requests the addition of non-S&W MINICOMPUTERS supported accessories or devices to equipment covered hereunder, then agreement on the installation responsibilities therefore shall be separately negotiated between S&W MINICOMPUTERS, INC. and the BUYER.

8. ADDITIONAL EQUIPMENT

- A. Equipment which is on warranty as of the commencement date of this contract shall be added to the coverage provided herein on the date(s) noted next to such equipment, subject to the monthly charges stated herein, and the service coverage period shall be co-terminus with that of the initial equipment listed herein.
- B. S&W MINICOMPUTERS, INC. equipment acquired by the BUYER during the term of this contract and incorporated into the equipment covered hereunder shall be added to this contract at the then prevailing standard monthly maintenance charges as the equipment's applicable warranty period expires. The expiration of the service coverage period for such equipment shall be co-terminus with the original equipment covered hereunder.

9. NOTICE:

All written notices required to be given by either party to the other under this contract, shall be addressed to: S&W MINICOMPUTERS, INC. 3427 Davey Allison Blvd. STE 103 Hueytown, AL 35023; and addressed to the BUYER, at the address which appears on page 1 hereof; or such other address as either party from time to time may have designated by written notice to the other. Such notice shall be deemed to have been given on the date such notice has been mailed postage pre-paid to the other party.

10. DISCLAIMER:

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY S&W MINICOMPUTERS, INC. ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THE SERVICES OR ANY PRODUCT PROVIDED HEREUNDER OR IN CONNECTION HERewith. S&W MINICOMPUTERS, INC. DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. S&W MINICOMPUTERS, INC. DOES NOT REPRESENT OR WARRANT THAT THE SERVICES SHALL MEET ANY OR ALL OF BUYER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS CAN BE FOUND OR CORRECTED.

11. LIABILITY:

- A. THE AGGREGATE LIABILITY OF S&W MINICOMPUTERS, INC. TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS CONTRACT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF

TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO S&W MINICOMPUTERS, INC. UNDER THIS CONTRACT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE CONTRACT UP TO AND INCLUDING THE DATE OF TERMINATION.

- B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS CONTRACT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. GENERAL:

- A. The BUYER shall not assign this contract or any of its rights hereunder, the word "assign" to include, without limiting the generality thereof, a transfer of a majority interest in BUYER.
- B. If either shall neglect or fail to perform or observe any of its obligations hereunder, or if any assignment shall be made of its business for the benefit of creditors, or if a receiver, trustee in bankruptcy or similar officer shall be appointed to take charge of all or part of its property, or if either party is adjudicated a bankrupt, and such condition or conditions are not remedied within twenty (20) days after written notice thereof has been given by the other party, the other party shall have the right to terminate this contract.
- C. Either party's lack of enforcement of any provision in this contract in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
- D. The terms and conditions of this contract supersede those of all previous agreements between S & W MINICOMPUTERS, INC. and the BUYER with respect to maintenance of the equipment specified herein and no other terms and conditions shall be included or implied unless agreed to in writing and signed by an authorized officer or representative of both parties to this agreement.
- E. This contract shall be governed by the laws of the state of Alabama.



HARRIS
LOCAL GOVERNMENT



S&W MiniComputers Inc

3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Exhibit A
SERVICE RATES

The charge for NON-CONTRACT HARDWARE SUPPORT is \$250.00 per hour plus parts with a 2-hour minimum. These charges apply to telephone calls as well as on-site service. Also, time spent traveling is charged at \$100.00 per hour plus mileage.

The charge for NON-CONTRACT SOFTWARE SUPPORT is \$250.00 per hour with a 2-hour minimum. These charges apply to telephone calls as well as on-site service. Should travel to your county be necessary, time spent traveling is charged at \$100.00 per hour plus mileage.



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Exhibit B
APPLICATION SOFTWARE MAINTENANCE AGREEMENT

ANNUAL COVERAGE WILL INCLUDE:

- Telephone and/or virtual support, on-site support as necessary for covered services
- Assistance in rebuilding files
- Recovery of damaged programs
- Assistance in recovery from operator
- Requested improvements, refinements
- Legislative changes such as rate, etc.
- Additional reports/statistics as they become available
- Assistance with problems or questions which arise during end-of-year processing by County employees
- Meeting with examiners, commissioners, users, etc.

ANNUAL COVERAGE DOES NOT INCLUDE:

- Training of new personnel
- Performing County personnel's work for them (except to troubleshoot)
- State or County mandated changes which involve a major rewrite
- Viruses or Virus-related problems



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Exhibit C
Support and Maintenance Rates



HARRIS
LOCAL GOVERNMENT



S&W Minicomputers, Inc.

3427 Davey Allison Blvd.
Suite 103
Hueytown, AL 35023

Maintenance Agreement

BILL TO:

LAUDERDALE COUNTY

LAUDERDALE COUNTY COMMISSION

P.O. BOX 1059

FLORENCE

(256) 760-5750 Ext. 0000

Lauderdale County (hereinafter referred to as the BUYER) agrees to purchase, and S&W MINICOMPUTERS, INC. agrees to furnish, the maintenance service at Equipment Location on the equipment/software listed herein, in accordance with the Hardware and Software Maintenance Agreement attached hereto as Schedule A.

Commencement Date:

10/01/2023

Signed Agreements are due at S&W by September 30, 2023. No maintenance will be performed without a signed Agreement. We will accept a FAXED or EMAILED copy of the executed signature page(s) through September 30, 2023 while originals are in route.

Any changes to maintenance coverage after September 30, 2023 require a 90 day written notice and payment of all outstanding amounts due before the change will take effect.

If maintenance reinstatement is requested for software or equipment previously removed from maintenance coverage after September 30, 2023, there will be a three-month surcharge to reinstate.

COUNTY NAME: Lauderdale County

BY: _____

TITLE: _____

DATE: _____

S&W MINICOMPUTERS, INC.

BY: _____

TITLE: _____

DATE RETURNED TO S&W: _____

STATE OF ALABAMA §

LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County License Commissioner would like to amend paragraph eleven of the original agreement with Ingenuity, Inc. dated October 1, ~~2017~~,
and ²⁰²³ 

WHEREAS, paragraph eleven is hereby deleted and replaced with the following:

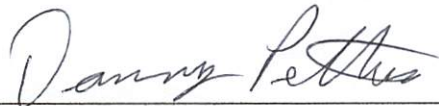
11. NONSOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, unless it has the prior written agreement of the other party, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or any affiliate solicit or encourage any such person to leave the employ of the other party for any reason.

WHEREAS, the signed amendment will be included with this resolution in the minutes.

NOW THEREFORE BE IT RESOLVED, by the Lauderdale County Commission that this contract revision is herein accepted and approved, and any budget amendment required is approved.

Done this the 11th day of September, 2023.

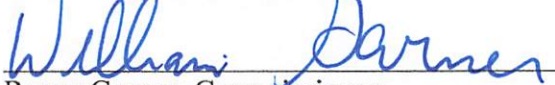
LAUDERDALE COUNTY COMMISSION



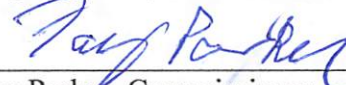
Danny Pettus, Chairman



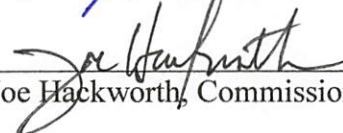
Brad Black, Commissioner



Roger Garner, Commissioner

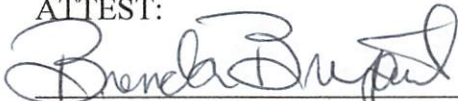


Fay Parker, Commissioner



Joe Hackworth, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Master Agreement

Amendment 1

This Amendment, dated September 1, 2023 ("Amendment 1"), revises the Master Agreement between the Lauderdale County Commission ("Lauderdale County") and Ingenuity, Inc. ("Ingenuity") dated October 1, 2017 (the "Agreement").

Lauderdale County and Ingenuity agree to amend the Agreement as follows:

Paragraph 11 is hereby deleted and replaced with the following:

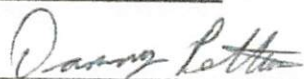
11. NONSOLICITATION. Each party agrees that during the term of this Agreement and for a period of twelve (12) months thereafter, unless it has the prior written agreement of the other party, neither it nor any person or entity affiliated with it will directly or indirectly employ or otherwise engage in any capacity any person who is or has been an employee of the other party at any time during the term of this Agreement, nor will a party or any affiliate solicit or encourage any such person to leave the employ of the other party for any reason.

This Amendment shall also serve as Lauderdale County's formal approval for Ingenuity to hire Ms. Katie Anne Rock, who is a current employee of Lauderdale County.

All of the other details included in the Agreement will remain unchanged.

IN WITNESS WHEREOF, the parties have entered into this Amendment 1 as of the day and year first above written.

Lauderdale County Commission

Signature: 

By: Danny Pettus

Title: Chairman

Ingenuity, Inc.

Signature: 

By: Rick A. Hayes

Title: President

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

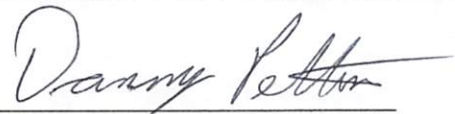
WHEREAS, the Lauderdale County Road Department would like to purchase a New Weiler P385C Asphalt Paver from Thompson Tractor Co. Inc. through Sourcewell at the cost of two-hundred fifty-nine thousand dollars, and

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission does hereby authorize the purchase of a New Weiler P385C Asphalt Paver from Thompson Tractor Co Inc. through Sourcewell for two-hundred fifty-nine thousand dollars, and

BE IT FURTHER RESOLVED that any budget amendment needed is hereby authorized and approved.

Done this the 11th day of September, 2023.

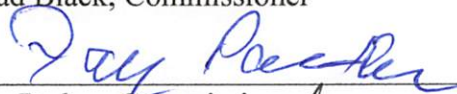
LAUDERDALE COUNTY COMMISSION



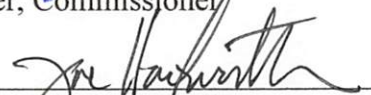
Danny Pettus, Chairman



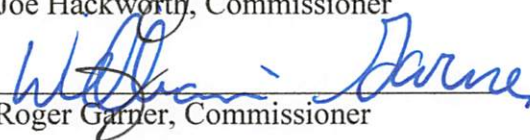
Brad Black, Commissioner



Fay Parker, Commissioner

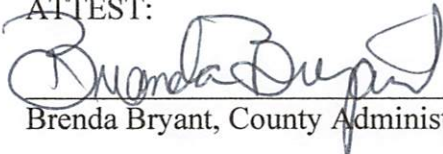


Joe Hackworth, Commissioner



Roger Garner, Commissioner

ATTEST:



Brenda Bryant, County Administrator

STATE OF ALABAMA §
LAUDERDALE COUNTY §

RESOLUTION

WHEREAS, the Lauderdale County Emergency Management Agency has requested approval for out of state travel on September 12th, 2023 for George Grabryan, John Rochester, and Heath Bennett to attend meetings in Counce, Tennessee, and

BE IT RESOLVED, the Lauderdale County Commission approves this out of state travel request from the Lauderdale County Emergency Management Agency.

Done this the 11th day of September, 2023.

LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

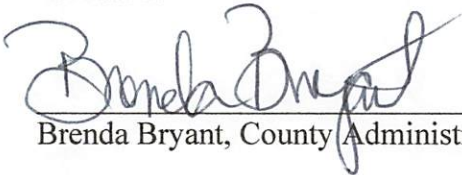


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner

STATE OF ALABAMA §
LAUDERDALE COUNTY §

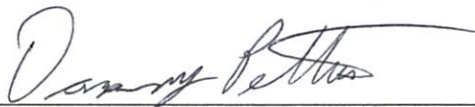
RESOLUTION

WHEREAS, the Lauderdale County Emergency Management Agency will be receiving a reimbursement for the administrative cost share of a Hazard Mitigation Grant from Emergency Management Performance Grant funds in the amount of seventeen thousand one hundred thirty-five dollars.

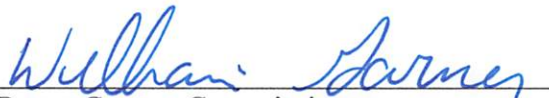
BE IT RESOLVED, the Lauderdale County Commission approves this reimbursement for the Lauderdale County Emergency Management Agency, and any budget amendment needed for this reimbursement.

Done this the 11th day of September, 2023.

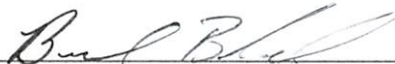
LAUDERDALE COUNTY COMMISSION



Danny Pettus, Chairman



Roger Garner, Commissioner

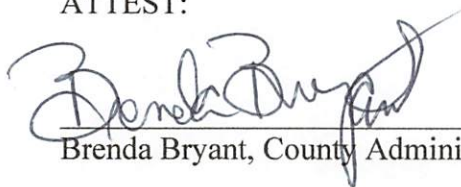


Brad Black, Commissioner



Fay Parker, Commissioner

ATTEST:



Brenda Bryant, County Administrator



Joe Hackworth, Commissioner