STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 pm. on the 25th day of August, 2025.

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

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

Commissioner, Brad Black was absent.

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

The invocation and Pledge of Allegiance were delivered by Commissioner, Todd Nix

Award/Presentations: None

Public Comments on Agenda Items: None

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

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

Commissioner Hackworth moved, seconded by Commissioner Nix to approve appointing Chairman, Danny Pettus to the 911 board. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve the use of Rebuild Alabama gas tax funds and the Transportation Plan and Map for Fiscal Year 2025-2026. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner to approve transferring a Ford Taurus and Chevrolet Express Van from the Sheriff Department to the Jail. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Garner to approve signing a contract with Diversified Computer Services for a PROCORE Management Systems License in order to track federal funding projects. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner to approve signing a new contract with Southern Health Partners. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner to approve signing documents in regards to the Purdue bankruptcy settlements as well as several secondary settlements on the Opioid lawsuit. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Hackworth to approve removing the attached list of items from the inventory. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix to approve signing a grant for Brush Creek improvements. Commissioner Hackworth stated that a lot of folks have worked very hard to get this grant, and the improvements will improve Brush Creek Park. Commissioner Hackworth expressed how much the Commission appreciates all that worked on getting this grant. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Nix approving signing contracts with Alabama Fiber Network for internet services at the Government Building EMA Building, Workforce Development Center, and Road Department. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Hackworth to approve hiring one fulltime School Resource Office Deputy to fill a vacant SRO position in the Lauderdale County School System. There being no further discussion, and upon a vote taken, motion was unanimously approved The Resolution was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Garner to approve signing a Request for Proposal and contract pending attorney approval. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix to reappoint Arthur Reed, Freda Coleman-Reed, and Wesley Puckett to serve another term on the Lauderdale County DHR board.

Commissioner Hackworth moved, seconded by Commissioner Nix approving the invoiced bills. Mr. Hackworth asked Eric Hill, Lauderdale County Engineer what he spent all that money on, and Mr. Hill stated they purchased the Mathis and a lot of asphalt. There being no further discussion, and upon a vote taken, motion was unanimously approved. This is herein recorded, and made a part of these minutes.

LAUDERDALE COUNTY CHECKS ISSUED:
August 11, 2025 - August 24, 2025

1 .	General-Special	63683-63727	857,502.50
2 .	Agri-Business Fund	4193-4196	1,223.73
3 .	Pistol Permit Revenue Reduction Fund	N/A	0.00
4 .	Opioid Settlement Fund	1172-1178	2,525.93
5 .	LEPA Fund	9401-9406	4,522.45
6 .	Gasoline Tax Fund	19398-19409	554,250.40
7 .	Public Bldg., R & B Special	494	750,000.00
8 .	Public Highway & Traffic Fund	N/A	0.00
9 .	Al. Trust Capital Improvement Fund	N/A	0.00
10 .	RRR Gasoline Tax Fund	778	455,304.22
11 .	Reappraisal Fund	13107-13119	58,471.78
12 .	Tourism, Rec. & Convention Fund	N/A	0.00

13	.	RSVP Fund	18581-18587	2,512.35
14	.	Child Protection Fund	N/A	0.00
15	.	Rebuild Alabama Gas Tax Fund	N/A	0.00
16	.	Rebuild Alabama Diesel Tax Fund	N/A	0.00
17	.	Federal Aid Exchange Fund	N/A	0.00
18	.	Workforce Development Center Fund	1158-1159	57,278.75
19	.	Special Grants Fund	N/A	0.00
20	.	Coronavirus Rescue Act Fund	N/A	0.00
21	.	CDBG Fund	N/A	0.00
22	.	Solid Waste Fund	9980-9994	255,148.05
23	.	Account Payable Fund	50387-50443	2,908,625.45
24	.	Fire Protection Fee Fund	N/A	0.00
25	.	Industrial Development Tax Fund	N/A	0.00
26	.	Tobacco Tax Fund	N/A	0.00
27	.	TVA Tax Fund	N/A	0.00
			TOTAL	**$ 5,907,365.61**

Wanda Adomyetz discussed her concern over a partially dead tree hanging over the road near her property. Eric stated that it will take a tree service to take the tree down due to it's size, and not the responsibility of the County.

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

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

William Garner

Roger Garner, Commissioner

(ABS.)

Brad Black, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

LAUDERDALE COUNTY COMMISSION

REGULAR MEETING AGENDA

August 25, 2025

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner, Todd Nix
4. AWARDS AND PRESENTATIONS
5. PUBLIC COMMENTS ON AGENDA ITEMS

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

REGULAR BUSINESS

1. **Review and Motion to Consider Agenda Items**

2. **Approve minutes of last meeting**

3. **<u>Resolution—911 Board Appointment</u>**
   The Commission will vote on appointing Chairman, Danny Pettus to the 911 Board.

4. **<u>Resolution—Rebuild Alabama FY 2026</u>**
   The Commission will vote on approving the Rebuild Alabama Transportation Plan and Map for Fiscal Year 2026

5. **<u>Resolution—Auto Transfer</u>**
   The Commission will decide on transferring two vehicles from the Sheriff Department to the Jail.

6. **<u>Resolution—Procore</u>**
   The Commission will decide on signing a contract with DCS for PROCORE License for the tracking of federal funding projects.

7. **<u>Resolution—Southern Health Partners</u>**
   The Commission will vote on signing a new contract with Southern Health Partners.

8. **<u>Resolution—Purdue Bankruptcy and Opioid Lawsuit</u>**
   The Commission will vote on signing documents in regards to the Purdue Bankruptcy settlements and small settlements on the Opioid Lawsuit.

9. **<u>Resolution—Removal of Inventory Items</u>**
   The Commission will decide on removing items from the Lauderdale County Inventory.

10. **Resolution—Brush Creek Park Improvement Grant**
    The Commission will vote on signing a grant for Brush Creek

11. **Resolution—Alabama Fiber Network**
    The Commission will vote on signing contracts with Alabama Fiber Network for internet services at the Government Building, EMA Building, Workforce Development Training Center, and the Road Department.

12. **Resolution—SRO**
    The Commission will decide on hiring a SRO

13. **Resolution—RFP & Contract.**
    The Commission will vote on signing RFP & Contract.

14. **Board Appointments**
    3 DHR Reappointments
    1 SEDA Appointment

15. **Audit and Approve Invoiced Bills**

B. SCHEDULED PUBLIC HEARINGS—none

C. STAFF REPORTS

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

E. ADJOURN

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission appoints Danny Pettus, Chairman of the Lauderdale County Commission to the 911 Board.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

WHEREAS, the Rebuild Alabama Act requires counties to pass a County Transportation Plan each year showing how gas tax revenue will be expended; and

WHEREAS, the Lauderdale County Road Department requests these funds be used for resurfacing various portions of several county roads.

NOW THEREFORE BE IT RESOLVED, the Lauderdale County Commission approves the use of Rebuild Alabama gas tax funds for this purpose and the Lauderdale County Transportation Plan and Map for FY2026 is included herein and made a part of these minutes.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

FY 2026 County Transportation Plan

Lauderdale County

Date Approved by the Lauderdale County Commission: August 25, 2025

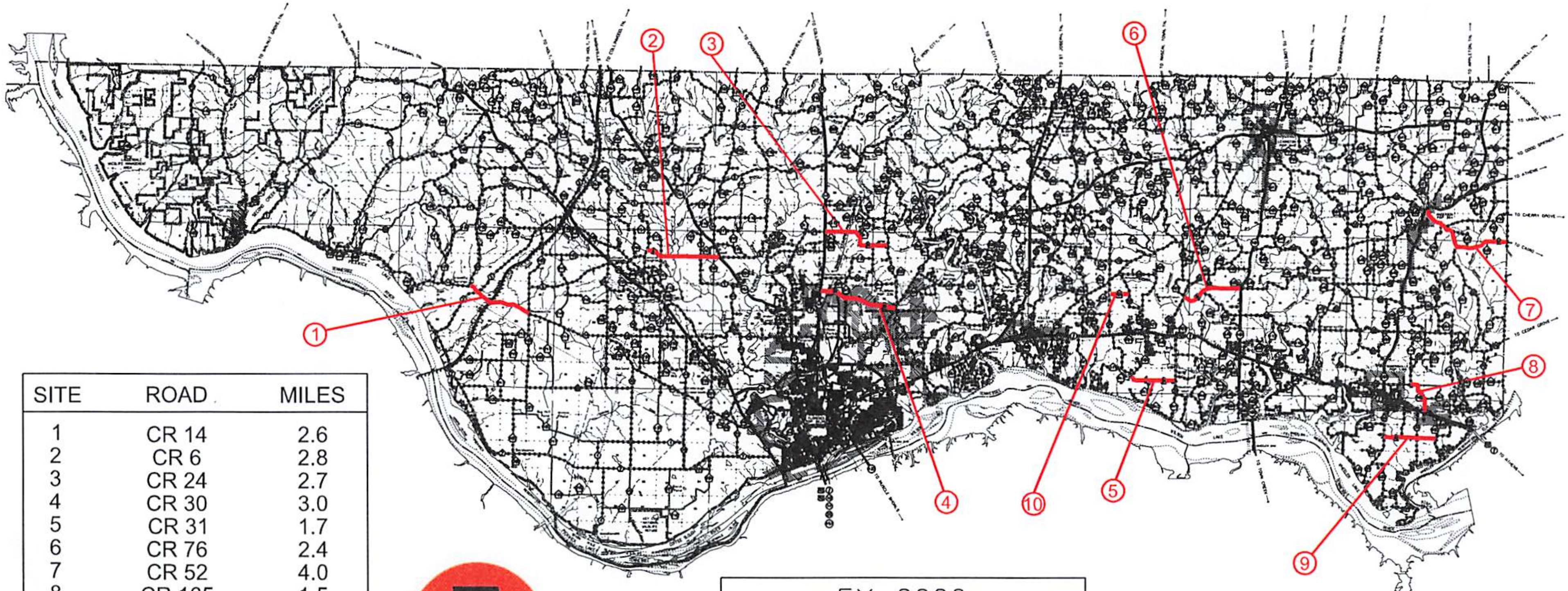
Date Amended by the Lauderdale County Commission:

Map Index	Project No.	Road Name/Number	Begin Lat.	Begin Long.	End Lat.	End Long.	Project Details: Road Improvement Project	Project Details: Bridge Improvement Project	Project Details: Project Length (miles)	Project Details: Description of Work	Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	County Rebuild Alabama Funds or Federal Aid Exchange Funds (List fund type separately for projects invovling both CRAFs and FAEFs)	CRAF Amount	FAEF Amount
										Estimated Beginning Balance					$544,830.00	$171,033.00
										Estimated Annual Revenue					$1,400,000.00	$400,000.00
1	RA-LCP 01-01-2026	CR 14	34.8859	87.9081	34.8711	87.8684	X		2.60	Resurfacing from CR 87 to CR 189	$195,000.00		$195,000.00	CRAF	$195,000.00	
2	RA-LCP 01-02-2026	CR 6	34.9059	87.7894	34.9025	87.7403	X		2.80	Resurfacing from CR 15 to AL Hwy 157	$210,000.00		$210,000.00	CRAF	$210,000.00	
3	RA-LCP 01-03-2026	CR 24	34.9167	87.6694	34.9092	87.6278	X		2.70	Resurfacing from AL Hwy 17 to CR 61	$202,500.00		$202,500.00	CRAF	$202,500.00	
4	RA-LCP 01-04-2026	CR 30	34.8839	87.6725	34.8748	87.6226	X		3.00	Resurfacing from AL Hwy 17 to CR 47	$260,000.00		$260,000.00	CRAF	$260,000.00	
5	RA-LCP 01-05-2026	CR 31	34.8372	87.4641	34.8349	87.4348	X		1.70	Resurfacing from CR 107 to CR 33	$127,500.00		$127,500.00	CRAF	$127,500.00	
6	RA-LCP 01-06-2026	CR 76	34.8806	87.4289	34.8856	87.3902	X		2.40	Resurfacing CR 33 to AL Hwy 101	$180,000.00		$180,000.00	CRAF	$180,000.00	
7	RA-LCP 01-07-2026	CR 52	34.9280	87.2666	34.9109	87.2119	X		4.00	Resurfacing from AL Hwy 207 to Limestone County Line	$300,000.00		$300,000.00	FAEF		$300,000.00
8	RA-LCP 01-08-2026	CR 165	34.8175	87.2681	34.8326	87.2768	X		1.50	Resurfacing from US Hwy 72 to CR 119	$112,500.00		$112,500.00	CRAF	$112,500.00	
9	RA-LCP 01-09-2026	CR 70	34.8039	87.2948	34.8030	87.2609	X		2.00	Resurfacing from CR 91 to CR 165	$150,000.00		$150,000.00	FAEF		$150,000.00
10	RA-LCP 01-10-2026	CR 426	34.8824	87.4785	34.8824	87.4652	X		0.70	Resurfacing from CR 31 to CR 68	$52,500.00		$52,500.00	CRAF	$52,500.00	
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						23.40	Total CTP Estimated Costs	$1,790,000.00	$0.00	$1,790,000.00	Total CRAF/FAEF Remaining Estimated	$604,830.00	$121,033.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks

CTP Plan 6/06/2019



SITE	ROAD	MILES
1	CR 14	2.6
2	CR 6	2.8
3	CR 24	2.7
4	CR 30	3.0
5	CR 31	1.7
6	CR 76	2.4
7	CR 52	4.0
8	CR 165	1.5
9	CR 70	2.0
10	CR 426	0.7
	TOTAL	23.4

REBUILD

FY 2026
LAUDERDALE COUNTY
TRANSPORTATION PLAN

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the following transfers of vehicles from the Sheriff's Department to the Jail Department.

Car# 13 which is a 2013 Ford Taurus, VIN# 1FAHP2M80DG134505 showing the tag number 52791.
Van# 3 which is a 2020 Chevy Express Van, VIN# 1GAZGNFGXL1273510 showing the tag number 62965

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the attached 2025-2026 Contract for PROCORE License with DCS for the tracking of federal funding projects. File attached.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

Diversified COMPUTER SERVICES LLC
LICENSED SOFTWARE AND SERVICE AGREEEMENT

THIS LICENSE AGREEMENT is entered into as of the 14th day of August, 2025 ("Effective Date"), by and between Diversified Computer Services, LLC, an Alabama limited liability company with its principal office located at 8200 Old Federal Road, Montgomery, AL 36117, Telephone: (334) 260-8453, Contact and email: Dan Floyd, dan.floyd@dcs-dcs.com ("DCS"), and Lauderdale County Commission, a governmental entity with its principal office located at 200 South Court Street, Florence Al, 35630, Telephone: (256) 760-5750, Contact and email: Brooke Slatton, County Administrator, bslatton@lauderdalecountyal.gov ("Licensee").

WHEREAS, the Licensed Software (as defined below) was developed by DCS; and

WHEREAS, DCS has the right to license the Licensed Software, as defined below; and

WHEREAS, the parties desire that DCS license to Licensee non-exclusive rights to use the Licensed Software for Licensee's internal use on computers under the control of Licensee, all in accordance with the terms and conditions thereof; and

WHEREAS, DCS provides additional Services including, but not limited to, Business Services, Data Services, and Voice Services, separate from the Licensed Software and is able to offer those Services to the Licensee if so desired;

NOW, THEREFORE, in reliance on the mutual covenants and promises, representations and agreements set forth herein, the parties agree as follows:

1. Definitions.

1.1. "Licensed Software." Computer program(s) in object code form only and related user manuals and documentation, together with any additional computer programs, manuals, or documentation that may be licensed in the future or otherwise provided by DCS as updates, upgrades, or modifications to the Licensed Software. The Licensed Software is frequently known as the PROCORE Management System and any reference in this Agreement refers specifically to PROCORE Management System.

1.2. "Licensed Product." Any computer programs or developed by DCS that incorporates or makes use of the Licensed Software or Derivative Works, in whole or in part

1.3. "Derivative Works." Any derivative works as determined by the U.S. copyright law created by license in accordance with the terms of this agreement

1.4. "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

1.5. "End User License." Non-exclusive, non-transferable license granted by DCS and or Licensee solely for an end-user's use and not for distribution or resale to third parties. All end-user Licenses shall include the notice and disclaimer language set forth in Article 8 of this agreement.

1.6. "Technical Support." See Exhibit A for complete definition and terms

1.7. "Customization and Implementation." See Exhibit B for complete definition and terms

2. <u>Ownership and License Grants.</u>

2.1 <u>Ownership of Software and Derivative Works.</u> The parties agree that DCS has exclusive proprietary rights to the Licensed Software. The parties agree and acknowledge that DCS owns all right, title, and interest in and to the Licensed Software, and DCS shall own all right, title, and interest in and to Derivative Works

2.2 <u>License Grant.</u> Subject to the terms and conditions hereof, DCS hereby grants to Licensee, and Licensee hereby accepts, a limited, non-exclusive and non-transferable license under the Proprietary Rights of DCS and its licensors to use the Licensed Software

2.3 <u>License Grant to Derivative Works.</u> DCS hereby grants Licensee a non-exclusive license to use, execute, transmit, distribute, and prepare Derivative Works solely for the purpose of use with the Authorized Modules of the Licensed Software and Licensee will promptly deliver any Derivative Works to DCS.

2.4 <u>Restrictions.</u> Licensee may use the Licensed Software only (i) for its intended use as specified in the accompanying documentation for Licensee's internal business operations, and (ii) for Licensee's reasonable back-up and archival purposes. Licensee shall not, in whole or in part, (i) modify, disassemble, decompile, reverse compile, reverse engineer, translate, copy, or in any way duplicate the Licensed Software for any purpose, or attempt to derive a source code language version of the Licensed Software, except as expressly authorized herein; or (ii) permit the Licensed Software to be sublicensed, re-marketed, redistributed, or used as part of a service bureau. All rights not expressly granted to Licensee herein are expressly reserved by DCS.

3. <u>Term.</u> Commencing on the effective date of this agreement the term of this agreement shall be one (1) year and renewed by Licensee on an annual basis. Notice of renewal shall be made in writing to DCS at its principal place of business or at an agreed upon location. Renewal shall be made no less than thirty (30) days prior to the expiration of this Agreement

4. Consideration for License Fee. The annual license fee for the Licensed Software shall be TWELVE THOUSAND DOLLARS ($12,000.00) per annum. This amount shall be paid in full prior to or on commencement date of this Agreement and shall be paid on an annual basis per this Agreement, and specifically Section 3, prior to renewal.

5. Technical Support Fees for Licensed Software. Support Fees and related payment terms are provided on Exhibit A, and Licensee shall pay support fees in accordance with such terms and conditions. The prices stated are exclusive of all taxes based on or in any way measured by the Agreement, the Licensed Software, or any portion thereof, or any services related thereto, excluding taxes based on DCS's net income, but including personal property taxes. Licensee shall pay all such taxes either as levied by taxing authorities or as invoiced by DCS. If Licensee challenges the applicability of any such tax, Licensee shall nevertheless pay such tax and may thereafter challenge such tax and seek a refund thereof.

6. Technical Support. DCS shall provide technical support services under the Technical Support Definition and Terms attached as Exhibit A.

7. Customization and Implementation. DCS provides optional customization and implementation services under the Customization and Implementation Definition and Terms attached as Exhibit B.

8. Unwanted Code. The Licensed Software shall not (i) contain any hidden files, (ii) be designed to replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides, (iii) be designed to alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides, (iv) contain any key, node lock, time-out, or other function, whether employed by electronic, mechanical or other means, which restricts or may restrict use or access to any program or data, based on residency on a specific hardware configuration, frequency or duration of use, or other limiting criteria, or (v) contain any software routines or components designed to permit unauthorized access. If any such feature be discovered by Licensee, DCS shall as soon as commercially possible deliver to Licensee a version of the Licensed Software that does not contain such feature. The foregoing is exclusive and states the entire liability of DCS with respect to violations of this Paragraph 9.

9. Warranties and Limitation of Liability.

    9.1 Compliance with Law. Licensee represents and warrants that it will comply in all material respects with all local, state, and federal laws and regulations relating to its activities hereunder.

    9.2 Nothing contained herein shall be deemed a warranty by DCS that the rights granted in connection with Licensed Software, including any and all copyrights, will afford adequate and/or commercial protection.

9.3 EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED HEREIN AND TO THE EXTENT ALLOWED BY LAW, DCS ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE LICENSED SOFTWARE OF SERVICES TO BE PROVIDED HEREUNDER, AND THAT Licensee HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY, AND SUITABILITY OF THE LICENSED SOFTWARE AND DCS SHALL HAVE NO LIABILITY THEREFOR.

9.4 DCS MAKES NO WARRANTIES WHATSOEVER AS TO THE COMMERICAL OR SCIENTIFIC VALUE OF THE LICENSED SOFTWARE. THE LICENSED SOFTWARE IS PROVIDED "AS-IS." DCS MAKES NO REPRESENTATION THAT THE LICENSED SOFTWARE OR THE DEVELOPMENT OR USE OF THE LICENSED PRODUCTS OR ANY SOFTWARE, OR GRANT OF ANY END-USER LICENSE, OR ANY ELEMENT THEREOF, WILL NOT INFRINGE THE INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY THIRD PARTY OR VIOLATE THE TERMS OF USE OF ANY THIRD-PARTY SOFTWARE INCLUDED IN THE LICENSED SOFTWARE.

9.5 Proprietary Rights Warranty and Limitation of Liability. DCS represents and warrants that DCS has the authority to license the rights to the Licensed Software which are granted herein. If a claim is made that the Licensed Software infringes any United States patent, copyright, trade secret or other proprietary right, or if DCS believes that a likelihood of such a claim exists, DCS may, in DCS's sole discretion, procure for Licensee the right to continue using the Licensed Software, modify it to make it non-infringing but continue to meet the specifications therefor, or replace it with non-infringing software of like functionality that meets the specification for the Licensed Software. DCS shall have no liability to Licensee for any claim of infringement pursuant to this Paragraph 10.5, if such claim is based on (i) combination of the Licensed Software with data or with other software or device not supplied by DCS and/or (ii) modifications made to the Licensed Software. The foregoing is exclusive and states the entire liability of DCS with respect to infringements or misappropriation of any Proprietary Rights by the Licensed Software.

9.6 Disclaimer of Incidental and Consequential Damages; Limitation of Liability. IN NO EVENT SHALL DCS BE LIABLE TO LICENSEE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR

DELAY OF DCS IN THE DELIVERY OF THE LICENSED SOFTWARE, OR IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DCS'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID BY LICENSEE TO DCS UNDER THE CURRENT LICENSE AGREEMENT, WITHOUT REGARD TO EXTENSIONS OR RENEWALS.

10. <u>Indemnity.</u> Licensee shall indemnify, defend and hold harmless DCS and its current and former members, staff, employees, agents and their successors, heirs, and assigns (collectively, the "Indemnitees") from and against any liability, cost, expense, damage, deficiency, loss or obligation of any kind or nature (including attorney's fees and other costs and expenses of litigation), based upon, arising out of, or otherwise relating to product liability concerning any product or service made, used, sold or performed pursuant to any right or license granted under this Agreement, except to the extent that such liability is caused by the gross negligence or will misconduct of the Indemnitees. Neither Licensee nor Indemnitees shall settle any claim without prior written consent of the other, which consent shall not be reasonably withheld. The Indemnitees shall provide Licensee with prompt written notice of any claim for which indemnification is sought hereunder. Licensee shall provide attorneys acceptable to Indemnitees to defend against any such claim. The Indemnitees shall cooperate fully with Licensee to conduct and control such defense and the disposition of such claim (including all actions relative to litigation, appeal, and settlement). Licensee shall not be responsible to any Indemnitee on account of any settlement or other voluntary disposition of a claim without the Indemnitee's consent.

11. <u>Termination.</u>

11.1 <u>Termination without Cause.</u> Licensee may terminate this Agreement for any reason upon sixty (60) days written notice to DCS. Upon such termination DCS shall retain any monies paid them by Licensee without exception. Monies owed to DCS by Licensee for any service, fees, and support at the time of termination, including those incurred in the sixty (60) day notice period, shall be paid on the date this Agreement has been terminated unless otherwise governed by the agreed upon terms between DCS and Licensee for payment of monies owed.

11.2 Termination for Default and/or Breach.

11.2.1 If either party commits a material breach of its obligations under this Agreement and fails to cure such default and/or breach within thirty (30) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in default and/or breach.

11.2.2 DCS may terminate this Agreement and any license granted to Licensee hereunder at any time if (i) Licensee fails to pay DCS any amount due hereunder when due; (ii) Licensee is in default of any other provision hereof and such default is not cured within 10 days after DCS gives Licensee written notice thereof; or (iii) Licensee becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

11.2.3 In the event of any termination of the Agreement or of any license granted hereunder, DCS may: (i) require that Licensee cease any further use of the Licensed Software or any portion thereof and immediately return the same and all copies thereof, in whole or in part, to DCS; and (ii) cease performance of all of DCS's obligations hereunder, without liability to Licensee.

11.2.4 In the event DCS discontinues technical support for its Licensed Software for any reason whatsoever, Licensee may elect to either (i) terminate this Agreement, cease any further use of the Licensed Software or any portion thereof, and immediately return the same and all copies thereof, in whole or in part, to DCS; or (ii) continue to use the Licensed Software upon the same terms and conditions provided in this Agreement, except that DCS will have no obligation to Licensee including, but not limited to the obligation to provide technical support, updates, or upgrades. As long as Licensee continues to use the Licensed Software under (ii) above, Licensee shall be required to pay to DCS 85% of the then current license fees and technical support fees. DCS shall give Licensee 90 days written notice prior to discontinuing technical support for its Licensed Software. This Section shall survive the termination of this Agreement.

12. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

13. Return of Materials. Within ten (10) days of the expiration or termination hereof, Licensee shall return to DCS the Licensed Software and all copies of all other materials supplied by DCS and shall delete all copies thereof. All data entered in the Licensed Software by Licensee shall remain the property of the Licensee, and Licensee shall be

entitled to remove such data prior to deleting the Licensed Software. Upon request of Licensee, DCS will provide assistance in removing the Licensee's data at DCS's standard hourly rate.

14. Use of Name. Licensee shall not use of register the name of Diversified Computer Services LLC, as known in this agreement as DCS, alone or as part of another name, logo, seal, insignia or other words, names, symbols or devices that identify DCS or any affiliate for any purpose except with the prior written consent of DCS. Without limiting the foregoing, Licensee shall cease and use of DCS names on the termination or expiration of this Agreement except as otherwise approved by DCS. This restriction shall not apply to any information required by law to be disclosed to any governmental entity.

15. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

16. Assignment. Licensee shall not assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed under this Agreement, without DCS's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

17. Amendment and Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms may be waived, only by written instrument executed by each party or, in the case of waiver, by the party waiving compliance. The delay or failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the rights at a latter time to enforce the same. No waiver by either party of any condition or of the breach of any term contained in this Agreement, whether by conduct, or otherwise, in any one or more instances, shall be deemed to be, or considered as, a further continuing waiver of such condition or of the breach of such term or any other term of this Agreement.

18. Binding effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representative, successors and permitted assigns.

19. No Agency or Partnership. Nothing contained in this Agreement shall give either party the right to bind the other or be deemed to constitute either party as agent for or partner of the other or any third party. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

20. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any covenant granted herein for the purpose of determining ownership of, or protecting, the Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to DCS hereunder.

21. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Licensee shall have no authority to enter into agreements of any kind on behalf of DCS and shall not have the power or authority to bind or obligate DCS in any manner to any third party.

22. Force Majeure. Neither DCS nor Licensee shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, or communications failures.

23. Export Laws. For all or any portion of the Licensed Software exported, re-exported, transported or transmitted outside the United States by any means, including without limitation, by physical delivery, email, electronic transmission, or download from a web site, Licensee shall comply fully with all relevant export laws and regulations of the United States to assure that neither the Licensed Software nor any direct product thereof, is exported directly or indirectly whether pursuant to a permitted transfer, or otherwise pursuant to the terms of this Agreement, in violation of the United States law. Upon request, DCS shall provide relevant information regarding DCS's compliance with such laws and regulations.

24. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

25. Governing Law. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law.

EXHIBIT B

CUSTOMIZATION AND IMPLEMENTATION DEFINITION

These Customization and Implementation Terms are intended to be part of the attached License Agreement made and entered into by and between DCS and Licensee. Customization and Implementation Terms may be discontinued or terminated independent of the License Agreement, as provided below.

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined shall have the same meaning as set forth in the body of the Agreement. As used herein, the following words shall have the meanings set out below.

2. Customization and Implementation Services. DCS shall be under no obligation to customize DCS Product(s) or to provide services for the implementation of the Licensed Software; however, DCS may agree to customize DCS Product(s) and/or to provide implementation services in accordance with a written Work Order mutually agreed upon and executed by the parties. The following administrative control procedures shall control any such Work Orders for customizations or implementation services, or change orders for any such services previously agreed upon: (i) Licensee shall submit a written request to DCS in detail sufficient to evaluate the scope of such requested work; and (ii) DCS shall promptly evaluate same and send a written summary of such evaluation and acceptance or non-acceptance to Licensee. Licensee may respond with additional requests, and this process shall be followed continuously until either party declines to continue, or upon the execution of a mutually agreeable Work Order. DCS shall be the sole and exclusive owner of all Proprietary Rights embodied in any customizations made to the DCS Product(s). Licensee hereby transfers and assigns to DCS any rights Licensee may have in any such customizations.

3. Fees for T&M Services. Except to the extent agreed otherwise in a Work Order executed by both parties, DCS shall provide customization and implementation services on a time and materials ("T&M") basis; that is, (i) Licensee shall pay DCS for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rate for such services shall be DCS's current standard hourly rate (**$125.00**) when such services are provided. Any monetary limit stated in a Work Order for T&M services shall be an estimate only for Licensee's budgeting and DCS's resource scheduling purposes. If the limit is exceeded, DCS will cooperate with Licensee to provide continuing services on a T&M basis. DCS shall invoice Licensee monthly for T&M services, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from receipt of invoice.

4. Services Warranty. DCS warrants that any services performed under this Exhibit will be performed in a good and workmanlike manner and consistent with generally accepted industry standards. Other than as stated herein, DCS MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES UNDER THIS EXHIBIT.

26. Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Diversified Computer Services, LLC	Lauderdale County Commission
By: James D Floyd Dan Floyd	By: Danny Pettus
Title: Managing Member	Title: Chairman
Date: 8/26/2025	Date: 8-25-2025

EXHIBIT A
TECHNICAL SUPPORT DEFINITION

These Technical Support Terms are intended to be part of the attached Software License Agreement made and entered into by and between DCS and Licensee. These Technical Support Terms may be discontinued or terminated independent of the Software License Agreement, as provided below.

1. Support Hours for Telephone and Email. DCS shall assign DCS Support Contact(s) to DCS's telephone and email "help desk" at least from 9:00 a.m. to 4:00 p.m., Central time, Monday through Friday, excluding national holidays (the "Support Hours").

2. Critical Problems. For Critical Problems with Licensed Software reported by telephone, if Licensee is unable to contact a DCS Support Contact with Licensee's initial call, a DCS Support Contact will use commercially reasonable efforts to return the call within four (4) hours if Licensee's call is made within the Support Hours, or within four (4) hours after the start of the next Support Hours if Licensee's call is made outside Support Hours. DCS shall use commercially reasonable efforts to promptly fix on a priority basis any Critical Problem. For purposes hereof, the term "Critical Problem" shall mean a Licensed Software error (i) which renders the Licensed Software inoperative or causes the Licensed Software to substantially fail, or (ii) which substantially degrades the performance of the Licensed Software or materially restricts use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.

3. Routine Support. For Routine Support requests reported by email or by telephone, a DCS Support Contact shall use commercially reasonable efforts to respond by email or by telephone within twenty-four (24) hours if Licensee's call is made within the Support Hours, or within twenty-four (24) hours after the start of the next Support Hours if Licensee's call is made outside the Support Hours. DCS shall use commercially reasonable efforts to respond to questions or to fix Routine Support issues. For purposes hereof, the term "Routine Support" shall mean (i) a question regarding the use or operation of the Licensed Software, or (ii) an error which causes only a minor impact on the use of the Licensed Software. Licensee acknowledges that the Licensed Software is complex and may not be error free and that all errors, if any, may not be correctable or avoidable.

4. Exclusions. DCS will not be responsible for failure to correct a problem or to the extent that DCS is unable to replicate the problem, or if the problem is caused by (i) misuse of the Licensed Software, (ii) failure by Licensee to utilize compatible computer and networking hardware and software, (iii) interaction with software or firmware not provided by DCS, (iv) any change in applicable operating system software, (v) the failure of Licensee to install Updates to the Licensed Software provided by DCS, or (vi) a problem not caused by the Licensed Software. In any such event, DCS will advise Licensee and, upon request, will provide such assistance as Licensee may reasonably request with respect to such problem at DCS's standard hourly rate (**$125.00**) for support.

5. Support Contacts. DCS shall maintain a sufficient number of technical support personnel to ensure prompt responses to Licensee during Support Hours, and Licensee shall designate one of its employees as its principal technical contact for technical support issues under these Technical Support Terms (each being a Support Contact). Licensee may change its technical contact upon giving written notice to DCS of the name of the new Support Contact.

6. Cooperation. Licensee acknowledges (i) that certain services to be provided by DCS regarding Critical Problems and Routine Support may be dependent on Licensee providing certain data, information, assistance, or access to Licensee's systems, (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of such services by DCS. The parties agree that any delay or failure by DCS to provide services hereunder which is caused by Licensee's failure to provide timely Cooperation reasonably requested by DCS shall not be deemed to be a breach of DCS's performance obligations under this Agreement.

7. Upgrades and Updates; Version Limitations on Support. DCS may release Updates and/or Upgrades for the Licensed Software. During the term of this Agreement, (i) Updates will be provided to Licensee at no additional charge, and (ii) Upgrades shall be made available at DCS's published price and terms. For purposes hereof, the term "Update" shall mean revisions or additions to the Licensed Software which are intended to correct errors, improve efficiency, or to incorporate additional or alternative functionality (as indicated by a number to the right of the decimal, e.g. 2.1). Licensee will use reasonable efforts to implement any Update as soon as practicable after receipt. DCS agrees that no Update or Upgrade will adversely affect form, fit, function, reliability, safety or serviceability of the Licensed Software. Following the release of any Update, DCS will continue to provide technical support services under these Technical Support Terms for the then current and immediately preceding Update release. DCS shall not be obligated to provide technical support services under these Technical Support Terms for Updates that are not the then current or immediately preceding Update release.

8. Term of Support. Licensee will be entitled to receive technical support services under these Technical Support Terms at no additional charge during the term of this Agreement, and such services shall cease upon the expiration or termination of such subscription license.

9. Termination. Notwithstanding anything to the contrary contained herein, in the event this Agreement is terminated for any reason, these Technical Support Terms shall also terminate at the same time without further notice.

10. Installation. This Agreement does not include installation of the Licensed Software, Updates, or Upgrades. Upon request by Licensee, DCS shall assist Licensee with respect to such installation at DCS's standard hourly rate (**$125.00**) for support.

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the attached 2025-2026 Contract for Southern Health Partners. File Attached.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

Roger Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

Southern Health
Partners

August 13, 2025

Sheriff Joe Hamilton
Lauderdale County Sheriff's Office
Post Office Box 1710
Florence, AL 35631

Re: Health Services Agreement

Dear Sheriff Hamilton:

I hope this letter finds you well and pleased with SHP's program of services at the Jail.

I am writing to acknowledge annual pricing for continuation of the current contract for the October 2025-2026 period. We place strong value in working with the Sheriff's Office, and as always, encourage you to reach out with questions or to discuss any aspects of the services we provide.

The pricing below is based on my email from June 2025. As mentioned, SHP will need an adjustment of 3% on the base fee and per diem rate this year. We continue to see unprecedented wage inflation and competition for skilled nursing staff. We commonly contend with local hospitals, facilities and agencies offering wage rates far in excess of our site budgets and need to make sure we can account for now-current costs of providing competitive salaries/benefit packages to retain the best staff and maintain contract staffing levels. With correctional staffing being a unique and ongoing challenge, we continue to work vigorously, investing in innovative workforce strategies, to attract, hire and retain staff in order to assure a stable program delivering consistent, quality care.

Labor costs are one very critical area of our operating budget, among many other ever-increasing costs of doing business in the healthcare field. Employee benefits and professional liability insurance are other examples of must-have large cost items with premium rates continuing to increase dramatically industry-wide, outside the control of SHP. Be assured we also take into consideration site-specific circumstances in review of each customer contract individually before formulating renewal pricing. Despite being faced with rising costs, we do absorb as much as we reasonably can in an effort to keep annual adjustments for customers as minimal as possible.

Going forward, we will also need to plan for a few modifications to the existing terms of the Agreement, to restructure along the same lines as how our newer contracts are priced considering now-current industry standard. We will need to shift the costs of labs, over-the-counter medications, medical supplies and medical hazardous waste disposal from the base fees to the cost pool. Under this new structure, the 3% increase should be sufficient, sharing costs through the pool to help offset an otherwise higher annual adjustment that would be needed to get all operating cost-items and expenses adequately accounted for under the site budget if we were to continue under the existing terms. The costs of labs, over-the-counter medications, medical supplies, and medical hazardous waste disposal will still be paid for by SHP (with the County continuing to receive the benefit of SHP's bulk pricing discounts from our various vendors and with SHP continuing to monitor the costs/processes under our regular practices), but the amounts will be applied toward the cost pool accounting totals to accrue against the annual pool limitation. Only if the annual limit is used up fully for any given contract period, SHP would then, at that point, begin to seek reimbursement from the County for any excess costs.

2030 Hamilton Place Boulevard, Suite 140
Chattanooga, TN 37421

In addition to our existing services, we have included the addition of the "Overwatch" system which is a wireless wearable health sensor. This will provide for five (5) wearable sensors which provide for automated real time monitoring for individuals in custody. The cost of this agreement is $21,211.72 for the first year and is included in the total contract price of $684,958.80. This 4Sight Labs annual agreement drops to $13,812.50 per year for subsequent years.

The adjustments this year will help us ensure our commitment to providing an exceptional program of care, continuing to meet the wide-ranging needs of the incarcerated population and achieving positive outcomes for our patients. A summary, based on the 3% pricing, amended cost-responsibility terms and "Overwatch" system, is provided below. Notice the outside cost pool limit will adjust from the prorated amount of $59,682.24 (applicable to the current shortened period) to the full 12-month limit of $84,000.00.

Contract Period: October 1, 2025, through September 30, 2026	
Base annualized fee (with change to move costs of labs, over-the-counter medications, medical supplies and medical hazardous waste disposal from the base fees to the cost pool):	$684,958.80 ($57,079.90 per month)
Per diem rate greater than 350 inmates:	$1.59
Annual outside cost pool limit:	$84,000.00

Again, please feel free to call or email me should you have questions about any of the terms of our renewal or contract services. I'll be happy to help. My email is carmen.hamilton@southernhealthpartners.com, and my direct line in the NC/SC Regional Office is 803-802-1492.

This letter will be yours to keep on file with your contract, and I will ask you to kindly return a signed copy to me for SHP's historical record at your earliest convenience. A scan to email will be fine. Except as stated herein, or as may be amended or modified in writing by mutual agreement of the parties, all provisions of the contract will remain in full force and effect.

Thank you for your continued trust and partnership. We look forward to another successful year together.

Sincerely,

C. Hamilton

Carmen Hamilton
Contracts Manager

LAUDERDALE COUNTY, AL
BY:

Danny Pettus

/cph

cc: Director Matt Burbank

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman to sign the attached documents in regards to the Purdue bankruptcy settlements and several small secondary settlements on the Opioid lawsuit.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Lauderdale County	State: Alabama
Authorized Official: Danny Pettus	
Address 1: P.O. Box 1059	
Address 2:	
City, State, Zip: Florence, AL 35631	
Phone:256-760-5750	
Email: bslatton@lauderdalecountyal.gov	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   h. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   i. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/*.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

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[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    > **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: ______________________

Name: _____Danny Pettus_____________

Title: _____Chairman________________

Date: _______8/25/25________________

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Lauderdale County Commission	State: Alabama
Authorized Official:	Danny Pettus
Address 1:	P.O. Box 1059
Address 2:	
City, State, Zip:	Florence, AL 35631
Phone:	256-760-5750
Email:	bslatton@lauderdalecountyal.gov

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

    General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

    A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: Danny Pettus

Name: Danny Pettus

Title: Chairman

Date: 8/25/25

SECONDARY OPIOID MANUFACTURER ALLOCATION AGREEMENT

The State of Alabama, acting through its Attorney General, has reached separate agreements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus to resolve the State's claims against those companies and their related entities. That agreement is dependent on participation by litigating subdivisions, certain litigating county health departments and/or boards of health, certain litigating public hospitals, and certain non-litigating subdivisions. Accordingly, the State of Alabama and its Political Subdivisions, subject to Council, Commission, or Board resolution or other formal action as may be required, hereby enter into this Agreement relating to the execution of the settlement agreement between the State and the Secondary Opioid Manufacturers and the allocation and use of the proceeds to be paid pursuant to that settlement.

A. Definitions

As used in this Agreement:

1. "The State" shall mean the State of Alabama acting through its Attorney General.

2. "Political Subdivision(s)" shall mean any Alabama municipality, county, municipal agency, county agency, or any combination of two or more Alabama municipalities, counties, or municipal agencies, other than those defined as Governmental Public Health Entities, whose participation is required by the secondary opioid manufacturers' settlement agreements.

3. "Governmental Public Health Entities" shall mean Alabama's Health Care Authorities, Boards of Health, and other public hospitals whose participation is required by the secondary opioid manufacturers' settlement agreements, or that are otherwise included in the definition of "Special District," "Health District," "Hospital District," or "Subdivision" within the secondary opioid manufacturers' settlement agreements.

4. "Local Government Executive Committee" shall mean the Local Government and Governmental Public Health Entity Executive Committee appointed by the Montgomery County Circuit Court to, among other things, work with the Attorney General on behalf of the Political Subdivisions and Governmental Public Health Entities to develop an allocation agreement for the sharing and use of opioid abatement funds.

5. "The Parties" shall mean the State of Alabama, the Political Subdivisions, and the Governmental Public Health Entities.

6. The "Receiver" shall be the person, company, or entity that is appointed by the Circuit Court of Montgomery County, Alabama to establish and administer the Qualified Settlement Fund or other vehicle for administering the funds to be paid to the Political Subdivisions and Governmental Public Health Entities as set forth in Section B below.

7. "Settlement Funds" shall mean funds obtained pursuant to the State of Alabama's settlement agreement with the Secondary Opioid Manufacturers.

8. The "Subdivision and Governmental Public Health Entity Share" shall mean the allocation percentage earmarked for the Political Subdivisions and Governmental Public Health Entities as set forth in Section B.1.

9. "Secondary Opioid Manufacturers" shall mean Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus and any other entities qualifying as a "released entity" under the settlement agreements with each individual company.

10. "Alvogen" shall mean Alvogen, Inc. and any other entities qualifying as a "released entity" under Section I, Paragraph EEE of the settlement agreement, including those entities identified in Exhibit J to the agreement.

11. "Amneal" shall mean Amneal Pharmaceuticals LLC and any other entities qualifying as a "released entity" under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

12. "Apotex" shall mean Apotex Corp. and any other entities qualifying as a "released entity" under Section I, Paragraph GGG of the settlement agreement, including those entities identified in Exhibit J to the agreement.

13. "Hikma" shall mean Hikma Pharmaceuticals USA Inc., formerly known as West-Ward Pharmaceuticals Corp. and any other entities qualifying as a "released entity" under Section I, Paragraph JJJ of the settlement agreement, including those entities identified in Exhibit J to the agreement.

14. "Indivior" shall mean Indivior Inc. and any other entities qualifying as a "released entity" under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

15. "Mylan" shall mean Viatris, Inc. and any other entities qualifying as a "released entity" under Section I, Paragraph HHH of the settlement agreement, including those entities identified in Exhibit J to the agreement.

16. "Sun" shall mean Sun Pharmaceutical Industries, Inc. and any other entities qualifying as a "released entity" under Section I, Paragraph III of the settlement agreement, including those entities identified in Exhibit J to the agreement.

17. "Zydus" shall mean Sydus Pharmaceuticals (USA) Inc. and any other entities qualifying as a "released entity" under Section I, Paragraph DDD of the settlement agreement, including those entities identified in Exhibit J to the agreement.

B. Allocation of Settlement Proceeds

1. The State, Political Subdivisions, and Governmental Public Health Entities shall divide settlement funds recovered by the State with 40% going to the Political Subdivisions, 10% going to the Governmental Public Health Entities, and 50% going to the State.

2. To the extent practicable, the Secondary Opioid Manufacturers will make payment of the Subdivision and Governmental Public Health Entity Share directly to the Receiver appointed to distribute the Subdivision and Governmental Public Health Entity Share. The Receiver shall place those funds in trust until the Special Master provides instructions as to the allocation percentages for each Political Subdivision and Governmental Public Health Entity eligible to receive a settlement payment.

3. It is anticipated that Joseph Tann, who has been appointed by the Montgomery County Circuit Court as Special Master, will continue in that role and that he shall set allocation percentages with finality for all Alabama Political Subdivisions and Governmental Public Health Entities as defined herein that are eligible to receive an award payment. The Special Master's allocation to the Political Subdivisions will be calculated on a pro rata basis utilizing the allocation metrics developed within MDL 2804 for purposes of illustrating how a proposed Negotiation Class would have worked in that litigation ("the MDL Calculator") for each town, city, and county entitled to share in the Subdivision Share. The Special Master's allocation to the Governmental Public Health Entities will be calculated using the methodology decided upon by Hon. Sally Shushan in an arbitration proceeding and as applied in prior opioid-related settlements. The Parties may not cancel or terminate this Agreement based on the Special Master's allocation.

4. The Special Master shall provide his final recommendation to the Parties as soon as practicable.

5. Counsel for each Political Subdivision and Governmental Public Health Entity will be responsible for providing to the Receiver all necessary instructions for effectuating payment, such as check or wiring instructions, signed W-9s, and any other documentation required for accounting or distribution purposes.

6. Irrespective of allocation, all Settlement Funds, other than those amounts apportioned to pay Subdivision Fees and Costs pursuant to Section VII.B of the Settlement Agreement, shall be used in a manner consistent with the List of Opioid Remediation Uses set out in Exhibit E to the settlement agreement. document, with the exception of those funds that may be paid to counsel under the terms of the settlement agreement.

C. Payment of Counsel and Litigation Expenses

1. Nothing in this Agreement shall supersede, modify, alter, or substitute any contingency fee agreements the State, Political Subdivisions, or Governmental Public Health Entities have with their respective outside counsel.

2. Counsel for any Political Subdivision or Governmental Public Health Entity who seeks to recover attorneys' fees from settlement funds shall first seek to recover such fees from the attorney fee funds described in each settlement agreement in order to pay or offset such fees. For such purposes, the Parties agree that Special Master Joseph C. Tann will calculate an allocation of any fee fund on a pro-rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

3. The Parties further agree that a supplemental attorneys' fee fund (the "Deficiency Fund") was previously created and is utilized for all Alabama opioid-related settlements. The Deficiency Fund shall continue to operate as it has for prior Alabama opioid-related settlements. Specifically, administration of the Deficiency Fund shall remain the responsibility of Special Master Tann. The costs of administration of the Deficiency Fund may be paid out of the Deficiency Fund. The Deficiency Fund is to be used to compensate counsel for the Political Subdivisions and Governmental Public Health Entities that are entitled to share in settlement proceeds. Eligible contingent fee contracts shall have been executed on or before the effective date of any such settlement.

4. The Deficiency Fund shall be funded as follows: (a) the total of 25% of the Political Subdivision Share plus 25% of the Governmental Public Health Entity Share of each payment that is allocated for that Settlement, unless a contingency fee agreement with a Political Subdivision or Governmental Public Health Entity calls for a fee of less than 25%, in which case the lesser percentage will be used to calculate that subdivision's or entity's contribution to the Deficiency Fund, reduced by (b) the total Political Subdivision and Governmental Public Health Entity fee fund created by a settlement and referenced herein. These funds shall be deposited to the Deficiency Fund prior to distribution to the Participating Political Subdivisions and Governmental Public Health Entities. Contingent fee contracts used for these calculations shall be capped at 25% or the actual contract rate, whichever is less.

5. Special Master Tann will create a mathematical model to calculate attorneys' fees awards from the Deficiency Fund. The factors to be included in the mathematical model are: (a) the same allocation percentage Special Master Tann assigns to each Political Subdivision; and (b) the contingency fee percentage originally agreed upon, in writing, by the attorney and its Political Subdivision client. Political Subdivision contingent fee contracts shall not exceed 25% or the actual contract rate, whichever is less. Eligible contingent fee contracts shall be executed as of September 7, 2023.

6. To the extent that funds paid from a Political Subdivision and Governmental Public Health Entity fee fund in the designated amounts or percentages are inadequate to fully pay amounts due under contingent fee contracts, funds shall be distributed to private counsel for Political Subdivisions and Governmental Public Health Entities qualified to participate in a settlement on a pro rata basis using the same allocation percentage Special Master Tann assigns to each Political Subdivision and Governmental Public Health Entity.

7. Any funds remaining in the Deficiency Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Political Subdivisions and Governmental Public Health Entities and be allocated to the sources from which they derived.

8. Neither the Special Master, any payment vendor or Receiver contemplated by Sections B.2 or B.3 herein, nor the State of Alabama, bear any responsibility or liability for any Political Subdivision's counsel's fee arrangements with referral attorneys, affiliated counsel, and the like.

D. Conflicts With Other Agreements

By entering into this Agreement, the Parties agree and acknowledge that the distribution, expenditure, and oversight of Settlement Funds as discussed herein shall be governed by this Agreement. In the event that any term contained in this Agreement conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Alabama, the Parties agree that the terms of this Agreement, including any exhibits attached hereto, shall govern.

E. Jurisdiction

The Parties agree to submit and consent to the exclusive jurisdiction of the Montgomery County Circuit Court, Judge J.R. Gaines, for the resolution of any disputes arising under this agreement.

SECONDARY OPIOID MANUFACTURER
ALLOCATION AGREEMENT SIGN-ON

The undersigned, as a duly appointed representative of the County/City of Lauderdale, has read the attached Secondary Opioid Manufacturer Allocation Agreement, understands its terms, and agrees to be bound by those terms.

Done, this 25 day of August, 2025.

Danny Pettus
Name

Chairman
Title

Danny Pettus
Signature

City/County of Lauderdale

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the attached items to be removed from inventory. Please see attached list.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

ATTEST:

Todd Nix, Commissioner

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

Lauderdale County Sheriff's Department

P.O. Box 1710
Florence, Alabama 35631
256-760-5757
Joe Hamilton– Sheriff

County Commission: 08-19-2025

The following items no longer work and need to be taken off inventory:

CO#	Serial #	Description
9447	5CG0481LCT	HP EliteBook 850 G7 laptop
	2MO0313ZSH	HP Pavilion PC Desktop
9699	5CG2417PCT	HP EliteBook 860 G9 laptop
	F5RKP11YDFHW	iPad
8721	5CG7500N53	HP ProBook 650 G2 laptop
8725	5CG7500N3W	HP ProBook 650 G2 laptop
7976	CNU338BJX7	HP EliteBook 8470p
8386	CND54409LS	HP ProBook 430 G2
9703	5CG2417PC5	HP EliteBook 860 G9

Thank you,

Sheriff Joe Hamilton

All items taken to the Recycle Center.

Reggie Gamble

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves the Chairman to sign the attached Brush Creek Park Improvement Grant. File Attached.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner

Office of the Governor

Kay Ivey
Governor

State of Alabama

Alabama Department of Economic
and Community Affairs

Kenneth W. Boswell
Director

August 20, 2025

The Honorable Danny Pettus
Chairman of the Lauderdale County Commission
Post Office Box 1059
Florence, Alabama 35631-1059

Re: Land and Water Conservation Fund (LWCF) Project 24-LW-1103
Brush Creek Park Improvements - $369,425.00

Dear Chairman Pettus:

Congratulations on being selected to participate in the Land and Water Conservation Fund. Attached is a copy of your grant agreement. Please print, sign, scan, and email the executed grant agreement to Ms. LaToya Edwards at latoya.edwards@adeca.alabama.gov, along with a resolution of the governing body accepting the offer of financial assistance. The resolution must include a commitment to provide the required matching share ($369,425.00 or 50% of the total project cost). Additionally, you must complete, scan, and email the first page of the completed Form W-9 Request for Taxpayer Identification Number and Certification (Rev. March 2024), and the Certification Form and retain the originals in your project file. For your convenience, electronic versions of these forms can be found at https://adeca.alabama.gov/lwcf/lwcf-implementation-documents/.

Should you have any questions regarding this information, please contact Ms. Edwards, Recreation Unit Chief, at the email address above or by telephone at (334) 242-5382.

Sincerely,

AWT

Kenneth W. Boswell
Director

KWB:LE:km
Attachments
cc: Ms. Brenda Bryant, Lauderdale County Administrator
Mr. Robert Cooper, Regional Planner, NACOLG

Land and Water Conservation Fund
State's Program

ALN 15.916

STATE OF ALABAMA)
MONTGOMERY, ALABAMA)

AGREEMENT NO. **24-LW-1103**

SUBAWARD AGREEMENT

THIS AGREEMENT is effective as of this **31st** day of **July 2025**, by and between the **Lauderdale County Commission** (Subrecipient) and the Alabama Department of Economic and Community Affairs (ADECA).

Subrecipient's Name: Lauderdale County Commission

Subrecipient's Unique Entity Identifier Number: ZLPKAANNT4N5

Federal Award Identification Number (FAIN): P25AP01165

Federal Award Date: July 30, 2025

Subaward Period of Performance Start Date and End Date: July 31, 2025, through January 31, 2027

Subaward Budget Start Date and End Date: July 31, 2025, through January 31, 2027

Amount of Federal Funds Obligated by this Agreement: $369,425.00

Total Amount of Federal Funds Obligated to Subrecipient: $369,425.00

Total Amount of Federal Award: $369,425.00

Total Project: $738,850.00 **Subrecipient Amount:** $369,425.00

ADECA Percentage: 50% **Subrecipient Percentage:** 50%

Project Name: Brush Creek Park Improvements

Federal Award Project Description: Create new playground facilities to include playground equipment and landscaping and provide electrical upgrades to the campgrounds to include electrical RV hook-ups for 18 spots, a pad for a new transformer, RV distribution breaker panels, and pedestals with receptacles at each RV parking spot at Brush Creek Park.

Name of Federal Awarding Agency: U.S. Department of the Interior (DOI)

Pass-through Entity: ADECA

Contact Information for Pass-through Entity's Official: Kenneth W. Boswell, ADECA Director/State Liaison Officer

Identification of Whether Subaward is Research and Development: No

Indirect Cost Rate for Federal Award: 0%

WITNESSETH THAT:

WHEREAS ADECA desires to engage the Subrecipient to carry out certain activities or services hereinafter described in connection with an undertaking which is expected to be financed or partially financed through the Federal Assistance authorized under the State's Land and Water Conservation Fund Program (LWCF) Program.

NOW THEREFORE, the parties hereto do mutually agree as follows:

ADECA hereby agrees to engage the Subrecipient, and the Subrecipient hereby agrees to carry out the activities hereinafter set forth in connection with the State's LWCF Program administered by ADECA, under LWCF Project Number **24-LW-1103** made to the Subrecipient from the Federal Award (FAIN **P25AP01165**) identified herein above.

The Subrecipient, in assisting ADECA during the period of this Agreement and with the Federal Assistance provided for in this Agreement, shall perform all the necessary services stated in this Agreement.

Upon execution of this Agreement, ADECA agrees to provide to the Subrecipient the Federal Assistance under Public Law 88-578, as amended. The funding agency is the National Park Service (NPS) of the DOI. The award of funds is made under the title of Outdoor Recreation Acquisition, Development and Planning (popular name, LWCF) Grant Funds. Such Federal Assistance is subject to the terms and conditions of this Agreement, all applicable laws, and regulations, and all other requirements of ADECA, the State, or the DOI, now or hereafter in effect. This Agreement is effective with respect to such Federal Assistance as of the date specified above, and consists of (1) the Letter of Award and submissions made with respect thereto; (2) the Subrecipient's ADECA-approved Application specified herein, including any assurances, certifications, maps, schedules, and other submissions; (3) the U.S. Department of the Interior LWCF Program Regulations published at 36 C.F.R. Part 59, and State Policies; (4) the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72*, and by extension any *ADECA Land and Water Conservation Fund (LWCF) Administrative Manual* and any addendums thereto; (5) the DOI Standard Award Terms and Conditions (effective December 2, 2019); and (6) the following Terms and Conditions:

A. DEFINITIONS

Except to the extent modified or supplemented by this Agreement, any term defined in the Land and Water Conservation Fund Act of 1965, as amended, 54 U.S.C. §§ 200301–10, shall have the same meaning when used herein.

1. "Agreement" means this Agreement as described above, and any amendments or supplements hereto.

2. "Applicant" means the entity designated as such in the Letter of Award and herein as the Subrecipient.

3. "Application" means the Subrecipient's Application for Federal Assistance that has been approved by ADECA and designated as such per the Letter of Award.

4. "Certifications" means the certifications submitted with the grant application and the certifications listed in the Letter of Award.

5. "Federal Assistance" means the Federal assistance, grant(s), funds, and any loan(s) secured by loan guarantee(s), provided by ADECA to the Subrecipient under this Agreement.

6. "Federal Award" means the Federal grant awarded from the Federal awarding agency to the State of Alabama and administered by ADECA as the State Administering Agency, and which is identified by its "Federal Award Identification Number" (FAIN). Herein this Agreement, the Federal Award is FAIN **P25AP01165**.

7. "Manual" means the *Land and Water Conservation Fund State Assistance Program, Federal Financial Assistance Manual, Volume 72.*

8. "Program" means the LWCF Program, project, or other activities, including the administration thereof, with respect to which Federal Assistance is being provided under this Agreement.

9. "State" means the State of Alabama.

10. "Subrecipient" means the entity signing this Agreement who is the Applicant or entity designated as a recipient for grant or loan assistance in the Letter of Award.

11. "NPS" means the National Park Service, United Sates Department of the Interior.

12. "Director" means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

13. "Secretary" means the Secretary of the Department of Interior, or any representative lawfully delegated the authority to act for such Secretary.

14. "Land and Water Conservation Fund" or "LWCF" means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 STAT 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

15. "Project" means the LWCF grant, which is subject to the Agreement and/or its subsequent Amendments.

B. SCOPE OF SERVICES

1. The Subrecipient agrees to do, perform, and carry out in an expedient, satisfactory, and proper manner, as determined by ADECA, the work activities and administrative services described in the Subrecipient's ADECA-approved Application submitted for Federal Assistance under this LWCF project and the terms of this Agreement. The Subrecipient further agrees that all activities carried out under the terms of this Agreement shall satisfy all requirements of ADECA and shall be as described in the

Subrecipient's ADECA-approved Application unless otherwise expressly directed by ADECA.

2. The Subrecipient agrees to permit and to facilitate reviews by ADECA of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement at Montgomery or at other places as ADECA may determine.

3. The Subrecipient shall submit to ADECA progress reports describing the progress of the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement when requested by ADECA.

C. CHANGES

1. ADECA or the Subrecipient may, from time to time, request changes in the scope of services to be performed by the Subrecipient under this Agreement. Such changes, including any increase or decrease in the amount of the Subrecipient's compensation, which are mutually agreed upon by and between ADECA and the Subrecipient, shall follow ADECA's governing policy and be incorporated in written amendments to this Agreement.

2. Notwithstanding the terms stated in Section C.1. herein this Agreement, ADECA may, from time to time, approve a revision to the Subrecipient's budget document and/or scope for the LWCF project under this Agreement without a formal written amendment to this Agreement. However, for such revision to be valid, it shall be approved by ADECA. In no case shall the revision change the total amount of compensation identified under the terms stated in Section F., below, without a formal amendment to this Agreement.

D. PERSONNEL

1. It shall be the responsibility of the Subrecipient, when necessary, to hire personnel or to contract or subcontract for the work to be performed as set out in the Scope of Services, to include the work activities and administrative services described in the Subrecipient's ADECA-approved Application and herein this Agreement. All persons so hired or under contract or subcontract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

2. The Subrecipient shall provide to ADECA a sampling of all contracts and subcontracts for said work or services as and when requested by ADECA.

E. TIME OF PERFORMANCE

The Subrecipient shall commence performance of this Agreement on **July 31, 2025.** The full Grant amount shall be expended by **January 31, 2027.**

1. ADECA retains the right to rescind any part, or all, of the Federal Assistance committed by this Agreement and the Letter of Award. Such right may be exercised if action or the lack of action by or on behalf of the Subrecipient indicates to ADECA that the work activities and administrative services described in the Subrecipient's ADECA-approved Application, or the terms of this Agreement are not adhered to or are not progressing according to this Agreement.

2. The Subrecipient by execution of this Agreement certifies that the Subrecipient will implement the work activities and administrative services described in the Subrecipient's ADECA-approved Application and the terms of this Agreement, substantially in compliance with this Agreement, and that failure to do so may affect the Subrecipient's continued capacity to participate in ADECA's future Federal Assistance and other funding decisions.

F. METHOD OF PAYMENT

1. ADECA and the Subrecipient have agreed upon a total payment of LWCF funds not to exceed **$369,425.00.**

2. The Subrecipient will be paid on an advance payment basis if it maintains a cash management plan, maintains or demonstrates the willingness and ability to maintain both written procedures to minimize the transfer of funds, and their disbursement by the Subrecipient and financial management systems that meet the standards for fund control and accountability in accordance with 2 C.F.R. § 200.305. If the advance requested exceeds thirty (30) days, the Subrecipient must provide a written explanation with the invoice requesting advance funds and is subject to approval by ADECA. Source documentation and a follow-up invoice must be submitted to account for the actual expenditures made against advances.

3. The Subrecipient will be paid on a reimbursement basis when the above requirements for advances cannot be met, the Federal awarding agency has specific conditions per 2 C.F.R. § 200.305, or the Subrecipient requests, in writing, payment by reimbursement.

4. The Subrecipient agrees to match the expenditures incurred in the execution of activities stated herein with matching cash or "in-kind" services as shown in the approved (original or revised) LWCF Project Cost Estimate. Payment of funds are subject to and dependent upon the availability of Federal funds awarded to ADECA for the program purposes herein stated.

5. This Agreement, authorized by the State of Alabama on **July 31, 2025**, under the Letter of Award of State LWCF funds for LWCF Project Number **24-LW-1103** is hereby accepted by the Subrecipient.

6. The Subrecipient agrees to comply with, and to accept responsibility for compliance by any private non-profit entity carrying out LWCF grant activity on behalf of the Subrecipient in accordance with, the terms and conditions of this Agreement, applicable laws, applicable regulations, and all requirements of ADECA, the State, or the DOI, now or hereafter in effect, pertaining to the Federal Assistance provided.

7. The Subrecipient must invoice no less than quarterly but may invoice as often as once a month. All invoices must be cleared within sixty (60) days of the close of the Agreement and appropriate backup data must be furnished with each invoice in accordance with ADECA's LWCF Policy.

8. In addition to the above clauses, the Subrecipient, and its contractors and subcontractors, shall agree with and adhere to the terms stated in Section L., below.

G. CLOSEOUT PROCEDURES

Within 90 days of the project completion date (when all work on a project is completed, or the date the project expires, whichever comes first), the Subrecipient shall follow the ADECA Federal Initiatives and Recreation Division's established LWCF Program closeout procedures when closing the LWCF project under this Agreement. The Subrecipient may access ADECA's LWCF Program closeout documents from the ADECA Federal Initiatives and Recreation Division's LWCF Program staff and on the ADECA website at www.adeca.alabama.gov.

H. RECORD RETENTION

1. Financial records, supporting documents, statistical records, and all other Subrecipient (to include ADECA, the Subrecipient, contractors, and subcontractors) records pertinent to a Federal award (to include the LWCF project under this Agreement) must be retained for a period of at least three years from the date of ADECA's submission of the final expenditure report on this Federal Award to the U.S. Department of the Interior, or for Federal awards that are renewed quarterly or annually, from the date of ADECA's submission of the quarterly or annual financial report, respectively, as reported to the U.S. Department of the Interior (as the Federal awarding agency) or pass-through entity (the State, and ADECA) in the case of the Subrecipient.

2. Because Federal agencies (to include the DOI) may have different record retention requirements, each of ADECA's Divisions will have its own record retention requirements so as to comply with the appropriate Federal record retention requirements. For the ADECA Federal Initiatives and Recreation Division's LWCF Program record retention requirements applicable to this Federal Award and the LWCF project under this Agreement, the following record retention requirements are applicable:

All Subrecipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 C.F.R. § 200.333–337.

3. When applicable, the Subrecipient, contractors, and subcontractors shall comply with the Alabama Competitive Bid Law (Ala. Code § 41-16-54), which requires that all original bids, together with all documents pertaining to the award of a contract, shall be retained in accordance with a record retention period of at least seven (7) years.

I. INCORPORATION OF SUBMISSIONS MADE UNDER THE LETTER OF AWARD

The submissions made pursuant to the Letter of Award are incorporated into this Agreement by reference to said Letter. The Subrecipient, by execution of this Agreement, further certifies that:

1. The Subrecipient has complied with all applicable requirements of 36 C.F.R. Part 59, and the Subrecipient's applicable environmental review forms will be submitted for approval by ADECA.

2. Where applicable, the Subrecipient has consulted with other State agencies, as appropriate, and has obtained applicable permits and/or has satisfied other conditions imposed from those State agencies which have authority to review LWCF project applications, and/or issue permits, and/or retain other responsibilities in regard to local or State projects.

J. OFFICE OF MANAGEMENT AND BUDGET (OMB) UNIFORM GUIDANCE FOR FEDERAL AWARDS

For any and all contracts or grants made by a non-Federal entity under a Federal award, the non-Federal entity must comply with 2 C.F.R. Part 200, the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which includes but is not limited to, subpart B, General Provisions; subpart C, Pre-Federal Awards Requirements and Contents of Federal Awards; subpart D, Post Federal Award Requirements; subpart E, Cost Principles; subpart F, Audit Requirements; and all accompanying appendices.

K. REQUIRED TERMS UNDER 2 C.F.R. § 200.327

For any and all contracts made by a non-Federal entity under a Federal Award, 2 C.F.R. § 200.327 requires provisions covering the following (as found in Appendix II to Part 200) be included and adhered to as applicable and unless specifically excluded by other Federal regulations:

1. TERMINATION OF AGREEMENT

(a) A clause addressing a termination for cause and convenience must be included in all contracts in excess of $10,000. The following provisions apply to termination under this grant agreement, whether termination by the Department or by the Subrecipient. The performance of work under this agreement may be terminated in whole or in part for the following circumstances:

(1) **Termination for Convenience**. This agreement may be terminated by either party with thirty (30) days written notice. Said notice shall specify the reasons for requesting such termination. If the Department determines that continuation of the work will serve no useful public purpose, this Agreement may be terminated by the Department and the Subrecipient shall be entitled to necessary expenses incurred through the date of termination or the date services are last provided, whichever occurs first.

(2) **Termination for Cause**. If, through any cause, the Subrecipient shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected within fifteen (15) days after such notice is given by the Department to the Subrecipient, the Department shall thereupon have the right to immediately terminate or suspend this Agreement by giving written notice to the Subrecipient of such termination or suspension and specifying the effective date thereof.

(b) In the event of termination, for either convenience or cause, all property, finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer tapes, computer programs, and reports prepared by the Subrecipient under this Agreement shall, at the option of the Department, and if in accordance with applicable State and Federal regulations, become the property of the Department. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

(c) Notwithstanding the above, the Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the Agreement by the Subrecipient, and the Department may withhold any payments to the Subrecipient for the purpose of setoff until such time as the exact amount of damages due the Department from the Subrecipient is determined.

2. HEARING ON APPEAL

(a) The Subrecipient shall have the right to appeal any determination to terminate made by the Department; however, if the Subrecipient has failed to submit its appeal, in writing, within ten (10) calendar days from written notice of the termination and/or has failed to request and receive approval from the Department for extension of such, then the Subrecipient shall have no further right of appeal.

(b) A hearing shall be conducted at the Department's offices in Montgomery, Alabama, or any other appropriate location at the Department's discretion, with a written notification of the time, place, and subject matter provided by the Department to the Subrecipient.

3. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 41 C.F.R. § 60-1.4(b) and Executive Order 11246 (as amended by Executive Order 11375), for any Federally assisted construction contract as defined by 41 C.F.R. § 60-1.3, contractors, during the performance of this Agreement, hereby agree as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work: Provided, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

4. COPELAND "ANTI-KICKBACK" ACT

For all prime construction contracts in excess of $2,000, the Contractor or Subrecipient shall comply with the Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations (29 C.F.R. Part 3), which prohibits a Contractor or Subrecipient from inducing any person employed in the construction, completion, or repair of a public work from giving up any compensation to which he or she is entitled to receive. In the event of a suspected or reported violation of the Copeland "Anti-Kickback" Act, the Department shall report such violation to the Federal awarding agency.

purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

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5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

In the event this Agreement or grant award is for an amount in excess of $100,000 and involves the employment of mechanics and laborers, the Contractor or Subrecipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701–08, specifically §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Said Act includes provisions which provide that a contractor must compute the wages of mechanics and laborers on the basis of a standard 40-hour work week. If an employee works in excess of 40 hours during a work week, the employee must be compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours. Further, neither a laborer nor a mechanic can be required to work in unsanitary, hazardous or dangerous conditions.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

In the event this Agreement or grant award is for an amount in excess of $150,000, the Contractor or Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. § 1251–1387. The Department shall report any suspected or reported violation to the Federal awarding agency and to the Environmental Protection Agency.

8. DEBARMENT AND SUSPENSION

(a) The Subrecipient is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal Assistance programs (Executive Orders 12549 and 12689).

(b) The Subrecipient shall require participants in lower tier covered transactions to include the certification on Government-wide Debarment and Suspension (Non-Procurement) for it and its principals in any proposal submitted in connection with such lower tier covered transactions (See 2 C.F.R. § 180.300). The Excluded Parties List System is available for access from the System for Award Management website at https://www.sam.gov.

(c) The Subrecipient certifies, by entering into this Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed from debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subrecipient.

(d) The Subrecipient certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subrecipients shall immediately notify the Department if any subcontractor becomes debarred or suspended, and shall, at the Department's request, take all steps required by the Department to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

9. BYRD ANTI-LOBBYING AMENDMENT

In the event this Agreement or grant award is for an amount exceeding $100,000, Contractors and Subrecipients shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, and shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. PROCUREMENT OF RECOVERED MATERIALS

The Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to 2 C.F.R. § 200.323(b), subrecipients are encouraged, to the extent practicable and permitted by law, to purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products, in keeping with Executive Order 14057.

11. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT OR SERVICES**

(a) Subrecipients are prohibited from obligating or expending grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in Section 889 of Pub. L. No. 115-232, "covered telecommunications equipment or services" means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) When a subrecipient accepts a grant subaward, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in 2 C.F.R. § 200.216. The subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment and services beyond the certification provided upon accepting the grant and those provided upon submitting payment requests and financial reports.

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. OTHER APPLICABLE FEDERAL AND STATE LAWS

In addition to the above sections, the Subrecipient, and any contractor or subcontractor, agrees with, and shall adhere to, the following:

1. WHISTLEBLOWER PROTECTIONS

An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. § 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The Subrecipient must inform its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712.

2. TOBACCO SMOKE

Pub. L. No. 103-227, Title X, Part C, also known as the Pro-Children Act of 1994 (20 U.S.C. § 6083) prohibits smoking in any portion of any indoor facility owned or leased or contracted for by an entity used routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.

3. **DRUG-FREE WORKPLACE REQUIREMENTS**

In accordance with provisions of Title V, Subtitle D of Pub. L. No. 100-690 or No. 111-350 (41 U.S.C. § 8101 et seq.), the Drug-Free Workplace Act of 1988, all subrecipients must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment.

4. **TRANSPARENCY ACT**

Awards under Federal programs are included under the provisions of Pub. L. No. 109-282, the Federal Funds Accountability and Transparency Act of 2006. Under this statute, the State is required to report information regarding executive compensation and all subawards, contracts and subcontracts in excess of $30,000 through the Federal Subaward Reporting System (https://www.fsrs.gov) and in accordance with the terms found in Federal regulations at 2 C.F.R. Part 170, including Appendix A. Therefore, all Subrecipients, who meet this threshold, will be required to furnish this information to the division within ADECA which is funding the Subrecipient agreement. Specific reporting processes will be provided by the applicable ADECA division to Subrecipients. Active enrollment in the System for Award Management is a condition of payment under Section F herein this Agreement.

5. **POLITICAL ACTIVITY**

The Subrecipient shall comply with the Hatch Act (5 U.S.C. § 1501, *et seq.*) regarding political activity by public employees or those paid with Federal funds. None of the funds, materials, property, or services contributed by the Subrecipient or ADECA under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

6. **HUMAN TRAFFICKING PROVISIONS**

This award is subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, codified in 22 U.S.C. § 7104.

7. **PURCHASES OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

As stated in Section 507 of Pub. L. No. 103-333, it is the sense of Congress that to the extent practicable, all equipment and product purchases with funds from this Agreement should be American-made.

8. **MANDATORY DISCLOSURES**

Pursuant to 2 C.F.R. 200.113, the Subrecipient must promptly disclose whenever, in a timely manner, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–33). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and the Department. Subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.

9. NON-APPROPRIATION AND PRORATION AND NOT TO CONSTITUTE A DEBT OF THE STATE

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose. In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Ala. Code § 41-4-90, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Ala. Const. art. XI, § 213.

10. CONFLICTING PROVISION

If any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in this Agreement shall be deemed null and void.

11. IMMUNITY AND DISPUTE RESOLUTION

(a) The parties to this agreement recognize and acknowledge that ADECA is an instrumentality of the State of Alabama, and as such, is immune from suit pursuant to Ala. Const. art. I, § 14. It is further acknowledged and agreed that none of the provisions and conditions of this Agreement shall be deemed to be or construed to be a waiver by ADECA of such Constitutional Immunity.

(b) In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama.

(c) For any and all other disputes arising under the terms of this agreement which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

12. **DISCLAIMER**

(a) ADECA specifically denies liability for any claim arising out of any act or omission by any person or agency receiving funds from ADECA whether by contract, grant, loan, or by any other means.

(b) No Subrecipient, Contractor, or agency performing services under any agreement, contract, grant or any other understanding, oral or written, other than an actual employee of ADECA, shall be considered an agent or employee of the State of Alabama or ADECA or any division thereof. The State of Alabama, ADECA, and their agents and employees assume no liability to any Subrecipient, contractor or agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subrecipient, contractor or agency, or any other person.

13. **ACCESS TO RECORDS**

The Director of the Department, the Comptroller General of the United States (if Federal funds), the Chief Examiner of Public Accounts, or any of their duly authorized representatives shall have the right of access to any pertinent books, documents, papers, and records of the Subrecipient for the purpose of making audits, financial reviews, examinations, excerpts and transcripts. This right also includes timely and reasonable access to Subrecipient personnel for the purpose of interview and discussion related to such agreement. This right of access is not limited to the required retention period but shall last as long as the records are retained.

14. **ASSIGNABILITY**

The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Department thereto; provided, however, that claims for money due, or to become due to the Subrecipient from the Department under this Agreement may be assigned to a bank, a trust company, or other financial institution through a valid court order and without such approval. Notice of such assignment or transfer shall be furnished promptly to the Department.

15. **CONTINGENCY CLAUSE**

(a) It is expressly understood and mutually agreed that any Department commitment of funds herein shall be contingent upon receipt and availability by the Department of funds under the program for which this Grant Agreement is made. If this agreement involves Federal funds, the amount of this Grant Agreement will be adjusted by the amount of any Federal recessions and/or deferrals.

(b) Payments made by the Department under the terms of this Agreement shall not constitute final approval of documents submitted by the Subrecipient or of procedures used in formulating requests for payment to the Subrecipient.

16. **CONFLICT OF INTEREST**

Subrecipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Subrecipient is responsible for notifying ADECA in writing of any conflicts of interest that may arise during the life of the award.

(1) Applicability

(1) This section intends to ensure that Subrecipients and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 2 C.F.R. § 200.318 apply.

(2) Requirements

(1) Subrecipients must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Subrecipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed Subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that Subrecipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective Subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that Subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that Subrecipient.

(3) Notification

Subrecipients, including applicants for financial assistance awards must disclose in writing any conflict of interest to the DOI awarding agency or ADECA in accordance with 2 C.F.R. § 200.112, Conflicts of interest.

(4) Restrictions on Lobbying

Subrecipients are strictly prohibited from using funds under this grant for lobbying activities and must provide the required certifications and disclosures pursuant to 43 C.F.R. Part 18, 31 U.S.C. § 1352, and 18 U.S.C. § 1913.

(5) Review Procedures

The NPS will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(6) Enforcement

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 C.F.R. § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 C.F.R. Part 180).

17. **INDIRECT COST**

In accordance with 2 C.F.R. § 200.332(b)(4) and § 200.414, Subrecipients of Federal awards may charge indirect costs to the award unless statutorily prohibited by the Federal program and in accordance with any applicable administrative caps on Federal funding. ADECA will accept a Federally negotiated indirect cost rate. If no approved rate exists, ADECA will collaborate with the Subrecipient to determine an appropriate rate. This rate will be either a negotiated rate, which can be based on a prior negotiated rate between a different pass-through entity and the same Subrecipient, or the 15% de minimis rate of the modified total direct cost as defined in 2 C.F.R. § 200.1. If basing the rate on a previously negotiated rate, ADECA is not required to collect information justifying this rate but may elect to do so. Subrecipients can allocate and charge direct costs through cost allocation. However, in accordance with 2 C.F.R. § 200.403, costs must be consistently charged as either indirect or direct costs but not charged as both or inconsistently charged to the Federal award. Once chosen, the method must be used consistently for all Federal awards until such time as a negotiated rate is approved by the Subrecipients' Federal cognizant agency.

18. **AUDIT REQUIREMENTS**

(a) All subrecipients of Federal funds must follow the Audit Requirements in the Office of Management and Budget Uniform Administrative Requirements (2 C.F.R. Part 200, subpart F). Subrecipients that expend $1,000,000 or more during their fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Part 200. All entities that have a single audit must submit the reporting package and data collection form to the Federal Audit Clearinghouse in accordance with 2 C.F.R. § 200.512. Additionally, if any subrecipient receives more than $500,000, collectively, in State General Fund appropriations in its fiscal year, from ADECA, it must have an audit in accordance with Government Auditing Standards (the Yellow Book) and Generally Accepted Auditing Standards established by the American Institute of Certified Public Accountants.

(b) Nothing contained in this Agreement shall be construed to mean that ADECA cannot utilize its auditors regarding limited scope audits of various ADECA funds. Audits of this nature shall be planned and carried out in such a way as to avoid duplication or not to exceed the audit coverage limits as stated in the said Uniform Administrative Requirements.

(c) Copies of all required audits must be submitted to ADECA and the Alabama Department of Examiners of Public Accounts. Copies may be transmitted by email or traditional mail, at the following addresses:

audit@adeca.alabama.gov	Alabama Department of Economic and Community Affairs ATTENTION: Chief Auditor 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690
central.records@examiners.alabama.gov	Alabama Department of Examiners of Public Accounts ATTENTION: Audit Report Repository P.O. Box 302251 Montgomery, AL 36130-2251

19. AUDIT EXCEPTIONS / UNRESOLVED QUESTIONED COSTS / OUTSTANDING DEBTS

The Subrecipient certifies by signing this agreement that it does not have any unresolved audit exceptions, unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. It further certifies that no money is owed to any division of ADECA or to the Federal government under any program where it has not arranged a repayment plan.

20. SUSPENSION OF PAYMENTS

(a) Payments under this Agreement may be suspended in the event that there is an outstanding audit exception under any program administered by any division of ADECA, or in the event there is an amount owing to any division of ADECA, or an amount owing to the Federal government under any program administered by any division of ADECA that is not received in a reasonable and timely manner.

(b) Should the Subrecipient incur an unresolved audit exception or have unresolved questioned costs or finding of fiscal inadequacy as a result of any project monitoring by any division of ADECA, then ADECA shall not enter into any other contract, agreement, grant, etc., with said Subrecipient until the audit exception or questioned cost or finding of fiscal inadequacy has been resolved.

(c) ADECA shall not enter into another contract, agreement, grant, etc., with any individual, agency, company, or government under any program administered by any division of ADECA that has not arranged a repayment schedule.

21. DISCLOSURE STATEMENT

Unless otherwise exempt under Ala. Code § 41-16-82, a disclosure statement must be submitted to the Department for all grant proposals in excess of $25,000.00 and all proposed contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 of the Alabama Code or any law requiring formal solicitation procedures for public contracts.

22. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (DATED JANUARY 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Subrecipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

23. BUILD AMERICA, BUY AMERICA

Pursuant to 2 C.F.R. Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal Funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, please visit the DOI's website and search for Buy America and the White House's website and search for the Made in America Office.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver. Visit the DOI's website for more information.

When necessary, the Subrecipient may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the

Financial Assistance Awarding Officer in writing. Visit the DOI's website for more information.

Definitions

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, visit the DOI website.

24. PROGRAM INCOME

If the Subrecipient earns program income, as defined in 2 C.F.R. § 200.1, during the period of performance of this Agreement, to the extent available the Subrecipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 C.F.R. § 200.305(b)(5)). As allowed under 2 C.F.R. § 200.307, program income may be added to the Federal award by the Federal agency and ADECA. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the Agreement closeout process.

25. COMPLIANCE WITH OTHER APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

(a) In addition to the provisions provided herein, the Subrecipient shall be responsible for complying with any and all other applicable laws, ordinances, codes and regulations of the Federal, State and local governments, including, but not limited to, Alabama procurement law (Ala. Code § 41-16-1 et seq.; Ala. Code § 41-4-110 et seq.), the Alabama Public Works Law (Ala. Code § 39-1-1 et seq.), any State permitting requirements, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq.), and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Ala. Code § 31-13-1 et seq.).

(b) For all contracts governed by the Alabama Public Works Law or Alabama procurement law, the following shall apply: In compliance with Alabama Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

(c) By signing this Agreement, the parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

(d) The Subrecipient agrees that the property described in the project and the signed and dated project boundary map made part of that agreement is being acquired and/or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary of the DOI, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary of the DOI shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to 54 U.S.C. 200305(f)(3). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary of the DOI or designee.

(e) The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained as prescribed by the Manual, and by extension the *ADECA Land and Water Conservation Fund Administrative Manual* requirements and published post-completion compliance regulations (36 C.F.R. Part 59).

(f) The Subrecipient agrees that prior to the completion of this project, the State and the Director may mutually alter the area described in the Agreement and depicted in the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded protection as LWCF reimbursement is provided.

(g) The Subrecipient agrees that in the event the NPS provides LWCF assistance for the acquisition or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the Subrecipient agrees to notify the State of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: (1) leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and (2) properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

(h) The Subrecipient agrees that the benefit to be derived by the United States from the full compliance by the Subrecipient with the terms of this Agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the LWCF Program by way of assistance under the terms of this Agreement. The Subrecipient agrees that payment by the Subrecipient to the State of an amount equal to the amount of assistance extended under this Agreement would be inadequate compensation to the State for any breach by the Subrecipient of this Agreement.

The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this agreement shall be the specific performance of this Agreement or the submission and approval of a conversion request.

(i) The Subrecipient agrees that a permanent record shall be kept in the public property records and available for public inspection to the effect that the property described in the scope of this Agreement, and the signed and dated project boundary map made part of this Agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the DOI Secretary.

(j) The Subrecipient agrees that work on the project will begin within 180 days following the receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence. The Subrecipient must provide a written request for an extension for the 180-day period within the first 120 days following the notification that funds have been approved.

(k) The Subrecipient agrees that facilities will be designed to comply with the Architectural Barriers Act of 1968 (Pub. L. No. 90-480) and 43 C.F.R. Part 17.

(l) The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as ADECA may require.

(m) The Subrecipient agrees to comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. No. 91-646, 94 Stat. 1894), and the applicable regulations and procedures implementing said Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under this Agreement.

(n) The Subrecipient agrees to comply with the provisions of Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement or water pollution; and Executive Order 11990 relating to the protection of wetlands.

(o) The Subrecipient agrees to comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. No. 93-234, 87 Stat. 975), approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

(p) Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. The NPS and ADECA are strongly committed to the objectives of this policy and encourage all Subrecipients of LWCF grants to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order. Subrecipients are required to notify ADECA's Office of Minority Business Enterprise of all procurement opportunities to include the purchase of equipment, construction, or services.

(q) The Subrecipient agrees to comply with FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions.

(r) The Subrecipient agrees to comply with 2 C.F.R. Part 170, "Reporting Subawards and Executive Compensation."

(s) The Subrecipient shall not discriminate against any person on the basis of residence in accordance with Section V of the DOI Standard Terms and Conditions, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

(t) The Subrecipient acknowledges the intent of the parties hereto that it will use moneys granted hereunder for the purposes of this program, and that assistance granted from the LWCF Program will result in a net increase, commensurate at least with the Federal Cost-share, in a participant's outdoor recreation. It is intended by both parties hereto that assistance from the LWCF program will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

(u) In the event the project covered by this Agreement, including future stages of the project, cannot be completed in accordance with the plans and specifications for the project; the Subrecipient shall bring the project to a point of recreational usefulness agreed upon by ADECA and the NPS.

(v) Contracts for construction shall comply with the provisions of Title 39 Code of Alabama, Public Works Law.

(w) The Subrecipient agrees to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations, codified in 40 C.F.R. Part 15.

(x) The Subrecipient agrees that it possesses legal authority to apply for the grant, and to finance, construct, and effectively operate and maintain the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the Application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the chief elected official to act in connection with the Application and to provide such additional information as may be required.

(y) Unless exempted from this requirement under 2 C.F.R. § 25.110, the Subrecipient must maintain the currency of their information in the System for Award

Management (SAM) until submission of their final financial report required under this Agreement or receipt of final payment, whichever is later. The requirements in this part do not apply to individuals or any entity with a qualifying condition and exempted by the awarding bureau or office before award per 2 C.F.R. § 25.110(d).

(z) Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

(aa) By signing the contract, the Subrecipient affirms in compliance with Ala. Code § 41-16-161 that it does not and will not, during the term of the contract, engage in economic boycotts.

(bb) The Subrecipient agrees to follow the applicable provisions of Title 2 C.F.R., Subtitle B, Chapter XIV, Parts 1400–99, the "Financial Assistance Interior Regulations."

(cc) In addition to Subparts A-F of the Uniform Guidance, State and local governments and tribal recipients are required to follow applicable Uniform Guidance provisions including § 200.416, Cost allocation plans and indirect cost proposals and § 200.417, Interagency service.

(dd) A subrecipient's failure to comply with the terms and conditions outlined herein and those reflected on the official financial assistance award document can result in the DOI taking one or more of the "Remedies for Noncompliance" described in the Uniform Guidance at §§ 200.339 through 200.343.

26. ENDANGERED SPECIES ACT, SECTION 7

The Subrecipient agrees to consult with the U.S. Fish and Wildlife Service or the National Marine Fisheries Service on any action that may affect endangered or threatened species or candidate species, or that may result in adverse modification of critical habitat. An Environmental Assessment or an Environmental Impact Statement may provide sufficient information to serve as a "biological assessment" for Section 7 purposes. If a separate "biological assessment" is prepared, it must be part of any National Environmental Policies Act document.

27. HISTORIC PRESERVATION

The Subrecipient agrees to comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), and the Advisory Council on Historic Preservation regulations (43 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this project on historic properties. The Act requires Federal agencies to take into account the effects of their undertaking on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer and other on the undertaking, as necessary, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying ADECA of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. § 800.11. If an unanticipated discovery is made during implementation of the undertaking, ADECA in coordination with NPS shall consult per provisions of 36 C.F.R. § 800.13.

28. FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION, EXECUTIVE ORDERS 11988 AND 11990

The Subrecipient agrees to comply with Executive Orders 11988 and 11990, which requires avoidance, to the extent possible, the long and short term adverse impacts associated with modifying or occupying floodplains and wetlands. If implementing this project would result in an adverse impact to a Federal or state regulated floodplain or wetland, a statement of finding must be included in the Environmental Assessment or Environmental Impact Statement documenting the coordination efforts, a description of affected floodplain and wetland resources, alternatives considered to developing in the floodplain and/or wetland, and actions to avoid, minimize and/or mitigate impacts.

29. ENVIRONMENTAL JUSTICE IN MINORITY AND LOW-INCOME POPULATIONS, EXECUTIVE ORDER 12898

The Subrecipient agrees to analyze and evaluate the impact of the LWCF project on minority and low-income populations and communities, as well as the equity of the distributions of the benefits and risks of the decision in the National Environmental Policies Act document. If it does not apply, this should be noted in the "issues dismissed" section of the National Environmental Policies Act document.

30. LIMITATION OF USE

The Subrecipient understands and agrees that the following "Limitation of Use" provision applies to the park property acquired and/or developed under the terms of this Agreement and will cause same to be legally incorporated into the park property deed record:

> This Property has been acquired and/or developed with Federal assistance provided by the National Park Service of the Department of the Interior in accordance with the Land and Water Conservation Fund Act of 1965, as amended, (Public Law 88-578; currently codified at 54 U.S.C. § 2003 *et seq.*). Pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversion only if he finds it to be in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan and only under such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location.

31. OPERATION AND MAINTENANCE

The Subrecipient further agrees to operate and maintain the LWCF assisted facilities in accordance with the procedures, regulations and directives of the State and the Federal government. In this regard, the Subrecipient understands that overhead utility lines are prohibited within the park boundary area.

32. NON-DISCRIMINATION

All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. § 2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. § 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. § 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, gender identity, national origin, disabilities, religion, age, or sex.

33. ANTI-DEFICIENCY ACT

The Subrecipient agrees that pursuant to 31 U.S.C. § 1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of the appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

34. PUBLIC INFORMATION AND ENDORSEMENTS

(a) The Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) which states or implies any governmental endorsement of a business, product, service, or position which the Subrecipient represents. No release of information relating to this award may state or imply that any governmental entity approves of the Subrecipient's work products or considers the Subrecipient's work product to be superior to other products or services.

(b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document, along with any mention of trade names, are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government, the State of Alabama, or ADECA.

(c) The Subrecipient must obtain prior approval from ADECA for any public information releases concerning this award which refer to the DOI or any governmental employee by name or title. The specific text, layout photographs, etc., of the proposed release must be submitted with the request for approval.

(d) The Subrecipient further agrees to include this provision in a subaward, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.

35. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13531, Federal leadership on Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

36. SEAT BELT PROVISION

The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

37. PROHIBITION ON ISSUING FINANCIAL ASSISTANCE AWARDS TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235), prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Subrecipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

38. DATA AVAILABILITY

(a) *Applicability.* The DOI is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the DOI to inform its decisions.

(b) *Use of Data.* The regulations at 2 C.F.R. § 200.315 apply to data produced under a Federal award, including the provision that the DOI has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) *Availability of Data.* The Subrecipient shall make the data produced under this award and any subaward(s) available to the DOI for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

(i) The scientific data relied upon;

(ii) The analysis relied upon; and

(iii) The methodology, including models, used to gather and analyze data.

M. PROGRESS REPORTS

The Subrecipient agrees to submit quarterly progress reports to ADECA and at any other time as requested by ADECA. The quarterly reports must include project activities that occurred during the quarter for which the Subrecipient is reporting and the project activities the Subrecipient anticipates occurring during the following quarter. The reports must be signed and dated by the chief elected official, President, Commissioner, or Executive Director. The reporting schedule is as follows:

Quarter Ending	Report Due Date
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The bottom of this page is intentionally left blank.

IN WITNESS WHEREOF, ADECA and the Subrecipient have executed this Agreement as evidenced by their signatures below:

ADECA	SUBRECIPIENT
Alabama Department of Economic and Community Affairs	**Lauderdale County Commission**
Kenneth W. Boswell, Director	Danny Pettus Authorized Official
8/5/2025 (Date)	8/25/25 (Date)
ATTEST:	ATTEST:
(Name)	(Name)
Executive Assistant (Title)	County Administrator (Title)
8/5/2025 (Date)	8/25/25 (Date)

This contract/grant has been reviewed for content, legal form, and complies with all applicable laws, rules, and regulations of the State of Alabama governing these matters.

Meg Williams Fiedler
General Counsel for ADECA

CERTIFICATION FORM

SUBRECIPIENT NAME: Lauderdale County Commission AGREEMENT NO: 24-LW-1103

Signature Danny Pettus FEIN NO. 63-6001589

Typed Name Danny Pettus DUNS NO. 1066844

Title Chairman, Lauderdale County Commission UNIQUE ENTITY ID NO.

NZG8JA4DFMA8

Signature ____________

Typed Name ____________

Title ____________

This form certifies the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number(s) referenced above. Any one of the three signatures on this form may be accepted for the purposes described above. Submission of this document to the Alabama Department of Economic and Community Affairs is a condition for project sponsors to receive payment of grant funds. Changes in project management and/or elected officials will require the submission of a new *Certification Form*.

Danny Pettus

CEO/ Executive Director/President (Signature)

Danny Pettus, Chairman

CEO/ Executive Director/President (Typed Name)

8/25/25

Date

OFFICIAL SEAL

MAILING ADDRESS for general information:

P.O. BOX 1059

Florence, AL 35630

General Contact: Brooke Slatton

Phone Number: 256-760-5750

MAILING ADDRESS for CHECKS (This address must exactly match the sponsors' address listed in the State of Alabama Accounting and Resource System (STAARS)):

Lauderdale County Commission

P.O. BOX 1059

Florence, AL 35630

Revised 2/22

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Lauderdale County Commission

2 Business name/disregarded entity name, if different from above.

Lauderdale County Commission

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) Government

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

P.O. Box 1059

Requester's name and address (optional)

6 City, state, and ZIP code

Florence, AL 35631

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

__ __ __ – __ __ – __ __ __ __

or

Employer identification number

6 3 – 6 0 0 1 5 8 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** [signature] Date 8/25/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

NOW THEREFORE BE IT RESOLVED that the Lauderdale County Commission approves Chairman to sign contracts with Alabama Fiber Network for internet service at the Government Building, EMA Building, Workforce Development Training Center Building, and Engineer/Road Department Building.

Done this the 25th day of August 2025.

LAUDERDALE COUNTY COMMISSION

Danny Pettus

Danny Pettus, Chairman

Absent

Brad Black, Commissioner

William Garner

Roger Garner, Commissioner

Todd Nix

Todd Nix, Commissioner

ATTEST:

Brooke Slatton

Brooke Slatton, County Administrator

Joe Hackworth

Joe Hackworth, Commissioner