STATE OF ALABAMA §

LAUDERDALE COUNTY §

The Lauderdale County Commission convened at the Lauderdale County Government Building in the City of Florence, Alabama, at 5:00 p.m. on the 13th day of July, 2026.

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

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

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

The invocation and Pledge of Allegiance were delivered by Commissioner, Roger Garner

Commissioner Nix moved, seconded by Commissioner Black to accept the 911 Board Appointments recommended by the City of Florence. There being no discussion, and upon vote taken, motion was unanimously approved.

Commissioner Hackworth 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 Black 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 Garner moved, seconded by Commissioner Hackworth to approve the recommended listing of charges for public health services for Fiscal Year 2026/2027 in Lauderdale County be attached and made a part of this resolution. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

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

Commissioner Garner moved, seconded by Commissioner Black to approve authorizing a grant from the Lauderdale County Development Fund for the purpose of acquiring underwater electronics for use in search and rescue operations, not to exceed twelve thousand dollars with no matching funds required. 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 renewing the LOCALGOV software maintenance agreement for Fiscal Year 2027. 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 preliminary engineering, right of way, utility, and construction agreement for a federal aid project for a bridge replacement on County Road 14 over Second Creek near Waterloo. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve renewing its endpoints through the ICS Bronze Care Managed Security at a price of three thousand dollars per month for two hundred endpoints. 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 insolvents, errors, litigations, and unsold tax liens for 2025, and uncollected insolvents and taxes in litigation for previous years as provided by the Lauderdale County Revenue Commissioner. There being no further discussion, and upon a vote taken, motion was unanimously approved. The Resolution was herein recorded, and made a part of these minutes.

Commissioner Black moved, seconded by Commissioner Garner to approve reappointing Keely Law to serve another term on the North Alabama Mountain Lakes Tourist Association Board. This new term will expire on September 30th, 2028. There being no further discussion, and upon a vote taken, motion was unanimously approved. This was herein recorded, and made a part of these minutes.

Commissioner Nix moved, seconded by Commissioner Black to approve appointing Regina Kiser to serve on the Riverbend Center of Mental Health Board. This term will expire on April 1st, 2031. There being no further discussion, and upon a vote taken, motion was unanimously approved. This was herein recorded, and made a part of these minutes.

Commissioner Garner moved, seconded by Commissioner Black to approve appointing Eric Clemmons to serve on the Greenhill Water and Fire Protection Authority Board. This term will expire on March 1st, 2029. There being no further discussion, and upon a vote taken, motion was unanimously approved. This was herein recorded, and made a part of these minutes.

Commissioner Hackworth moved, seconded by Commissioner Nix approving the invoiced bills for June 23, 2026 thru July 13, 2026. Commissioner Hackworth asked Eric Hill, County Engineer for a paving update. Mr. Hill stated that the road department is over halfway done with paving for the year. 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.

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

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

William Garner, Commissioner

Brad Black, Commissioner

Todd Nix, Commissioner

Joe Hackworth, Commissioner

ATTEST:

Brooke Slatton, County Administrator

LAUDERDALE COUNTY COMMISSION

REGULAR MEETING AGENDA

July 13, 2026

A. OFFICIAL AGENDA

1. CALL TO ORDER AND WELCOME
2. CALL OF ROLL TO ESTABLISH QUORUM
3. INVOCATION AND PLEDGE OF ALLEGIANCE- Commissioner, Roger Garner
4. AWARDS AND PRESENTATIONS- none
5. PUBLIC COMMENTS ON AGENDA ITEMS

   Per Rules of Procedure there is a three-minute time limit
6. SCHEDULED PUBLIC HEARING- none

B . REGULAR BUSINESS

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

2. **Approve minutes of last meeting**

3. **Resolution—Health Department Fees**
   The Commission will vote on fiscal year 2026-2027 Lauderdale County Health Department Fees.

4. **Resolution—ACCA Legislative Committee**
   The Commission will vote on appointing Chairman, Danny Pettus to the ACCA Legislative Committee.

5. **Resolution—Lauderdale County Development Fund Grant**
   The Commission will vote on authorizing the application for a Lauderdale County Development Fund grant for acquiring underwater electronics for search and rescue operations.

6. **Resolution—LOCALGOV Software Maintenance Agreement**
   The Commission will vote on approving the renewal of LOCALGOV Software Maintenance Agreement for Fiscal Year 2027.

7. **Resolution—County Road 14 State Agreement**
   The Commission will vote on an agreement for a federal aid project for a bridge replacement on County Road 14.

8. **Resolution—ICS Bronze ProActive Care Managed Security**
   The Commission will vote on renewing endpoints through the ICS Bronze ProActive Care Managed Security for 200 endpoints.

9. **Resolution—Insolvents**
   The Commission will vote on Insolvents, errors, litigations, and unsold tax liens for 2025, and uncollected insolvents and taxes in litigation for previous years.

10. **Board Appointment-Alabama Mountain Lake Board Appointment, Greenhill Water and Fire Protection Authority Board, and Riverbend Center for Mental Health Board**

11. **Audit and Approve Bills**

C. STAFF REPORT
D. PUBLIC COMMENT PERIOD - Per Rules of Procedure, three-minute time limit
E. ADJOURN

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Whereas, the Lauderdale County Commission is authorized to set certain fees for services provided by the Lauderdale County Health Department pursuant to Legislative Act 81-207; and

Whereas, the Alabama Department of Public Health has recommended that certain fees be charged for the fiscal year 2026-2027; and

Now Therefore Be It Resolved that the recommended schedule of fees to be charged by the Lauderdale County Health Department for services rendered to the public be approved; and

Be It Further Resolved that the resolution of the Lauderdale County Board of Health and the recommended listing of charges for public health services in Lauderdale County be attached and made a part of this resolution.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

Scott Harris, M.D., M.P.H. • State Health Officer

Northern District

RECEIVED
JUL 06 2026
LAUDERDALE COUNTY
COMMISSION

June 30, 2026

The Honorable Commissioner Danny Pettus, Chairman
Ms. Brooke Slaton, County Administrator
The Honorable Lauderdale County Commissioners
P.O. Box 1059.
Florence, AL 35631

Dear Chairman Pettus; Ms. Slaton; and County Commissioners:

Pursuant to the Legislative Authorization which authorizes the Lauderdale County Commission to approve fees for the Health Department, please find the Alabama Department of Public Health approved fees for FY 2026-2027.

The attached documents show all current fees within the Public Health fee system. Fee adjustments for 2026 – 2027 have been made in adjustments of Federal poverty levels, Medicaid correlated Title X (Family Planning), and WIC eligibility income levels as directed by Federal guidelines and program requirements.

No local fee adjustments have been instituted and remain as submitted over many years, including last year.

Please contact me as needed regarding any questions/concerns.

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Respectfully,

Judy Smith RN, MPH
District Administrator- PH Northern District

3821 Highway 31 South • Decatur, Alabama 35603
Phone: (256) 340-2113 • Fax: (256) 353-4432

Colbert, Franklin, Lauderdale Counties
ENVIRONMENTAL FEES

600	Site Evaluations: Individual Dwelling or commercial 500 gallons or less per day, standard systems	$150
602	On-site Sewage Permit Application – Dwelling – Small Flow – 1200 or less GPD (gallons per day)	$ 50
604	On-site Sewage Permit Application – Dwelling – Small Flow – 1200 or less GPD (gallons per day) Engineered	$ 60
606	On-site Sewage Permit Application – Establishment – Small Flow – 1200 or less GPD (gallons per day)	$ 60
608	On-site Sewage Permit Application – Commercial – Large Flow – 1201 – 4999 GPD ((gallons per day)	$120
610	On-site Sewage Permit Application – Commercial – Large Flow – 5000 – 9999 GPD (gallons per day)	$300
612	On-site Sewage Permit Application – Establishment – Small Flow – 1200 or less GPD (gallons per day) Engineered	$120
614	Onsite Sewage Permit Application – Commercial – Alternative – 501 or more GPD (gallons per day)	$300
615	On-site Sewage Permit Application – Commercial – Experimental any size	$325
616	Preparation of Loan forms	$ 30
618	Private water (homeowner collects sample)	stamp $5 + $ 15
619	Private water sample (Env. Collects sample)	$30
620	Notice of Intent – Phase 1 Large Flow Development – 1201 or more GPD	$ 75
622	Site Preparation Plan – Phase 3 Large Flow Development – 1201 or more GPD $150 minimum, $10 per lot, beyond 10 lots	$150+
623	Certification of existing and previously approved system	$ 50
624	Certification of unapproved existing systems for loan application (Includes excavation)	$300
625	Temporary License for Tattoo Facility (Graduated fee based on day of event)	$ 50
626	Cemetery Review	$ 75
630	Plumbing Inspection and Permit	$ 50
631	Temporary Food Service $10/day Min.	$ 30

632	Plan Review for small commercial Establishment	$ 50
633	Plan review for large commercial Establishment	$100
634	Food Handler's Permit (where program exists) per person	$ 10
635	Record search for fee permits, records of inspection or permit application	$ 40
636	Application for Sewage Tank Pumper Permit per truck	$ 50
638	Application for Septic Tank Manufacturer (minimum) $35 each additional series	$150
641	Application for solid waste transfer, processing facilities	$150
642	Application for swimming pool	$ 75
643	Solid waste exception permit: individual household limited to $10 by Act # 89-630	$10
636	Application for Sewage Tank Pumper Permit per truck	$ 50
638	Application for Septic Tank Manufacturer (minimum) $35 each additional series	$150
641	Application for solid waste transfer, processing facilities	$150
642	Application for swimming pool	$ 75
643	Solid waste exception permit: individual household limited to $10 by Act # 89-630	$10
644	Application for solid waste collection permit per truck/vehicle	$90
645	Application for land farming permit/land farming septage	$150
646	Applications for Day Care Centers permit (40 or less)	$ 75
647	Day care center permit, adult & child (more than 40)	$150
648	Food Processors: Annual gross sales $0 - $999,999	$ 150
649	Food Processors: Annual gross sales $1,000,000-$4,999,999	$300
650	Food Processors: Annual gross sales $5,000,000-$9,999,999	$450
652	Food Processors: Annual gross sales $10,000,000 or more	$750
653	Body Art/Tattoo License (Renewal $200)	$250
654	Vending commissaries: Annual gross sales $0-4,999,999	$ 40
656	Vending commissaries: Annual gross sales $5,000,000+	$ 75
658	Vending commissaries: Annual gross sales $10,000,000+	$135
659	Hotels/Motels 1 – 20 Rooms	$ 75
660	Hotels/Motels 21 -50 Rooms	$150

662	Hotels/Motels 51 or more Rooms	$225
664	Resident and day camp 0 – 50 persons	$ 75
666	Resident and day camp 51 or persons	$ 75
668	Priority Category 3- Food Service 0 – 25 seats	$ 75
668A	Priority Category 4- Foodservice 0 – 25 seats	$ 75
670	Priority Category 3- Foodservice 26 – 75 seats	$150
670A	Priority Category 4- Foodservice 26- 75 seats	$150
672	Priority Category 3- Foodservice 76 or more seats	$225
672A	Priority Category 4- Foodservice 76 or more seats	$225
674	Priority Category 3- Retail Food 2,500 sq. ft or less devoted to retail food store operation (doesn't include limited food)	$ 50
676	Priority Category 3- Retail Food stores more than 2,500 sq ft devoted to retail food store operations (doesn't include limited food)	$150
677	Priority Category 2- Limited foodservice and mobile foodservice	$ 30
678	Frozen Dessert Machine operating permit	$100
681	Late Penalty Fee charge	$ 40
683	Application for Body Art Operator's Permit	$ 25

Scott Harris, M.D., M.P.H.
STATE HEALTH OFFICER

MEMORANDUM

TO: County WIC Coordinators
District Nutrition Directors
Clinic Supervisors
County Office Managers
District Clinic Directors
District Clerical Directors
Eastbrook Training Clinic
Private Local Agencies

FROM: Pam Galloway, M.S., R.D.N., Director
Women, Infants, and Children (WIC) Program
Bureau of Family Health Services

DATE: May 28, 2026

SUBJECT: WIC Income Eligibility Guidelines 2026-2027

United States Department of Agriculture (USDA) WIC Policy Memorandum 2026-5, Publication of 2026-2027 Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) Income Eligibility Guidelines, was received by the State WIC Office on May 5, 2026. The new income eligibility guidelines will be implemented by the Alabama WIC Program on June 1, 2026, and will be effective until June 30, 2027, or until updated. The new guidelines are attached and will be available in the Document Library.

Please ensure a copy of the 2026 WIC Income Eligibility Guidelines is posted at each intake station for reference. The WIC Crossroads management information system has been updated to reflect the new income guidelines taking effect on June 1, 2026. We need your assistance in making sure all clinic staff conducting income assessments for Alabama's WIC Program are informed of the revision.

Contact the State WIC Office at 334-206-5673 if you have questions or concerns.

PG
Attachment (1)
cc: Debra Thrash
State Staff
Amanda Martin
Meredith Adams
Gary Pugh, D.O., F.A.C.O.G.
Karen Landers, M.D., F.A.A.P.
Wes Stubblefield, M.D., M.P.H., F.A.A.P.
District Administrators/Assistant Administrators

WIC Income Eligibility Guidelines
Effective June 1, 2026 - June 30, 2027

Family Size	Annual	Monthly	Twice-Monthly	Bi-Weekly	Weekly
1	$29,526	$2,461	$1,231	$1,136	$568
2	$40,034	$3,337	$1,669	$1,540	$770
3	$50,542	$4,212	$2,106	$1,944	$972
4	$61,050	$5,088	$2,544	$2,349	$1,175
5	$71,558	$5,964	$2,981	$2,753	$1,377
6	$82,066	$6,839	$3,420	$3,157	$1,579
7	$92,574	$7,715	$3,858	$3,561	$1,781
8	$103,082	$8,591	$4,296	$3,965	$1,983
Each additional family member add	$10,508	$876	$438	$405	$203

Re: 2026 Medicaid Table

April Golson to Cassandra Glover 06/03/2026 07:38 AM
Cc Shonda Peeples, Sonja Marshall

From	April Golson/FieldOps/ADPH
To	Cassandra Glover/FieldOps/ADPH@ADPH
Cc	Shonda Peeples/Morgan/ADPH@ADPH, Sonja Marshall/FieldOps/ADPH@ADPH
History:	This message has been replied to and forwarded.

Shonda,

The rates have not changed. Please continue to use the 2025 rate tables.

Respectfully,

April L. Golson
Director, Office of Digital Health and Office of Billing Compliance and Integrity
Alabama Department of Public Health
201 Monroe Street, Suite 1600
Montgomery, AL 36104
Office: 334-206-9347
Digital Health Main Line: 334-206-7924
Billing Main Line: 334-206-9344
april.golson@adph.state.al.us
alabamapublichealth.gov/telehealth

Cassandra Glover Hi Shonda, I have added April and Sonja from B... 06/03/2026 07:32:56 AM

From:	Cassandra Glover/FieldOps/ADPH
To:	Shonda Peeples/Morgan/ADPH@ADPH
Cc:	April Golson/FieldOps/ADPH@ADPH
Date:	06/03/2026 07:32 AM
Subject:	Re: 2026 Medicaid Table

Hi Shonda,

I have added April and Sonja from BCI to assist you with your questions.

BCI,

Please see email below and advise.

ADPH Medicaid Clinical Rate Table - FY 2025

Updated 10/01/2024

EPSDT Visits	CPT Code	Modifier	Rate	Eff Date	End Date
Initial	99381 - 99385	EP	$290.00	10/01/2024	
Interperiodic	99211-99215	EP	$290.00	10/01/2024	
Revisit	99391-99395	EP	$290.00	10/01/2024	
Family Planning Visits	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
Annual	99214	FP	$480.00	10/01/2024	
Deferred Physical	99213	FP	$480.00	10/01/2024	
Extended/Postpartum Homevisit	99212	FP	$480.00	10/01/2024	
Initial	99205	FP	$480.00	10/01/2024	
Periodic/Revisit	99213	FP	$480.00	10/01/2024	
Postpartum Homevisit	99347	FP	$480.00	10/01/2024	
Deferred Physical (Telemedicine)	99213	FP CR	$395.00		05/31/2023
Periodic/Revisit (Telemedicine)	99213	FP CR	$395.00		05/31/2023
*Deferred Physical (Telemedicine - audio & video)	99213	FP GT	$445.00		05/31/2023
*Periodic/Revisit Physical (Telemedicine - audio & video)	99213	FP GT	$445.00		05/31/2023
*Deferred Physical (Telemedicine - audio only)	99213	FP FQ	$445.00		05/31/2003
*Periodic/Revisit Physical (Telemedicine - audio only)	99213	FP FQ	$445.00		05/31/2023
Family Planning Services	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
Birth Control Pills (OCs)	S4993	FP	$5.00	10/01/2024	
HIV Pre-test Counseling	99401		$17.99	10/01/2024	
HIV Post-test Counseling	99402		$17.99		05/01/2023
Implant Insertion	11981		$92.00	10/01/2024	
Implant Removal	11982		$108.00	10/01/2024	
Implant Removal (Capsule)	11976		$80.00	10/01/2024	
Remove & Insert Implant (Same Day)	11983		$165.00	10/01/2024	
IUD Insertion	58300		$97.00	10/01/2024	
IUD Removal	58301		$55.00	10/01/2024	
Pregnancy Test	81025		$3.00	10/01/2024	
VFC Immunization	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
DT	90702		$8.00	10/01/2024	
DTaP	90700		$8.00	10/01/2024	
DTaP-Hep B-IPV	90723		$8.00	10/01/2024	
DTaP-IPV	90696		$8.00	10/01/2024	
DTaP-IPV-Hib	90698		$8.00	10/01/2024	
DTap-IPV/Hib/Hep B	90697		$8.00	10/01/2024	
HEP A	90633		$8.00	10/01/2024	
HEP A and HEP B	90636		$8.00	10/01/2024	
HEP B	90744		$8.00	10/01/2024	
VFC Immunization	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
Hib (PedvaxHib)	90647		$8.00	10/01/2024	
Hib (ActHib & Hiberix)	90648		$8.00	10/01/2024	
HPV (Cervarix)	90650		$8.00	10/01/2024	

ADPH Medicaid Clinical Rate Table - FY 2025					Updated 10/1/2024
VFC Immunization	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
HPV (Gardasil)	90649		$8.00	10/01/2024	
HPV9	90651		$8.00	10/01/2024	
IPV	90713		$8.00	10/01/2024	
MenB (Bexsero)	90620		$8.00	10/01/2024	
MenB (Trumenba)	90621		$8.00	10/01/2024	
MCV4 (MenQuadFi)	90619		$8.00	10/01/2024	
MCV4 (Menactra & Menveo)	90734		$8.00	10/01/2024	
MMR	90707		$8.00	10/01/2024	
MMRV	90710		$8.00	10/01/2024	
PCV13	90670		$8.00	10/01/2024	
PPV23	90732		$8.00	10/01/2024	
Rotavirus (RV5)	90680		$8.00	10/01/2024	
Rotavirus (RV1)	90681		$8.00	10/01/2024	
Td	90714		$8.00	10/01/2024	
Tdap	90715		$8.00	10/01/2024	
Varicella	90716		$8.00	10/01/2024	
Telemedicine	**CPT Code**	**Modifier**	**Rate**	**Eff Date**	**End Date**
*Telemedicine Orginiation Site Facility Fee (Cart)	Q3014		$26.40	10/01/2024	

*This service must be billed through the Centralized Billing Unit. Please contact your district CBU representative for further details

ADPH SOCIAL WORKER

Cost Accounting/Service Area Codes Table - FY 2025 — **Effective: 10/01/2024 Dates of Service**

Name of Program	Accounting Code	Service Area Code	Procedure Code	Billing Rate	Unit for Billing	
EPSDT- Congenital Syphilis *Central office staff only	057	50	G9008 EP	$13.75	5 Min = 1 Unit	*Central office staff only
EPSDT- Newborn Screening	012	33	G9008 EP	$13.75	5 Min = 1 Unit	
EPSDT- Elevated Lead	013	36	G9008 EP	$13.75	5 Min = 1 Unit	
EPSDT- Newborn Hearing	014	35	G9008 EP	$13.75	5 Min = 1 Unit	
EPSDT- CMV	012	22	G9008 EP	$13.75	5 Min = 1 Unit	
EPSDT- Birth Defects	012	24	G9008 EP	$13.75	5 Min = 1 Unit	
Plan First Family Planning follow-up	538	15-4	G9008-U8	$10.83	5 Min = 1 Unit	
Plan First Family Planning Risk Assessment	016	15-5,6	G9008-U8	$10.83	5 Min = 1 Unit	
Full Medicaid Family Planning follow-up	538	16-4	G9008-U8	$10.83	5 Min = 1 Unit	
Full Medicaid Family Planning Risk Assessment	016	16-5,6	G9008-U8	$10.83	5 Min = 1 Unit	
Teen Family Planning follow-up	538	17-4	G9008-U8	$10.83	5 Min = 1 Unit	
Teen Family Planning Risk Assessment	016	17-6	G9008-U8	$10.83	5 Min = 1 Unit	

ADPH Disease Control Services (DCS) MEDICAID Clinical Rate Table - DCS Services FY25					
Release Date					
10/1/2024					
DCS Visits	**Procedure Code**	**Modifier**	**Rate**	**Effective Date**	**Termination Date**
New/STD	99203		$91.85	10/1/2024	
Deferred	99213		$63.95	10/1/2024	
Establish/Follow-up	99214		$93.11	10/1/2024	
Established Min	99211		$17.00	10/1/2024	
Wart Tx Female	56501		$97.00		4/1/2023
Wart Tx Male	54050		$83.00		4/1/2023
DCS Lab Services	**Procedure Code**	**Modifier**	**Rate**	**Effective Date**	**Termination Date**
Wart Treatment Female	56501		$97.00		4/1/2023
Wart Treatment Male	54050		$83.00		4/1/2023
Pregnancy Test	81025		$3.00	10/1/2024	
HIV Pre-Test Counseling	99401	25	$13.00	10/1/2024	
HIV Post-Test Counseling	99402	25	$13.00		5/1/2023
Amine Odor	82120	U6	$4.00	10/1/2024	
Vaginal PH	83986	U6	$3.00	10/1/2024	
Wet Prep	87210	U6	$5.00	10/1/2024	
DCS J Codes Administration	**Procedure Code**	**Modifier**	**Rate**	**Effective Date**	**Termination Date**
96372	Bicillin 2.4 M U IM	25	$13.45	10/1/2024	
96372	Cetriaxone 250 IM	25	$13.45	10/1/2024	

ADPH BCBS Clinical Rate Table / November 2024 - October 2025

Family Planning Visits	Procedure Code	Modifier	MD Rate	NP Rate
Annual	99214	FP	$100.61	$73.45
GYN Prob/Lab/Couns **or** Periodic/Revisit (Nurse Only)	99211	FP	$26.00	$18.98
Initial	99205	FP	$173.00	$126.29
Periodic/Revisit (Nurse Practitioner)	99213	FP	$71.11	$51.91
Family Planning Services	**Procedure Code**	**Modifier**	**MD Rate**	**NP Rate**
Implant Insertion	11981		$186.00	$135.78
Implant Removal	11982		$148.03	$108.06
IUD Insertion	58300		$119.00	$86.87
IUD Removal	58301		$104.04	$75.95
Telehealth Services	**Procedure Code**	**Modifier**	**MD Rate**	**NP Rate**
*Telehealth (Cart)	Q3014		$29.96	$29.96

*Telehealth visits performed via cart are policy driven therefore, payment may vary.

NOTE: The rates are effective November 1, 2024

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Now Therefore Be It Resolved that the Lauderdale County Commission appoints Chairman Danny Pettus to the ACCA Legislative Committee.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

ACCA LEGISLATIVE COMMITTEE NOMINEE FORM

On July 13TH, 2026 (date), by majority vote of the Lauderdale (county) County Commission,
Judge /(Chairman)/ Commissioner (circle one)
Danny Pettus (name) was appointed to serve on the 2026-2027 ACCA Legislative Committee.

Signature _____

County Administrator

Please return this form to Lisa Fiore by email (lfiore@alabamacounties.org) or fax (334-263-7678) by the August 1, 2026, deadline.

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Now Therefore Be It Resolved that the Lauderdale County Commission authorizes the application a grant from the Lauderdale County Development Fund for the purpose of acquiring underwater electronics for use in search and rescue operations not to exceed $12,000 with no matching funds required.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Now Therefore Be It Resolved that the Lauderdale County Commission approves the renewal of the LOCALGOV Software Maintenance Agreement for fiscal year 2027.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

LOCALGOV

Software Solutions for the Public Sector

Software Maintenance Agreement

Date: 6/15/2026
Contract Number: LAU01CC-AN

This agreement (the "Agreement") between **LAUDERDALE COUNTY** ("Purchaser") and **HARRIS** of Hueytown, AL ("Harris"), both individually or collectively referred to as "Party" or "Parties", confirms the purchase of the following licensed software products and services:

Fiscal Year: October 1, 2026 – September 30, 2027

Software Applications	Qty	Billing Frequency	Unit Price	Current Maintenance & Support Fees	2026-2027 Maintenance & Support Fees
Annual Hosting	1	Annually	$2,497.57	$2,497.57	$2,747.33
Solid Waste Annual Maintenance	1	Annually	$3,020.69	$3,020.69	$3,322.76
S&W Accounting Software - Maintenance	1	Annually	$11,200.00	$11,200.00	$12,320.00
Hosting - S&W Accounting System - Full Time User	3	Annually	$950.00	$2,850.00	$3,135.00
Hosting - S&W Accounting System - PartTime User	5	Annually	$500.00	$2,500.00	$2,750.00
Totals				**$22,068.26**	**$24,275.09**

AGREEMENT TERMS AND CONDITIONS:

1. Definition.

Software Applications. "Software Applications" are the computer programs explicitly listed above in the section titled "Software Application(s)".

2. Payment Schedule & Payment Terms.

A. Annual Maintenance and Support Fees:

Annual Maintenance and Support Fees shall be invoiced annually. The initial Annual Maintenance and Support Fees will be billed and due the earlier of sixty (60) days from the date of signing of the Agreement or the date which represents the Completion of Services (as defined herein). Harris reserves the right to change and/or increase the Annual Maintenance and Support Fees from time to time.

Subsequent Annual Maintenance and Support Fees will be billed at the beginning of each year in which Maintenance and Support are to be furnished. Non-payment of Annual Maintenance and Support Fees will be monitored and will lead to denial of support, upgrade privileges and termination of licenses to the Software Applications (a "Lapse"). In the event of a Lapse, Purchaser will be subject to reactivation fees not to exceed 40% of the current Annual Maintenance and Support Fees applied to each year of the Lapse, or should the Lapse, or a portion of the Lapse, be less than one-year, 40% of the pro-rated Annual Maintenance and Support Fees for that period.

B. Professional Services:

If Professional Services are provided under this Agreement, the following terms apply to such Professional Services:

Deposit & Invoicing.
A fifty percent (50%) deposit of the total Professional Services and Conversion Fees is due upon execution of the applicable Statement of Work ("SOW"). Work will not commence until such a deposit is received. Once the initial deposit has been exhausted, Professional Services and Conversion Fees shall be invoiced every month for hours performed during the applicable period until the project is complete. Payment is due within thirty (30) days from the invoice date.

Purchaser may elect to prepay one hundred percent (100%) of project upfront. In such case, hours will be allocated and recognized as work is completed.

All amounts paid are non-refundable. Any amounts not paid by the due date specified on the applicable invoice shall be deemed past due and may be subject to late fees as set forth in the invoice or as otherwise permitted by law. Failure to remit payment within the stated terms may result in the application of applicable late fees and other remedies available under this Agreement.

Quoted Training.
Training hours are allocated based on Purchaser's specific modules and system configuration, with a defined hourly allotment established in the applicable Statement of Work ("SOW") and are quoted on a use-it-or-lose-it basis. All training hours must be utilized within twelve (12) months following implementation and must be scheduled in segments of four (4) to eight (8) hours.

Purchaser will be billed as training is completed, up to the full quoted training amount. The full quoted amount remains payable regardless of actual usage, including any unused hours remaining after the twelve (12) month period.

If Purchaser requires additional training hours or premium support beyond the quoted allotment, such services may be purchased as add-on offerings at Provider's then-current hourly rates.

C. Additional Payment Terms:

Purchaser agrees to pay Harris the total amount due under each invoice, net 30 days. Any amounts not paid within 30 days of such invoicing shall bear interest at the rate of 1.5% per month until paid. If the invoicing, including accumulated interest, remains unpaid in excess of 90 days, Harris will terminate the provision of, or access to the Software Application(s) and/or Professional Services, as applicable, until full payment is received. The Purchaser shall also be liable for all expenses associated with the collection of delinquent invoicing.

State Taxes are applicable on prices listed. If the Purchaser is considered tax exempt under applicable law, a tax exemption certificate must be provided with this signed Agreement.

All other software (non-S&W written software), products or services, will be invoiced as installed or services rendered. If a purchase order is required by the Purchaser, Purchaser shall provide Harris with such purchase order with this Agreement.

3. Term of Agreement.

This Agreement shall commence upon the date this Agreement is fully executed by the parties, and shall continue for a period of 12 consecutive months, or one year, thereafter, representing the "**Initial Term,**" and shall be automatically renewed for subsequent periods of one (1) year (each, a ("**Renewal Term**"). Together, the Initial Term and any subsequent Renewal Terms shall constitute the "**Term**" of this Agreement.

Either party may terminate this Agreement by provided the other party with written notice 90 days prior to the expiration of the Initial Term or any Renewal Term.

4. Maintenance and Support Services.

The payment of the Annual Maintenance and Support Fees ("MSF") includes program updates, enhancements and general releases that Harris makes available to the Purchaser as part of its regular software maintenance program. MSF does not include fees for any third-party licenses or Harris services that may be necessary to perform a third-party license upgrade. MSF also includes access to the Harris support services.

Server Access. The services provided under this Agreement are contingent upon Harris's ability to gain exclusive access to the Software Application(s) on the Purchaser's servers utilizing the existing Virtual Private Network (VPN) connection that is presently provided by the Purchaser.

5. Additional Customization(s).

The Purchaser has jointly reviewed the Software Applications and has determined them to be adequate except as noted in any "Customizations" section in this Agreement, or any prior agreement amongst the parties, only added as applicable. Additional customization(s) or report modifications not identified in this Agreement will be quoted as requested and billed at the hourly rate of $200.00. Customizations and/or report modifications requested one year or more from the date of this Agreement will be billed at the then current Harris hourly rate. No additional customizations will be undertaken without prior agreement by both Parties on cost, scope of functionality, and impact on any project schedule.

Ten (10) percent of any fees associated with any customization services will automatically be added to the Annual Maintenance and Support Fees.

6. Professional Services.

Additional Professional Services, as applicable, are available on-site or via the telephone/internet. Telephone/internet work is billed at 200.00 per hour. On-site work is billed at $1,600.00 per day plus travel, lodging and per diem expenses. Work performed one year or more from the date of this agreement will be billed at the then current Harris rates. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

In the event Purchaser wishes to schedule any Professional Services on a Saturday, there is a $250 surcharge.

Application consulting and setup services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

7. Travel and Lodging Expenses.

Travel and lodging expenses will be billed in conjunction with any Professional Services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If a Harris employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When a Harris employee is at or traveling to the Purchaser's offices, eighty-five dollars ($85) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the Purchaser's office on a holiday, one hundred dollars ($170) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

8. Proprietary Rights & Licenses.

Subject to the limited rights expressly granted hereunder, Harris reserves all of its rights, title, and interest in and to the Software Applications, Professional Services, and any and all other products, services or materials provided by Harris, including all derivatives, improvements or enhancements thereof, and including all intellectual property rights therein and thereto.

Purchaser grants to Harris and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any suggestion, enhancement request, recommendation, correction or other feedback provided by Purchaser relating to the Software Applications and Professional Services.

9. Grant of License & Purchaser Usage Restrictions

Harris hereby grants Purchaser a nontransferable, nonexclusive, nonrefundable license under the terms of this Agreement to use the Software Applications on its equipment subject to the following usage restrictions:

Purchaser will not:

a. make any Software Applications available to, or use any Software Applications for the benefit of, anyone other than the Purchaser;
b. sell, resell, license, sublicense, distribute, rent, lease or assign the Software Applications, or include any Software Applications in a service bureau or outsourcing offering;
c. use a Software Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights
d. use a Software Application to store or transmit Malicious Code ("Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and trojan horses);
e. interfere with or disrupt the integrity or performance of any Software Application or third-party data contained therein;
f. attempt to gain unauthorized access to any Software Application or its related systems or networks;
g. permit direct or indirect access to or use of any Software Application in a way that circumvents a contractual usage limit;
h. copy a Software Application or any part, feature, function or user interface thereof;
i. frame or mirror any part of any Software Application, other than framing on Purchaser's own intranets or otherwise for Purchaser's own internal business purposes or as permitted in this Agreement;
j. monitor the availability, performance or functionality of the Software Applications, or access the Software Applications for any other benchmarking or competitive purposes;
k. access any Software Application in order to build a competitive product or service;
l. reverse engineer any Software Application (to the extent such restriction is permitted by law).

No license is given to Purchaser for the source code to the Software Applications. The Purchaser is expressly prohibited from reverse engineering, decompiling, or disassembling the Software Applications or from creating a derivative or modified copy of the Software Applications.

Automated Access and AI Restrictions. Purchaser shall not, and shall not permit any third party (including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Software Applications or Professional Services, their outputs, or proprietary data, in any manner that: (a) extracts, harvests, mines, scrapes, or otherwise collects proprietary data or system outputs; (b) evaluates, analyzes, benchmarks against, reverse engineers or replicates the functionality, processes, workflows, features or algorithms of the including automated systems, bots, or artificial intelligence tools) to access, query, or interact with the Software Applications or Professional Services; or (c) is used to train, develop, or improve any machine learning or artificial intelligence system. Purchaser is responsible for any such prohibited activity performed by its users, contractors, or systems acting on its behalf.

Initial delivery of the Software Application shall be COTS ("Commercial off the shelf"). Purchaser is not relying upon any future product availability or functionality upon entering into the payment obligations under

this Agreement.

10. Performance by Purchaser.

a. **Co-operation by Purchaser.** The Purchaser acknowledges that the success and timeliness of any Professional Services, as applicable, shall require the active participation and collaboration of the Purchaser and its staff and agrees to act reasonably and co-operate fully with Harris.

b. **Required Programs.** The Purchaser acknowledges that if the use of the Software Applications requires that the Purchaser obtain and install additional software programs, then the Purchaser agrees that the acquisition of the additional software programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Purchaser further acknowledges that the operation of the Software Applications requires the Purchaser's hardware to be of sufficient quality, condition and repair, and the Purchaser agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense.

c. **Purchaser IT Responsibilities.** For the avoidance of doubt, the Purchaser shall be completely responsible for the following IT technologies: servers(s), routers, database and associated security hardware and software; operating system and SQL server licenses; and configuration of firewalls and security. This Section 11(c) is included for clarity, and the foregoing is a non-exhaustive list of Purchaser's IT responsibilities.

d. **Project Manager.** The Purchaser shall appoint a project manager who shall work closely with Harris staff to facilitate any Professional Services provided hereunder and who shall be responsible for supervising the staff of the Purchaser and their co-operation with and participation in such process.

e. **VPN.** The Purchaser shall maintain a VPN connection with Harris for the Software Applications, Professional Services and Maintenance and Support Services.

11. Other Services or Hardware

The purchase of any additional services, database products, hardware, or equipment, from Harris or a third-party vendor ("**Additional Services and/or Hardware**") shall be governed by the terms of the separate agreement and/or ordering document entered into between the parties, or the Purchaser and the third-party vendor, as applicable and governing the purchase of the Additional Services and/or Hardware.

12. Hardware Maintenance Services

If Purchaser has purchased maintenance services specific to Hardware (the "Hardware Maintenance"), the Hardware Maintenance shall be governed by the following terms:

i. ELIGIBILITY FOR ON-CALL COVERAGE:

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

ii. RESPONSIBILITIES OF HARRIS COMPUTER SERVICES

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

A. Provide preventive maintenance which shall consist of HARRIS personnel taking those actions which in their opinions are necessary to insure proper machine operation. Preventive maintenance shall be performed during the contracted period of coverage designated on page thereof. Such preventive maintenance may be scheduled or performed concurrently with remedial services. Preventive maintenance shall be performed at intervals as defined by HARRIS Field Service.

B. Provide remedial maintenance service during the contracted period of coverage when notified that the equipment is inoperative. HARRIS neither guarantees nor implies availability of service outside the contracted period of coverage but will use its best efforts to supply such service. All service performed outside the contracted period of coverage will be charged to the PURCHASER separately at the then prevailing applicable Non-Contract Service Rates, listed below.

C. Provide all labor and parts which in the opinion of HARRIS personnel are necessary for maintaining the equipment in good operating condition. Only new standard parts or parts of equal quality shall be used in providing maintenance. All parts removed for replacement by HARRIS shall become the property of HARRIS.

D. Provide maintenance service (preventive and remedial) which is limited to the equipment covered hereby, and which is contingent upon the proper use of the equipment in the application for which the equipment was intended. Maintenance service does not cover equipment which has been modified without HARRIS approval, or which has been subjected to unusual physical or electrical stress. HARRIS shall be under no obligation to furnish maintenance service (preventive or remedial) if (1) adjustment, repair, or parts replacement is required because of accident, neglect, misuse, failure of electrical power, air conditioning or humidity, transportation or causes other than ordinary use; (2) the equipment is maintained or repaired, or attempts to repair or service the equipment are made other than by HARRIS personnel without the prior approval of HARRIS; or (3) the equipment is removed from its location of initial installation and/or reinstalled without the prior approval HARRIS ; or (4) equipment is being used or programmed improperly. Any maintenance service (preventive and remedial) furnished for equipment which is not attributable to normal operation as discussed in this subparagraph D shall be charged to the PURCHASER separately at the then prevailing standard HARRIS labor and material rates. In addition, HARRIS shall be under no obligation to furnish such maintenance services during any period of time within which the PURCHASER does not perform its responsibilities hereunder including but not limited to, PURCHASER'S provision of on-time payment of monthly maintenance charges, access to the equipment, adequate facilities within reasonable distance from the equipment, and equipment necessary for maintenance, all as defined herein.

E. Not provide operating supplies or accessories, paint, or refinish the equipment or furnish materials thereof.

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

iii. RESPONSIBILITIES OF THE PURCHASER

A. HARRIS shall specify the times, as mutually agreed during the contracted period of coverage, required for performing preventive maintenance services and PURCHASER shall provide HARRIS access to the equipment during such specified times.

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

iv. MOVEMENT OF EQUIPMENT

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

v. SERVICE CHARGES

A. Charges for maintenance service (preventive and remedial) provided outside the service coverage period specified herein shall be at the then prevailing applicable HARRIS Non-Contract Service Rates. HARRIS neither guarantees nor implies the availability of service outside the said service coverage period.
B. The charges set forth at Exhibit A in this contract are the charges in effect on the Commencement Date of this contract. These charges are subject to change by HARRIS at any time following the expiration of the initial term upon thirty (3O) days prior written notice.

C. Maintenance charges set forth at Exhibit C in this contract are the charges in effect on the Commencement Date of this contract and are due and payable either monthly or annually IN ADVANCE beginning on the Commencement Date of this contract. HARRIS reserves the right to withhold services for any account which is past due more than 60 days.
D. Travel charges are excluded from this contract and will be charged on a per call basis at HARRIS standard rates for sites located beyond 150 miles from HARRIS Service Center.
E. Charges for maintenance service provided outside the service coverage period shall be due and payable thirty (30) days from the date of invoice at the then prevailing HARRIS Non-Contract Service Rates.
F. All charges are exclusive of all federal, state, municipal, or other government, excise, sales, use, occupational, or like taxes now in force or enacted in the future and therefore are subject to an increase in equal amount to any tax HARRIS may be required to collect or pay upon the services performed hereunder, whether during the service coverage period or otherwise, or for materials furnished hereunder.
G. Failure of the PURCHASER to pay all service charges when due shall constitute sufficient cause for HARRIS to suspend or terminate service under this contract. Suspension or termination shall not relieve the PURCHASER of its obligation to pay its outstanding service charges, including any applicable late charges. PURCHASER will be required to pay all outstanding service charges for the period of suspension prior to reinstatement of services.
H. HARRIS shall not refund any pre-paid fees if this contract is terminated.

vi. **MODIFICATION OF EQUIPMENT**

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

vii. **ADDITIONAL EQUIPMENT**

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

viii. **NON-CONTRACT SERVICE RATES**

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

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

13. Out-of-Scope Maintenance and Support.

For the avoidance of doubt, Harris shall have no obligation to provide any of the following Maintenance and Support for any of the Software Applications, Professional Services, or Additional Services and/or Hardware (unless legally obligated to under the terms of a separate agreement):

a. Any programming required to repair data due to hardware problems or improper use of any system and any expenses associated with such repair(s), for example, Federal Express shipments, storage media, and telephone expenses;
b. Any remedial maintenance for problems which could have been prevented by implementation of a distributed patch, update, or maintenance release; and
c. Any retraining necessitated by turnover of employees of the Purchaser.

Additionally, Harris shall be under no obligation whatsoever for any of the following expenses related to any Software Applications, Professional Services, Maintenance and Support, or Additional Services and/or Hardware:

a. Shipping or express courier charges;
b. transmission supplies such as storage media;
c. cellular data charges;
d. on-site consulting services;
e. out-of-town travel and related expenses; and,
f. custom programming and related expenses.

14. Confidentiality.

"**Confidential Information**" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Harris Confidential Information includes the Software Applications; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

The Receiving Party will (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, not disclose Confidential Information of the Disclosing Party to any third party, and only disclose Confidential Information of the Disclosing Party to those of its employees who need that access for purposes consistent with this Agreement or to its affiliates, lawyers or accountants. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law or by the order of a court or similar judicial or administrative body to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

15. Warranty Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY

KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

HARRIS DOES NOT WARRANT THAT THE SOFTWARE APPLICATIONS WILL MEET ANY EXACT USER REQUIREMENTS, AND THAT THE SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED.

PURCHASER AGREES THAT PURCHASES HEREUNDER ARE NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY HARRIS REGARDING FUTURE FUNCTIONALITY OR FEATURES.

IT IS FURTHER ACKNOWLEDGED BY THE PARTIES HERETO THAT ANY HARDWARE OR EQUIPMENT PROVIDED BY HARRIS TO PURCHASER WAS MANUFACTURED AND DELIVERED TO PURCHASER BY A THIRD-PARTY MANUFACTURER AND HARRIS IS RESELLING IT TO PURCHASER. AS SUCH, HARRIS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY WARRANTY PURCHASER HAS WITH RESPECT TO THE HARDWARE OR EQUIPMENT SHALL BE SOLELY PROVIDED BY THE MANUFACTURER(S).

16. Limitations on Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY PURCHASER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INITIAL CLAIM. THE ABOVE LIMITATIONS WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY. HOWEVER, THE ABOVE LIMITATIONS WILL NOT LIMIT PURCHASER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. IF THE DISCLAIMER OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE UNENFORCEABLE, THEN THE PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

IF THE DISCLAIMER OF DAMAGES OR LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE UNENFORCEABLE, THEN THE PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

17. Change Order Process.

With respect to any proposed changes to the Professional Services defined by this Agreement, as applicable, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change in the allocation of the resources of Harris applied to a task, changes in completion schedules for individual tasks, and changes in staffing that require Harris to provide additional work hours, Harris may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not

be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

The following individuals are authorized to sign off on change orders on the Purchaser's behalf:

Name: _____ Title: _____

Name: _____ Title: _____

The following individuals are authorized to sign off on change orders on Harris's behalf:

Ruth Niermeyer Executive Vice President, Harris Lighthouse
Ronnie Parker Director of RD, S&W Minicomputers

18. Termination.

Termination. A party may terminate this Agreement (i) thirty (30) days after providing written notice to the other party of a material breach of its obligations under this Agreement if such breach remains uncured at the expiration of such 30-day period, and (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Effects of Termination. If this Agreement is terminated by either party for any reason, Purchaser shall pay for all Software Applications delivered, any Professional Services rendered, and T&L expenses incurred, prior to termination. In no event will termination relieve Purchaser of Purchaser's obligation to pay any fees payable to Harris for the period prior to the effective date of termination.

On-site Services. Cancellation of any on-site Professional Services by Purchaser is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services. Cancellation by Purchaser with fourteen (14) days or less of scheduled on-site Professional Services will be billed at fifty percent (50%) of the on-site fee, plus any non-recoverable costs incurred by Harris due to advance scheduling of travel. Additionally, Purchaser hereby acknowledges that cancellation of on-site Professional Services means that such on-site Professional Services will be rescheduled as Harris' then current schedule permits. Harris is not responsible for any delay in Purchaser's project resulting from Purchaser's cancellation of consulting. If additional services are required because the Purchaser was not adequately prepared for the on-site Professional Services, Harris will provide a Change Order to the Purchaser for the additional services.

19. Governing Law; Venue.

This Agreement shall be governed by the substantive and procedural laws of the State of Alabama. Purchaser hereby agrees to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Alabama in any dispute arising out of or related to this agreement.

20. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. Any modification or waiver of this Agreement is effective only if it is in writing signed by an authorized representative of the party to be charged. Provisions of a Purchaser purchase order or similar document are not applicable if they conflict with or add to the terms of this Agreement.

BY: Purchaser

HARRIS
LOCAL GOVERNMENT
Software Solutions for the Public Sector

By: Danny Pattison
Authorized Signature

7-13-26
Signed Date:

BY: HARRIS

By: Ruth Niermeyer

Ruth Niermeyer, EVP

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

BE IT RESOLVED, by the County Commission of Lauderdale County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

> Preliminary Engineering, Right-of-Way, Utility and Construction in the bridge replacement of BIN 001559 on CR-14 over Second Creek near Waterloo; Project# DEMO-A234( ), CPMS Ref# 100078553, 100078554, 100078555, and 100078556;

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Administrator and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Administrator.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

26-01412

PRELIMINARY ENGINEERING,
RIGHT-OF-WAY,
UTILITY
AND CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
LAUDERDALE COUNTY COMMISSION

Project No. DEMO-A234( )
CPMS Ref# 100078553, 100078554, 100078555,
And 100078556

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the Lauderdale County Commission, Alabama, (FEIN 63-6001589) hereinafter referred to as the COUNTY.

WHEREAS, the STATE and the COUNTY desire to cooperate in the bridge replacement on CR-14 over Second Creek near Waterloo, BIN 001559; Project# DEMO-A234( ); CPMS Ref# 100078553, 100078554, 100078555, and 100078556.

NOW, THEREFORE, it is mutually agreed between the STATE and the COUNTY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Highway Infrastructure Program (HIP) Funds shall be limited to $7,000,000.00 for this project. Any deficiency in Federal Aid or overrun in costs will be borne by the COUNTY from COUNTY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 600,000.00
County Funds	$ 150,000.00
TOTAL (Incl Indirect Cost)	$ 750,000.00

RIGHT-OF-WAY

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 160,000.00
County Funds	$ 40,000.00
TOTAL (Incl Indirect Cost)	$ 200,000.00

UTILITY

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 400,000.00
County Funds	$ 100,000.00
TOTAL (Incl CE&I & Indirect Cost)	$ 500,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal Funds	$ 5,840,000.00
County Funds	$ 1,460,000.00
TOTAL (Incl CE&I & Indirect Cost)	$ 7,300,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the COUNTY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA), or in excess of the limiting amounts previously stated, will not be an eligible cost to the project and will be borne and paid by the COUNTY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the COUNTY.

Highway Infrastructure Program funds will remain available for authorization through September 30, 2029. Any such amounts not authorized on or before September 30, 2029, shall expire.

PART THREE (3): PROJECT SERVICES

A. The COUNTY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this Agreement will be accomplished on property owned by or which will be acquired by the COUNTY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the COUNTY. In cases where property is leased, or

easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property or property interests acquired shall be in the name of the COUNTY with any condemnation or other legal proceedings being performed by the COUNTY.

The COUNTY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the COUNTY from the sale or lease of property.

B. The COUNTY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost as part of this Agreement.

C. The COUNTY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with COUNTY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the COUNTY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All costs for which the COUNTY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the COUNTY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The COUNTY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the COUNTY and approved by the STATE. The plans, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. It is understood by the COUNTY that failure of the COUNTY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.

D. The COUNTY will furnish all construction engineering for the project with COUNTY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The COUNTY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The COUNTY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the COUNTY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The COUNTY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the COUNTY, the COUNTY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The COUNTY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this Agreement. The COUNTY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the COUNTY will provide all bids to the STATE with a recommendation for award. The COUNTY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use COUNTY Forces, the Construction for the project will be performed by the COUNTY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The COUNTY will secure all permits and licenses of every nature and description applicable to the project in any manner; conform to and comply with the requirements of any such permit or license; and comply with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation, and the project will be built in accordance with the approved plans.

E. The COUNTY shall be responsible at all times for all of the work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in

compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

F. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the COUNTY will assume full ownership and responsibility for the portion of the project work on COUNTY right-of-way and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The COUNTY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The COUNTY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, and unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this Agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE of the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The COUNTY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The COUNTY will report to the STATE the progress of the project in such manner as the STATE may require. The COUNTY will also provide the STATE any information requested by the STATE regarding the project. The COUNTY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The COUNTY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project and any and all data and records which in any way relate to the project or to the accomplishment of the project. The COUNTY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the COUNTY will give its full cooperation to those persons or their authorized representatives, as applicable.

The COUNTY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to and the right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this Agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the COUNTY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this Agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE, and nothing in this Agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this Agreement shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that, if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this Agreement, the contracting 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. No member, officer, or employee of the COUNTY, during their tenure of employment and for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This Agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

Lauderdale County, Alabama

By: _____

As Chairman (Signature)

Danny Pettus

Print Name of Chairman

ATTEST:

By: _____

Clerk (Signature)

Brooke Slatton

Print Name of Clerk

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____ S.A. Higgins

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ _____

Derrick R. Wilson, P.E. **dsey, P.E.**

North Region Engineer **e ocal Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS 5th **DAY OF** August **, 2026**

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the Lauderdale County Commission as follows:

That the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Bridge replacement on CR-14 over Second Creek near Waterloo, BIN 001559; Project# DEMO-A234( ); CPMS Ref# 100078553, 100078554, 100078555, and 100078556.

Which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman for and on its behalf and that it be attested by the County Clerk and the official seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County.

I, the undersigned qualified and acting Clerk of Lauderdale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County named therein, at a regular meeting of such Commission held on the 13th day of July, 2026, and that such resolution is on file in the County Clerk's Office.

ATTESTED:

Bubba Smith
County Clerk

Danny Pettus
Chairman

13TH day of July, 20 26, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 13TH day of July, 20 26.

Bubba Smith
County Clerk

(AFFIX SEAL)



EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the COUNTY upon an equitable basis. The value of the work performed by the COUNTY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

   1. The ratio of the amount of work performed by the COUNTY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

   2. The amount of the expense to which the COUNTY is put in performing the work to be terminated in proportion to the amount of expense to which the COUNTY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the COUNTY prior to the termination, no consideration will be given to profit, which the COUNTY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the COUNTY, the value of the work performed by the COUNTY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by COUNTY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the COUNTY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The COUNTY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The COUNTY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The COUNTY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the COUNTY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the COUNTY of the COUNTY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The COUNTY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a COUNTY is in the exclusive possession of another who fails or refuses to furnish this information, the COUNTY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the COUNTY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the COUNTY under contract until the COUNTY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The COUNTY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The COUNTY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a COUNTY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the COUNTY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the COUNTY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The COUNTY agrees to ensure that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not 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. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the COUNTY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the COUNTY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the COUNTY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The COUNTY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The COUNTY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The COUNTY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The COUNTY, in accordance with the status of COUNTY as an independent contractor, covenants and agrees that the conduct of COUNTY will be consistent with such status, that COUNTY will neither hold COUNTY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that COUNTY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of COUNTY.

COUNTYS' CERTIFICATIONS

The COUNTY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non-salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the COUNTY. The COUNTY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the COUNTY at the time of execution of the AGREEMENT. The COUNTY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The COUNTY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The COUNTY agrees that a meal allowance shall be limited to COUNTY employees while in travel status only and only when used in lieu of a per diem rate.

The COUNTY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The COUNTY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.
S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31,
U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

NON-APPROPRIATION AND PRORATION

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 COUNTY 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 COUNTY is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the COUNTY 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 Section 213 of the Constitution of Alabama, as amended.

NO CONFLICT WITH APPLICABLE LAW

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

ALTERNATIVE DISPUTE RESOLUTION

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.

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.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Alabama
Department of Transportation
North Region – Tuscumbia Area
Office of Operations Engineer
295 Hwy. 20 East – PO Box 495
Tuscumbia, AL 35674
Telephone 256-389-1400
Fax 256-389-9602

Kay Ivey
Governor

John R. Cooper
Transportation Director

Date: 7-21-26

To: Mr. Jason Phelps, Local Transportation

From: Jud Young, PE
Preconstruction Engineer
ALDOT North Region, Tuscumbia Area

RE: DEMO-A234( ) Bridge Replacement on CR-14 over Second Creek in Waterloo, Lauderdale Co.

Items Sent: Funding Agreement (Signed by County and Region)

	For Review
	For Approval
X	For Signature

X	For Processing
	For Your File
	Please Return

JUL 2026
Bureau of Local Transportation
Dept. of Trans.

Comments:

Copy to:

26-01412

ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
ROUTING SLIP

Telephone: 334-242-6208
Fax: 334-353-6550

DATE: July 23, 2026

'26 JUL 23 PM 3:07

TO: William F. Patty
Chief Counsel

FROM: Robert B. Dees, P.E.
Local Transportation

RE: **Preliminary Engineering, Right-of-Way, Utility, & Construction Agreement**

ACTION TO BE TAKEN:

____Execute and Return
____Signature/Approval
____Approval & Forward for Director's Signature
____Approval & Forward for Chief Engineer's Signature

REMARKS:

Preliminary Engineering, Right-of-Way, Utility, & Construction Agreement: DEMO-A234( ) PE-100078553, RW-100078554 UT-100078555 CN-100078556
Cooperate in the bridge replacement on CR-14 over Second Creek near Waterloo in **Lauderdale County Commission**.

ALDOT CONSTRUCTION CONTRACT
REVIEW CHECKLIST

Rev 08/08/16

FEDERAL AID CONSTRUCTION AGREEMENTS

- ✓ Agreement work description consistent with transmittal sheet sent to Chief Engineer.
- ✓ Local governmental entity agrees to adjust utilities without cost to State.
- — Local governmental entity agrees to adjust utilities with cost to State.
- — No Federal Aid funds used for preliminary engineering.
- ✓ Federal Aid Funds may be used for construction engineering.
- ✓ Local governmental entity to comply with State construction specifications.
- ✓ Project oversight provided by State.
- ✓ Project eligible for federal funding will be funded with no more than 80% federal funds.
- ✓ Unless within the State Highway Maintenance System, local governmental entity assumes responsibility for maintenance.
- ✓ Agreement does not constitute a debt of the State as prohibited under Article 11, Section 213 of Alabama Constitution.
- ✓ Local governmental entity will indemnify and hold harmless the State, ALDOT and its officers, officials, agents, servants and employers.
- ✓ Local government entity is not agent of State.

CONSTRUCTION CONTRACTS (TO BE COMPLETED BY LEGAL)

N/A SMB

- ____ Amount in Director's Transmittal letter same as amount bid.
- ____ Bid amount is same as amount in contractor proposal.
- ____ Performance bond signed and dated after contract award and before work commencement.
- ____ Performance bond work description consistent with contract work description.
- ____ Funds designated to contract amount equal bid amount.

[signature] 7-23-26

LOCAL TRANSPORTATION — Date

REVIEWED:

[signature] 7/23/26

Attorney — Date

ALABAMA DEPARTMENT OF TRANSPORTATION
LOCAL TRANSPORTATION BUREAU
ROUTING SLIP
Telephone: 334-242-6208
Fax: 334-353-6550

DATE: July 24, 2026



TO: Edward N. Austin, P.E.
Chief Engineer

FROM: Bradley B. Lindsey, P.E.
State Local Transportation Engineer

RE: **Preliminary Engineering, Right-of-Way, Utility, & Construction Agreement**

ACTION TO BE TAKEN:

____Execute and Return
____Signature/Approval
____Approval & Forward for Director's Signature
____Approval & Forward for Chief Engineer's Signature

REMARKS:

Preliminary Engineering, Right-of-Way, Utility, & Construction Agreement: DEMO-A234( ) PE-100078553, RW-100078554, UT-100078555 CN-100078556
Cooperate in the bridge replacement on CR-14 over Second Creek near Waterloo in **Lauderdale County Commission.**

* **Please sign & return to Local Transportation (Attn: Brianna Veazey)**

* **After the Governor's signature, please return to Local Transportation (Attn: Brianna Veazey) for Distribution.**

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Now Therefore Be It Resolved that the Lauderdale County Commission approves to renew its endpoints thru the ICS Bronze ProActive Care Managed Security at a price of $3,000 per month for 200 endpoints.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

ICS Technologies
Your Business Technology Partner

Proposal for ICS Bronze ProActive Care Managed Security

Prepared for: Lauderdale County
Prepared by: Melanie Agee | ICS Technologies
Date: July 2, 2026

This proposal outlines the ICS Bronze ProActive Care service, designed to enhance the operational efficiency and security of your IT infrastructure. With a focus on proactive monitoring, management, and support, our service aims to minimize downtime, optimize performance, and safeguard your assets against potential threats. The service requires a one-year minimum contract, with a review of contract terms and pricing at the end of the term.

The ICS Bronze ProActive Care includes the following key services:

1. Device Health/Usage Monitoring/Asset Tracking - Keeps an updated inventory of your hardware and software assets while tracking storage, memory issues, and potential device failures. ICS will email any health alerts found.
2. Patch Management - Automate deployment of patches to both Microsoft and non-Microsoft applications remotely.
3. ICS Access to PCs/servers for remote support.
4. EDR (End Detection Response) Protection: Offers automated threat detection and response using AI to identify and respond to malicious behavior. ICS will notify you with any threats detected.
5. EDR with SOC: Provides 24/7 Managed Detection Response (MDR), offering continuous monitoring and human expert analysis of threats. ICS will call or email, depending on threat level, to alert you to our findings.
6. Asset and alert summary reports monthly.

Pricing

The pricing for the ICS Bronze ProActive Care service is based on the number of network devices to be monitored and managed. The proposal is based on the following:

200 Endpoints @ $15.00 per month each	Total Monthly Cost $3,000.00

ICS Technologies
Your Business Technology Partner

In conclusion, the ICS Bronze ProActive Care service offers a robust solution tailored to meet the needs of your IT infrastructure. With a contract duration of one year, our service will commence promptly upon acceptance of this proposal and the completion of necessary installations. This proactive approach ensures that your devices remain secure, updated, and operating at peak performance throughout the contract period. Additionally, we will conduct a thorough review of services and pricing at the end of the year, allowing us to assess our partnership and make any necessary adjustments to better serve your needs. We are excited about the prospect of collaborating with you to enhance your IT operations and provide the support you require for seamless technology management.

Thank you for considering ICS Bronze ProActive Care. We look forward to your positive response.

Thank you,

Melanie Agee

THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE LISTED ABOVE OR UNTIL PRICES/AVAILABILITY CHANGE. APPLICABLE SALES TAX WILL BE ADDED TO INVOICES AS REQUIRED BY LAW. THIS SALE IS SUBJECT TO TERMS & CONDITIONS AS STATED IN THE ICS CREDIT APPLICATION & AGREEMENT.

STATE OF ALABAMA §

COUNTY OF LAUDERDALE §

RESOLUTION

Now Therefore Be It Resolved that the Lauderdale County Commission approves Insolvents, Errors, Litigations and Unsold Tax Liens for 2025 and Uncollected Insolvents and Taxes in Litigation for Previous Years as provided by the Lauderdale County Revenue Commissioner.

Done this the 13th day of July 2026.

LAUDERDALE COUNTY COMMISSION

Danny Pettus, Chairman

Brad Black, Commissioner

William Garner, Commissioner

Todd Nix, Commissioner

ATTEST:

Brooke Slatton, County Administrator

Joe Hackworth, Commissioner

DFC 22 (Rev. 03-22)

INSOLVENTS, ERRORS, LITIGATIONS AND UNSOLD TAX LIENS FOR 2025 AND UNCOLLECTED INSOLVENTS AND TAXES IN LITIGATION FOR PREVIOUS YEAR(S)

THE STATE OF ALABAMA
Lauderdale COUNTY

BE IT REMEMBERED, That at the meeting of the Board of County Commissioners of said County, held on this _____ day of _____, 2026, Revenue Commissioner/Tax Collector of said County, made his report of "Insolvents", "Errors in Assessment", "Taxes in Litigation", and "Unsold Tax Liens" on taxes for the current year 2025, as required by Code of AL 1975, Section 40-5-23. And after a careful and rigid examination of said reports by said Board, it was considered and adjudged that said collector be allowed credit on his final settlement with the Comptroller for the following amounts:

	State Taxes	
Insolvents:	-- General	$ 210.75
	-- Soldier	$ 84.30
	-- School	$ 252.90
Errors in Assessment:	-- General	$ 32,563.90
	-- Soldier	$ 13,025.56
	-- School	$ 62,882.76
Taxes in Litigation:	-- General	$ 146.60
	-- Soldier	$ 58.64
	-- School	$ 175.92
Unsold Tax Liens:	-- General	$ 277.95
	-- Soldier	$ 111.18
	-- School	$ 333.54

And said Collector has also made his report for final allowance of the uncollected balances of **Insolvent Taxes** for the previous year 2024, as required by Code of AL 1975, Section 40-5-29; and the Board thereupon made the following allowances to said Collector of such Insolvent Taxes as he may have been unable to collect, as follows:

State Taxes:	-- General	$ 0.00
	-- Soldier	$ 0.00
	-- School	$ 0.00

And said Collector is also allowed credit for the following **taxes in litigation** for the previous year(s) which he has been unable to collect as follows:

	General	Soldier	School
2024 and Prior Years:	$ 99.42	$ 39.77	$ 119.30

Given under my hand this 13TH day of July, 2026

Presiding Officer

See Code of AL 1975, Sections 40-5-23 and 40-5-24 as to taxes of current year and Sections 40-5-26 and 40-5-29 as to insolvent taxes and taxes in litigation of previous year(s).

Lauderdale County Revenue Commissioner's Office Insolvent List 2025 Tax Year

BPPIN	Tax Year	Del Tax Due	Fees Due	Interest Due as of Calc Date	Total Due	Physical Address	Customer	Company/DBA Name	Attn To Mail	Mail Address	Mail City, State Zip	Phone	Email
BPP-86358	2025	$ 3,266.54	$ 115.00	$ 163.33	$ 3,544.87	15701 HWY 72	EVANS LOG & LUMBER LLC			PO BOX 499	WINCHESTER, TN 37398	9316919081	EVANSLOGANDLUMBERLLC@YAHOO.COM
BPP-74236	2025	$ 407.62	$ 85.00	$ 20.38	$ 513.00	416 N SEMINARY ST STE 2500	FELIX MORRIS MD LLC		FELIX MORRIS MD LLC	416 N SEMINARY ST STE 2500	FLORENCE, AL 35630	2567661102	HUFFAKER@HIWAAY.NET
BPP-63429	2025	$ 47.40	$ 90.00	$ 2.37	$ 139.77	1019 W MOBILE ST	HAYES GARAGE		HAYES GARAGE	1019 W MOBILE ST	FLORENCE, AL 35630		
BPP-80440	2025	$ 13.37	$ 90.00	$ 0.67	$ 104.04	1602 LEE ST	KIRK, MARGARET CANDICE		TOO PEAS	1602 LEE ST	ROGERSVILLE, AL 35652	2562473317	TOOPEASGIFS@GMAIL.COM
BPP-66110	2025	$ 98.20	$ 90.00	$ 4.91	$ 193.11	2801 MALL DRIVE STE 17	LINDA S GRIMES INC PARKWAY TAX SERVICE		PARKWAY TAX SERVICE	2801 MALL DR STE 17	FLORENCE, AL 35630	2567667707	PARKWAYTAXSERV@BELLSOUTH.NET
BPP-62003	2025	$ 342.94	$ 5.00	$ 17.15	$ 365.09	300 E TENNESSEE ST	MCDANIEL WINDOW & DOOR CO INC		MCDANIEL WINDOW & DOOR CO INC	300 E TENNESSEE ST	FLORENCE, AL 35630	2567649591	ASHLEY@NORVELLCPAS.COM
BPP-62698	2025	$ 34.52	$ 90.00	$ 1.73	$ 126.25	944 COUNTY RD 323	MCKINNEY, RONALD J		THEROUX HOME INSULATION CO	PO BOX 442	FLORENCE, AL 35631	2567649307	AMY@JOHNSONANDJOHNSONCPA.COM
BPP-62303	2025	$ 24.19	$ 90.00	$ 1.21	$ 115.40	102 S COURT ST 6TH FL	MITCHELL, J WILSON ATTY		J WILSON MITCHELL ATTY	1905 BRUIN DR	FLORENCE, AL 35630	256-764-0582	
BPP-81274	2025	$ 2.28	$ 90.00	$ 0.11	$ 92.39	2083 HWY 101	PHILLIPS, CHRIS		H & H AUTO SALES	506 HAZELWOOD DR	FLORENCE, AL 35633	2567109123	
BPP-71223	2025	$ 232.90	$ 90.00	$ 11.65	$ 334.55	9321 HWY 207	STEPHENS PERFORMANCE INC		STEPHENS PERFORMANCE INC	PO BOX 208	ANDERSON, AL 35610	2562471839	2FILEMYTAXES@GMAIL.COM
BPP-81712	2025	$ 17.00	$ 85.00	$ 0.85	$ 102.85	300 E TENNESSEE ST	T & M LEASING INC		T & M LEASING INC @ MCDANIEL DOORS	300 E TENNESSEE ST	FLORENCE, AL 35630	2567105626	LAURA@NORVELLCPAS.COM
BPP-70987	2025	$ 80.75	$ 85.00	$ 4.04	$ 169.79	3100 HOUGH RD (WAL MART)	THE CLIPPER CORPORATION (COST CUTTERS)		COST CUTTERS #2	1 OFFICE PARK CR STE 103	BIRMINGHAM, AL 35223	2053179641	SARAH@BACKSHOPGROUP.COM
BPP-72232	2025	$ 82.11	$ 5.00	$ 4.11	$ 91.22	1145 HWY 72	THE CLIPPER CORPORATION (COST CUTTERS)		COST CUTTERS #4	1 OFFICE PARK CR STE 103	BIRMINGHAM, AL 35223	2059999641	SARAH@BACKSHOPGROUP.COM
BPP-73043	2025	$ 98.60	$ 5.00	$ 4.93	$ 108.53	392 COX CREEK PKWY	THE CLIPPER CORPORATION (COST CUTTERS)		COST CUTTERS #16	1 OFFICE PARK CR STE 103	BIRMINGHAM, AL 35223	2053179641	SARAH@BACKSHOPGROUP.COM
BPP-62915	2025	$ 602.64	$ 90.00	$ 30.13	$ 722.77	1201 FLORENCE BLVD	THE KRYSTAL COMPANY		KRYSTAL	1219 KATY FWY STE 500	HOUSTON, TX 77094	4232650304	HTVF07@WACENTERPRISES.COM
		$ 5,351.06	$ 1,105.00	$ 267.57	$ 6,723.63								

RECEIVED
JUL 07 2025
LAUDERDALE COUNTY
COMMISSION

Sponsored by: City Council

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that Ron Tyler, Mayor, is hereby appointed to serve as Chairman, of the Florence-Lauderdale 911 Board, for a one (1) year term, the term of such appointment to expire the 16th day of July, 2026.

BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the term of the aforesaid appointee will begin on the date that the term of the Board Members appointed by the Lauderdale County Commission begin.

ADOPTED this the 7th day of July 2026.

CITY OF FLORENCE 18 18 ALABAMA'S RENAISSANCE CITY

CITY COUNCIL

APPROVED this 7th day of July, 2026.

MAYOR

ADOPTED & APPROVED this 7th day of July, 2026.

CITY CLERK

Sponsored by: City Council

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that Thomas Spence, is hereby appointed to represent the City of Florence, as the sitting Council Member, to the Florence-Lauderdale 911 Board, for the remainder of the four (4) year term, the term of such appointment to expire on the 16th day of July, 2028, or at the time his successor is appointed.

BE IT FUTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the term of the aforesaid appointee will begin on the date that the term of the Board Members appointed by the Lauderdale County Commission begin.

ADOPTED this the 7th day of July 2026.

CITY COUNCIL

APPROVED this 8th day of July, 2026.

MAYOR

ADOPTED & APPROVED this 8th day of July, 2026.

CITY CLERK